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## Solicitation Addendum

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**Addendum No.:** 1

**Solicitation No.:** 18-R068216GD

**Project No.:**

**Solicitation Title:** Larry Borden Artificial Reef

**Addendum Date:**

**Procurement Contact:** Greg Davis, Contracts Negotiator

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ITQ 18-R068216GD IS AMENDED AS SET FORTH HEREIN. RESPONSES TO QUESTIONS POSED BY PROSPECTIVE BIDDERS ARE PROVIDED BELOW. THIS ADDENDUM IS HEREBY INCORPORATED IN AND MADE A PART OF ITQ 18-R068216GD.

**ADD:**

1. **ATTACHMENT C INSURANCE REQUIREMENTS** is added to further define Section 7.02 Insurance. Specifically, the **Worker's Compensation-** US Longshoremen & Harbor Workers Act and Jones Act.
  2. **BIDDER'S INSURANCE STATEMENT** (page 10 of Addendum No. 1) shall be signed and returned with ITQ response.
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**QUESTIONS AND RESPONSES:**

**Q1.** The bid form doesn't show how many estimated tons or boulders you are thinking the project will take. Do you have an estimated quantity needed?

**R1.** The ITQ specifies the minimum weight of each boulder to be 500 pounds and measure 3 – 6 feet to maintain structural integrity and minimum weight for deployment. The County has defined the available FWC grant funding to be a not to exceed price of \$60,000. Bidders are to define on the provided Quotation Form the Quantity of Tons and Price per ton to be provided within the not to exceed price of \$60,000.

**Q2.** What is the estimate/budget for the construction of the Larry Borden Artificial Reef project?

**R2.** See Response R1 above.

**Q3.** Will the County be providing a staging that may be used by the contractor?

**R3.** No.

**Q4.** What is the estimated quantity of stone to be used for this project?

**R4.** See Response R1 above

**Q5.** Are there any plans available for this project?

**R5.** Refer to Scope of Work materials in profile and permit site latitude and longitude.

**Q6.** Could the County please clarify the insurance requirements?

**R6.** Section 7.02 states the Insurance Requirements. Attachment C is provided as additional information for clarification and insurance requirements as indicated. It should be noted that Worker's Compensation needs to include insurance coverage as indicated for any operations are to be undertaken on or about navigable waters, coverage per the US Longshoremen & Harbor Workers Act and Jones Act.

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NOTE: Items that are ~~struck through~~ are deleted. Items that are underlined have been added or changed. All other terms and conditions remain as stated in the <solicitation type>.

**End of Addendum**

**INSTRUCTIONS:**

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

AUTHORIZED FOR RELEASE: 

## ATTACHMENT C

### ITQ No. 18-R068216GD

#### INSURANCE AND BOND REQUIREMENTS GENERAL PLANNING CONSULTANT SERVICES

The Successful Bidder will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The Successful Bidder shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Automobile Liability:	Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles.  \$ <u>1,000,000</u> combined single limit, or \$500,000 bodily injury <u>and</u> \$500,000 property damage. Coverage must also include \$10,000 Personal Injury Protection (No Fault), \$1,000,000 Hired-Non Owned Liability and \$10,000 Medical Payments.  <i>This policy shall contain severability of interests' provisions.</i>
2. <input checked="" type="checkbox"/> Commercial General Liability: ( <u>Per occurrence form only; claims-made form is not acceptable</u> )	Coverage shall be afforded under a per occurrence policy form. \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate Coverage must include: \$1,000,000 Products/Completed Operations Aggregate \$1,000,000 Personal and Advertising Injury Liability \$100,000 Fire Damage Liability \$10,000 Medical Expense, and \$1,000,000 Third Party Property Damage. \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)  <i>This policy shall contain severability of interests' provisions.</i>
3. <input checked="" type="checkbox"/> Employer's Liability:	\$ <u>100,000</u> each accident \$500,000 disease each employee \$100,000 disease policy limit
4. <input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements.  <b><u>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</u></b>

