



Florida Department of Transportation

RON DESANTIS
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

JARED W. PERDUE, P.E.
SECRETARY

July 29, 2022

RE: ADDENDUM ONE

CONTRACT F4006, FM 444761-5-52-01
FDOT DISTRICT IV MAIN OFFICE PARKING LOT
COUNTY: BROWARD

Dear Bidders:

This addendum includes the following changes:

1. Remove section B-3 from the Non-Technical Specification.
2. Adds in Exhibit A-Scope of Services the following:
 - A. **7-13.1 Workers' Compensation Insurance:** The Contractor must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
 - B. **7-13.2 Commercial General Liability Insurance:** The Contractor must carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Contract. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each

occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract and may not be shared with or diminished by claims unrelated to the contract. The policy/ies and coverage described herein may be subject to a deductible. The Contractor must pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a 74 July 2022 Retention or a Self-Insured Retention. Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- C. **7-13.4 Insurance for Protection of Utility Owners:** When the Contract involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to subsection 7-13.2 above.

Bidders must acknowledge receipt of this **Addendum One** by completing the Addenda acknowledgment table in the Bid Proposal Form.

Maria Velarde

for Margaret Simpkins

District 4, District Contract Administrator

Copy: Dean Morris, Michael Miller, Margaret Simpkins, File.