The City of Forest Park

Request for Qualifications

Exterior Grounds Maintenance Services Department of Public Works

Pre- Qualification Conference:	Tuesday, June 15, 2021 at 11:00 a.m. (local time City of Forest Park City Hall 745 Forest Parkway, Forest Park, GA 30297										
Qualification Statement Deadline:	Wednesday, June 23, 2021 at 2:00 p.m.										
ADDENDUM #1 Issued June 14, 2021											
Acknowledgment of receipt of this addendum MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE TO THE RFQ.											
REVISION(S):											
1. Note the addition of insurance requirements included with this Addendum.											
SIGNATURE	COMPANY NAME										
SIGNATURE	COIVIPAINT INAIVIE										

DATE

TITLE

Insurance Requirements:

The Vendor/Contractor/Subcontractor shall purchase and maintain insurance of the following types of coverage and limits of liability:

- Commercial General Liability (CGL) with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
 - a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.
 - b. CGL coverage shall be written on ISO Occurrence form CG 00 01 0413 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, and personal and advertising injury.
 - c. CGL coverage shall be issued on an "Occurrence" basis. "Claims Made" coverage is not acceptable.
 - d. Defense costs shall be outside of policy limits. Eroding limits coverage is not acceptable.
 - e. The CGL coverage shall not be limited by excluding coverage for work performed by subcontractors (CG 22 94, CG 22 95 or equivalent).
 - f. Owner and all other parties as required by Owner, shall be included as insureds on the CGL, using combination of ISO Additional Insured Endorsements CG 20 10 04 13 and CG 20 37 04 13, or an endorsement approved by the Owner providing equivalent or broader coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured subcontractor. It shall apply as Primary and Non-Contributing Insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured. Therefore, coverage provided the additional insureds shall not require or contemplate contribution by any other policy or policies obtained by, or available to, and additional insured; any other such coverage shall be excess over the coverage to be provided by the subcontractor.

The limits of coverage provided to the additional insureds shall be the same as the limits available to the Vendor/Contractor/Subcontractor. Thus, in the event that the coverage obtained by Vendor/Contractor/Subcontractor contains greater limits than the minimum limits required above, the additional insureds shall be entitled to such greater limits, and this Agreement shall be deemed to require such greater limits.

- g. Vendor/Contractor/Subcontractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least three (3) years after completion of the work.
- h. The CGL coverage shall not contain any deductible that exceeds \$10,000.00. If the CGL contains a deductible, the Vendor/Contractor/Subcontractor shall be responsible for the deductible amount for any paid claim. However, Owner, at its option, can choose to pay the deductible and recoup such payment from the Subcontractor

2. Automobile Liability

- a. Business Auto Liability with limits of at least \$1,000,000 combined single limit.
- Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
- c. Owner, and all other parties required by the Owner, shall be included as insureds on the Business Auto policy. The Business Auto policy shall be primary and non-contributory to any applicable coverage acquired by the Owner, and all required parties

3. Commercial Umbrella

- Umbrella limits must be at least \$2,000,000 with such coverage to include Employers' Liability, General Liability and Automobile Liability, as underlying policies
- b. Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.
- c. Umbrella coverage for each additional insureds shall apply as primary and noncontributory basis before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the Employers Liability coverages maintained by the Vendor/Contractor/Subcontractor.

4. Workers Compensation and Employers Liability

- a. Workers' Compensation Insurance Coverage for all of Vendor/Contractor/Subcontractor's employees at the site of the Project, with statutory required limits.
- b. Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$500,000 each employee for injury by disease and \$500,000 bodily injury by disease policy limit.

5. Personal Property

- a. Vendor/Contractor/Subcontractor shall secure, pay for, and maintain "all risk" Property Insurance necessary for protection against the loss of all capital equipment and tools, including but not limited to: staging towers, forms, scaffolding, hoists, and cranes, that are owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor (or its employees), or by any of its Sub-subcontractors (or their employees).
- b. Owner shall not be liable for any loss or damage whatsoever to Personal Property owned, leased, borrowed or rented by Vendor/Contractor/Subcontractor, as described in sections a) above.
- c. Failure of Vendor/Contractor/Subcontractor to secure such insurance as described in sections a) above, or failure to maintain adequate levels of such, coverage, shall not render the Owner or any of its respective agents and employees legally liable or otherwise responsible for any personal property losses by Vendor/Contractor/Subcontractor.

