

ADDENDUM No. 1 – (March 29, 2017)

ADDENDUM TO: General Counsel and Related Legal Services

PROPOSAL NUMBER: 16-02

PROPOSAL DUE DATE: Friday, April 14, 2017 not later than 2:00pm

TO PROPOSER: This addendum is an integral part of the Proposal file under consideration by you as a Proposer in connection with the subject matter identified above. For the purpose of clarification the following additions, changes, modifications and replacements noted below have been made to the Proposal and have been made to the Proposal file which bears the above title.

Proposals submitted shall conform to these additions and modifications noted herein and including all issued addendums.

REPLACE PAGES 24 & 25 WITH NEW ATTACHED PAGES 24 & 25

{Attachments}

Note: To qualify your proposal, of which this addendum becomes a part, this form must be completed and returned to this office with the proposal.

Date: _____

Authorized Signature of Company Rep.

Printed Name of Company Rep.

Company: _____

Address: _____

Telephone: _____

Contact's Email: _____

END OF ADDENDUM #1 – RFP #16-02

INSURANCE REQUIREMENTS

During the life of this Agreement, the Respondent shall provide, pay for, and maintain with companies satisfactory to the Authority, the types of insurance described herein. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. All Liability Policies shall provide that the Authority, the City of Tampa, and Hillsborough County are additional insured but solely in accordance with and subject to the indemnification provisions set forth as to the operations of the Respondent under this Agreement and shall also provide the Severability of Interest Provision. The insurance coverage and limits required must be evidenced by properly executed Certificates of Insurance on forms which are to be approved by Licensor and furnished by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. In addition, certified, true and exact copies of all insurance policies required shall be provided the Authority if requested on a timely basis.

Thirty (30) days prior written notice by registered or certified mail shall be given the Authority of any cancellation or reduction in the policies' coverage except in the application of the Aggregate Limits Provisions. In the event of a reduction in any Aggregate Limit, the Respondent shall take immediate steps to have it reinstated. If at any time the Authority requests a written statement from the insurance company as to any impairment to the Aggregate Limit, the Respondent shall promptly authorize and have delivered such statement to the Authority. Respondent shall make up any impairment when known to it. The Respondent authorizes the Authority and its Insurance Consultant to confirm all information furnished the Authority, as to its compliance with its insurance carriers. As to the operations of the Respondent, all insurance coverage of the Respondent shall be primary to any insurance of self-insurance program carried by the Authority.

The acceptance of delivery to the Authority of any Certificate of Insurance evidencing the insurance coverage and limits required in the Agreement does not constitute approval or agreement by the Authority that the insurance requirements in the Agreement have been met or that the insurance policies shown in the Certificate of Insurance are in compliance with the Agreement requirements.

No operations under this Agreement shall commence at the site until the required Certificate of Insurance is received and has been approved by the Authority. Evidence of such insurance approval will be provided to Respondent by the Authority in a Notice to Proceed.

If any General Liability Insurance required herein is to be issued or renewed on a "claims made" form as opposed to the "occurrence" form, the retroactive date for coverage shall be no later than the commencement date of this Agreement and shall provide that in the event of cancellation or non-renewal the discovery period for insurance claims (Tail Coverage) shall be unlimited.

All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein. Thirty (30) days prior written notice by certified or registered mail shall also be given to:

**Ms. Janice Hosey
Administrative Assistant to President & CEO
Tampa Sports Authority
4201 N. Dale Mabry Hwy.
Tampa, Florida 33607**

as to cancellation of any policy and any change that will reduce the insurance coverage required in this Agreement except for the application of the Aggregate Limits Provisions.

Should at any time the Respondent not, in the opinion of the Authority, provide or maintain the insurance coverage required in this Agreement, the Authority may terminate or suspend this Agreement.

The amounts and types of insurance shall conform to the following minimum requirements with the use of Insurance Service Office (ISO) policies, forms, and endorsements or broader where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the Authority.

INSURANCE COVERAGE AND LIMITS

- A. **Workers' Compensation and Employers' Liability Insurance** shall be maintained in force during the term of this agreement for all employees of Respondent engaged in this Work under this Agreement, in accordance with the laws of the State of Florida. The Respondent shall provide proof of coverage which includes a waiver of subrogation in favor of the Authority. The amount of the Employers' Liability Insurance shall not be less than:

Workers' Compensation Florida Statutory Requirements

**Employers' Liability: \$100,000 Limit Each Accident
 \$500,000 Limit Disease Aggregate
 \$100,000 Limit Disease Each Employee**

- B. **Commercial General Liability Insurance** shall be maintained by the Respondent. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for the Agreement, Independent Contractors, Broad Form Property Damage including Completed Operations, and Products & Completed Operations Coverage and shall not exclude coverage for the "X" (explosion), "C" (collapse) and "U" (underground) Property Damage Liability exposures. Limits of Coverage shall not be less than:

Bodily Injury, Personal Injury, & Property Damage Liability:

\$1,000,000 Combined Single Limit Each Occurrence and Aggregate

\$1,000,000 Each occurrence and Aggregate for Liability under this Specific Agreement. The Aggregate limits shall be separately applicable to this specific event.

Should the Respondent's General Liability Insurance be written or renewed on the Comprehensive General Liability Form, then the limits of coverage required shall not be less than:

Bodily Injury, Personal Injury & Property Damage Liability:

\$1,000,000 Combined Single Limit Each Occurrence

- C. **Automobile Liability Insurance** shall be maintained by the Respondent as to the Ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles to be used for the event with limits of not less than:

Bodily Injury & Property Damage Liability:

\$1,000,000 Combined Single Limit Each Occurrence

- D. **Professional Liability Insurance** shall be maintained by the Respondent indemnifying the Authority against liability arising out of acts and omissions in the furnishing of professional legal services pursuant to this proposal, with limits not less than:

Professional Liability:

\$1,000,000 Combined Single Limit Each Occurrence and Aggregate