Insurance / Bond Type	Required Limits
	<p><u>Note:</u> Should "leased employees" be retained for any part of the project or service, the employee leasing agency shall provide evidence of workers' compensation coverage and employee liability coverage for all personnel on the worksite and in compliance with the above requirements.</p> <p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p>5. <input type="checkbox"/> Other Insurance, as noted:</p>	<p>a. <input type="checkbox"/> Aircraft Liability</p> <p>\$ _____ single limit per occurrence</p> <p>\$ _____ aggregate</p> <p>Coverage shall be carried in limits of not less than \$2,000,000 each occurrence and \$4,000,000 aggregate and shall specifically include coverage for the operation of Unmanned Aircraft Systems (UAS), including liability, and property damage.</p> <p>b. <input type="checkbox"/> Installation Floater</p> <p>If the resulting Agreement <b>does not</b> include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, Successful Bidder shall provide an "<b>Installation Floater</b>" with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input type="checkbox"/> Pollution</p> <p>\$ _____ per occurrence</p> <p>d. <input type="checkbox"/> Professional Liability and/or Errors and Omissions (E&amp;O) Liability</p> <p>Professional (E&amp;O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than <u>\$1,000,000</u> Each Claim, <u>\$1,000,000</u> Policy Aggregate.</p> <p>e. <input type="checkbox"/> Builder's Risk Insurance</p> <p>When this contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, the following insurance coverage must be afforded:</p> <p>Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an amount equal to 100% of the value upon completion or the value of the equipment to be installed.</p>

Insurance / Bond Type	Required Limits
	<p>Coverage should include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p> <p>The policy shall not carry a self-insured retention/deductible greater than \$10,000.</p>
	<p>f. <input type="checkbox"/> Cyber Liability</p> <p>Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for limits not less than \$_____ Security Breach Liability, \$_____ Security Breach Expense (each occurrence), \$_____ Security Breach Expense (aggregate), \$_____ Replacement or Restoration of Electronic Data, \$_____ Extortion Threats, \$_____ Business Income and Extra Expense, and \$_____ Public Relations Expense.</p> <p>The policy must not carry a self-insured retention/deductible greater than \$_____.</p> <p>g. <input type="checkbox"/> Hazardous Materials Insurance</p> <p>Hazardous materials include all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules of regulations of Florida or any Federal Agency.</p> <p><i>Pollution Liability</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Asbestos Liability (If handling within scope of Contract)</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Disposal</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Liability for Sudden and Accidental Occurrences, each claim and an</p>

Insurance / Bond Type	Required Limits
	<p>aggregate and not less than the value of the contract, subject to a \$_____ minimum, for Liability for Non-Sudden Occurrences, each claim and aggregate.</p> <p><i>Hazardous Waste Transportation Insurance</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, per accident.</p> <p>The Successful Bidder shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability Insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials.</p> <p>The Successful Bidder must also provide the EPA Identification Number.</p> <p>h. <input type="checkbox"/> Liquor Liability</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than \$_____ Each Occurrence and Aggregate.</p> <p>i. <input type="checkbox"/> Garage Keeper's Liability</p> <p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>j. <input type="checkbox"/> Bailee's Customer</p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>k. <input type="checkbox"/> Watercraft</p> <p>\$_____ per occurrence</p>

Reviewed by Risk: Ginda Q. Klasing

## **INSURANCE REQUIREMENTS**

### **I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Bidder, his agents, representatives, and employees; products and completed operations of the Successful Bidder; or automobiles owned, leased, hired or borrowed by the Successful Bidder. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Successful Bidder shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Bidder's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Successful Bidder's insurance and shall be non-contributory.
- c. The insurance policies must be written on an occurrence form. Claims-made form is not acceptable.

#### **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Successful Bidder for the County.

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

- a. Prior to the execution of contract or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Bidder shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the County, Successful Bidder will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

- c. The project's solicitation number and title shall be listed on each certificate.
  - d. Successful Bidder shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  - e. Successful Bidder agrees that should at any time Successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  - f. The Successful Bidder waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  - g. The Successful Bidder has sole responsibility for all insurance premiums and policy deductibles.
  - h. It is the Successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Bidder shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
  - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** Successful Bidder understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Bidder's obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the Successful Bidder and shall become a part of the contract.



- V.** Successful Bidder understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI.** No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

## BIDDER'S INSURANCE STATEMENT

**THE UNDERSIGNED** has read and understands the aforementioned insurance and bond requirements of this IFB and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized  
Bidder's  
Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

Surety Agency: \_\_\_\_\_

Surety Name: \_\_\_\_\_ Surety Phone: \_\_\_\_\_

***Please return this completed and signed statement with your bid.***