



**ADDENDUM 2
INVITATION FOR BIDS
For
IFB 11-15 RECAP TIRES AND TIRE MAINTENANCE**

December 9, 2011

The purpose of this addendum is to respond to written questions which were asked either at the Pre-Bid Conference on November 22, 2011 or received by the deadline of December 2, 2011 as stated in IFB. The below questions and answers are hereby incorporated in the IFB and, if applicable, in any resultant contract. Questions are labeled "Q" and their respective answers are labeled "A" with each assigned a number for reference purposes.

Q1. We have presented the 16/32 and 20/32 to City of LA and City of Simi valley recently--We do NOT have an 18/32 tread pattern suitable for your application at this time.

A1. You may bid any tire which meets the minimum standard which is 18/32". A tire with a 20/32" tread depth with an acceptable tread pattern is acceptable; a tire with a 16/32" tread depth is not acceptable.

Q2. The second paragraph on Page 28, Section 4.9 Insurance refers to "Appendix B". Would you please forward this Appendix?

A2. Attached is a copy of Appendix B, Insurance Instructions.
There are no other changes to the IFB.

Bids are due December 16, 2011 at 3:00 p.m.

Appendix B to Gold Coast Transit IFB 11-15

INSTRUCTIONS AND INFORMATION TO COMPLY WITH INSURANCE REQUIREMENTS

(Please share this information with your insurance agent or broker)

1. **Agreement / Reference:** All evidence of insurance must identify the nature of your business with Gold Coast Transit (GCT). Clearly show any assigned bid, contract, lease, permit, etc., or give the project name or job to ensure that your submission will be properly credited. **Provide the types of coverage and minimum dollar amounts, and contract terms** as specified in the solicitation or contract to which this document is attached. See the provision entitled “Insurance” in Section IV- SPECIAL PROVISIONS.
2. **When to submit:** Since no work may normally begin until the insurance submission has been approved by GCT’s Risk and Safety Manager, your documents should be submitted as directed in the “Insurance” provision cited in paragraph 1 above. For **As-needed Contracts**, proof of insurance coverage need not be submitted until a specific job has been awarded. **Design Professionals**, proof of insurance coverage for new construction work may be submitted simultaneously with final plans and drawings, but before construction commences.
3. **Acceptable Insurance Evidence and Approval: An Insurance Industry Certificate of Insurance (ACORD Certificate)** containing the following stipulated provisions: Thirty (30) days’ cancellation notice, a ten (10) days’ notice for non-payment of premium **AND** an Additional Insured Endorsement naming Gold Coast Transit an additional insured completed by your insurance company or its designee is the **acceptable** form of evidence of insurance. If the policy includes an automatic or blanket additional insured endorsement, the ACORD certificate must state that Gold Coast Transit is covered by this endorsement. An endorsement naming Gold Coast Transit as an additional Named Insured and Loss Payee is to be included on the Contractor’s property policy. All evidence of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter.

Additional Insured Endorsements DO NOT apply to the following:

- Indication of compliance with statute, such as Workers’ Compensation Law or California Financial Responsibility Law for Automobile Liability
- Professional Liability Insurance

4. **Renewal:** When an existing policy is renewed, a new Certificate of Insurance or a renewal endorsement is required. If your policy number changes, you must submit a new Additional Insured Endorsement.
5. **Alternative Programs / Self-Insurance:** Risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, Off-Shore carriers, captive insurance programs and self-insurance programs are subject to separate approval after GCT has reviewed the relevant audited financial statements. To initiate a review of your program, submit a Declaration of Self Insurance completed by your administrator to GCT.
6. **General Liability:** Insurance covering your operations (and products, where applicable) is required whenever GCT is at risk of third-party claims which may arise out of your work or your presence or special events on GCT's premises. **Employment Practices Liability** coverage is a required coverage when the work performed involves minors. **Fire Legal Liability** is required for persons occupying a portion of GCT's premises.
7. **Automobile Liability:** Insurance is required only when vehicles are used in performing the work of your contract or when they are driven on GCT's premises; it is not required for simple commuting unless GCT is paying mileage. However, proof in compliance with California Law requiring auto liability insurance is a contractual requirement with GCT.
8. **Workers' Compensation and Employer's Liability:** Insurance is not required for single-person contractors. However, under state law these coverages (or a copy of the states Consent To Self Insure) must be provided if you have any employees at any time during the period of this contract. Contractors must provide GCT, **A Waiver of Subrogation** from their insurers.

A Waiver of Subrogation on the coverage is required only for jobs where your employees are working on GCT's premises under hazardous conditions, e.g., uneven terrain, scaffolding, caustic chemicals, toxic, materials, power tools, etc. The Waiver of Subrogation waives the insurer's right to recover from GCT on any workers' compensation claim paid to an injured employee of CONTRACTOR/ CONSULTANT.
9. **Errors and Omission:** Coverage will be specified on a project-by-project basis if you are working as a licensed or other professional. The length of the claims discovery period required will vary with circumstances of the individual job.
10. **Property Insurance:** Is required for persons having exclusive use of premises or equipment owned or controlled by GCT. **Builder's Risk/Course of Construction Insurance** is required during construction projects and shall include building materials in transit and stored at the project site.

11. **Surety:** Coverage or a bond may be required to guarantee performance of the work of contractors/consultants and subcontractors as well as payment to subcontractors. A **Crime Policy** may be required to handle GCT's funds or securities, and under certain other conditions. Also **Specialty Event Insurance** coverage may be needed for certain operations.

Completed Insurance Industry Certificates of Insurance (ACORD Certificates) and Endorsements can be sent electronically to Buyer identified in the solicitation by including "Insurance Certificate for Contract" in the subject line. Certificates may also be faxed to the Buyer at (805) 487-3532.