



**Invitation to Bid No. 18-19-08  
Beautification of 125<sup>th</sup> Avenue**

**Addendum No. 2  
Issued February 20, 2019**

1. Change of Dates
  - Due to the changes listed below and a slight delay in the posting of responses to vendor questions, the ITB 18-19-08 bid opening date has been moved to **Friday, March 1<sup>st</sup>, 2019 at 2 pm** at the same location listed in the initial solicitation.
  
2. Change of Insurance Requirements
  - The insurance requirements in the solicitation (Section 00140.06) has been changed.
  - See Exhibit A below for the new requirements.
  - The initial solicitation (ITB 18-19-08) has also been modified to reflect these changes.

## **Exhibit A: Modified Insurance Requirements**

### **00140.06 INSURANCE REQUIRED**

**A. The CONTRACTOR is required, at its own cost and expense, to acquire, maintain, and provide evidence of the minimum insurance policies and limits, and keep specified insurance in force until the CITY accepts that the CONTRACTOR has satisfactorily completed all work required under the Contract; and cause SUBCONTRACTOR(S), if utilized, to acquire and maintain the same.**

1. The CONTRACTOR, if selected, will provide the CITY with a Certificate or Certificates of Insurance showing the existence of coverage as required by the Agreement prior to the start of any work under this Agreement. In addition, the CONTRACTOR will provide to the CITY, if requested in writing, certified copies of all policies of insurance. New certificates and new certified copies of policies shall be provided to the CITY whenever any policy is renewed, revised, or obtained from other insurers. The City of Treasure Island shall be named as the Certificate Holder.

The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Treasure Island  
Attention: Public Works Department  
120 108th Avenue  
Treasure Island, FL 33706

2. All required policies providing liability coverage(s), other than Professional Liability and Workers' Compensation policies, for both CONTRACTOR and SUBCONTRACTOR(S) shall be endorsed to include The City of Treasure Island as an Additional Insured.
3. The Named Insured on the Certificate of Insurance must match the entity's name that responded to the RFQ and is signing the Agreement with the CITY.
4. CONTRACTOR shall notify the CITY within twenty-four (24) hours of receipt of any notice of policy expiration, cancellation, nonrenewal, or adverse material change in the required coverages received by CONTRACTOR from its insurer.

### **B. Specific Insurance Coverages and Limits**

All requirements in this Insurance Section shall be complied with in full by the CONTRACTOR unless excused from compliance in writing by the CITY. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the CITY.

Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work

under this Contract, in accordance with the laws of the State of Florida. The minimum acceptable limits shall be:

1. Workers' Compensation: Florida Statutory Requirements  
Employer's Liability: \$1,000,000 Each Employee  
\$1,000,000 Each Employee Disease  
\$1,000,000 Aggregate Disease
  
  2. Commercial General Liability Insurance: The CONTRACTOR shall provide for all operations, including but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Projects with a Completed Operations exposure are required to maintain coverage for a period of two (2) years beyond final acceptance by the CITY.  
  
\$1,000,000 Per Occurrence  
\$1,000,000 Products/Completed Operations  
Aggregate  
\$1,000,000 Personal/Advertising Injury  
\$2,000,000 General Aggregate
  
  3. Business Automobile Liability Insurance: The CONTRACTOR shall provide coverage for all owned, hired, and non-owned vehicles.  
  
\$1,000,000 Combined Single Limit Per Accident
  
  4. Property Insurance: CONTRACTOR will be responsible for all damage to its own property, equipment, and/or materials.
- C. These insurance requirements shall not limit the liability of the CONTRACTOR and/or SUBCONTRACTOR(S).
- D. All policies shall be written on a primary, non-contributory basis.
- E. Insurance Policies, other than Professional Liability, shall include waivers of subrogation in favor of the CITY.
- F. Companies issuing the insurance policy, or policies, shall have no recourse against the CITY for payment of premiums or assessments for any deductibles which are all at the sole responsibility and risk of the CONTRACTOR.
- G. All insurance policies must be placed with insurers duly authorized to do business in the State of Florida and have a current AM Best rating of A- VII or better.
- H. Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

- I. Receipt of certificates or other documentation of insurance or policies or copies of policies by the City, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR'S obligation to fulfill the insurance requirements specified in this Agreement.
- J. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall be expected to comply with all applicable laws, regulations, or ordinances related to safety and health, and shall make special efforts where appropriate to detect hazardous conditions, and shall take prompt action where loss control/safety measures should reasonably be expected.

The CITY may order work to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

- K. No Waiver  
Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR or its SUBCONTRACTORS will relieve the CONTRACTOR or SUBCONTRACTOR from responsibility to prove insurance as required.
- L. Indemnification Requirements  
The CONTRACTOR will be required to agree to a provision requiring that it indemnify, defend, and hold harmless the CITY, any federal, county or municipal funding agency, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by CONTRACTOR, its agents, or employees during the performance of the Contract.