Additional Requirements:

- Vendor/Contractor/Subcontractor and Vendor/Contractor/Subcontractor's insurers waived all rights against Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by any commercial general liability, commercial umbrella liability, business auto liability or workers compensation, employers liability insurance.
- Attached to each certificate of insurance shall be a copy of Additional Insured Endorsements that are part of the Vendor/Contractor/Subcontractor's Commercial General Liability, Auto Liability and Umbrella Policy.
- These certificates and the insurance policies required by this Exhibit shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner.
- Acceptance of said certificate will not be deemed to be a waiver of the requirements of this Agreement. d.
- All policies will be written by companies licensed to do business in the business in the state where property is located and which have a rating by Best's Key Rating Guide not less than "A-/VIII".
- The foregoing provisions relative to insurance shall in no way limit or fix the liability of Vendor/Contractor/Subcontractor to Owner, or any other person or entity in respect of any act or omission of Vendor/Contractor/Subcontractor or any breach by Vendor/Contractor/Subcontractor of any obligations or duties owing under this Agreement or otherwise imposed by law.
- Additional Insureds under this Agreement shall be listed as Safeway Group, Inc. and (Owner).

A Sample Certificate of Insurance is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/8/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).												
_	DUCE		<u> </u>	0011	moute notice in nea or or	CONTA						
XYZ Agency					PHONE FAX							
Address CA 20047						(A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:						
Augusta GA 30917						ADDRE						
					INSURER(S) AFFORDING COVERAGE INSURER A: Covington Specialty Ins Co					13027		
INSURED					INSURER B: HPG Insurance Company					26301		
Contractor/Vendor/Subcontractor										20301		
950 East Paces Ferry Rd Roswell, GA 30305					INSURER C : INSURER D :							
Roswell, GA 30303					INSURER E :							
						INSURER F:						
COVERAGES CERTIFICATE NUMBER: 1978629841 REVISION NUMBER:												
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.												
INSR LTR		TYPE OF INSURANCE	ADDL	SUBR		DELITI	POLICY EFF	POLICY EXP	LIMIT	•		
A		COMMERCIAL GENERAL LIABILITY	INSD Y	Y	ABCDEFG		(MM/DD/YYYY) 10/1/2020	(MM/DD/YYYY) 10/1/2021	EACH OCCURRENCE	\$		
		CLAIMS-MADE OCCUR			7.2002. 0		10/1/2020		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$		
		CEANNS-WADE COCON							MED EXP (Any one person)	\$		
									PERSONAL & ADV INJURY	\$		
	GEI	N'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$		
		POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$		
		OTHER:								\$		
Α	ΑU	TOMOBILE LIABILITY	Υ	Υ	ABCDEFG		10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000	,000	
	Х	ANY AUTO							BODILY INJURY (Per person)	\$		
		OWNED SCHEDULED AUTOS ONLY							BODILY INJURY (Per accident)	\$		
		HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$		
		7.0.00 0.12.							, ,	\$		
В		UMBRELLA LIAB X OCCUR	Υ	Υ	LMNOPQ		10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 2,000	,000	
		EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 2,000	,000	
		DED RETENTION\$								\$		
Α		ORKERS COMPENSATION ND EMPLOYERS' LIABILITY		Υ	STUMV		12/31/2020	12/31/2021	X PER OTH-ER			
	ANY	PROPRIETOR/PARTNER/EXECUTIVE ICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$1,000	,000	
	(Mai	ndatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$ 1,000	,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000				
В	Prop	perty			DEFGH		10/1/2020	10/1/2021	Biz Personal Prop	xxxxx		
		TION OF OPERATIONS / LOCATIONS / VEHICLE LOCATION	ES (A	CORD	101, Additional Remarks Schedu	le, may b	e attached if more	space is require	ed)			
		y of Forest Park is included on a prir or their equivalent, Auto Liability and				ddition	al insureds on	the General	Liability using ISO forms	CG 20	10 and CG	
Wa	iver	of subrogation applies in favor of Ac	lditior	nal in	sureds for General Liability	, Auto l	Liability, Umbr	rella Liability	and Workers Compensati	on. (att	tach forms)	
30	days	s Notice of cancellation (10 days nor	і-рауі	ment	shall be provided to addit	ional in	sureds on all p	policies refere	enced above.			
CERTIFICATE HOLDER CANCE								NCELLATION				
City of Forest Park 745 Forest Parkway					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
Forest Park GA 30297						Michael Mellars						