



Financial Management Department
Procurement Division
1112 Manatee Ave West, Suite 803
Bradenton, FL 34205
Phone: (941) 749-3074
www.mymanatee.org

March 24, 2017

TO: All Interested Bidders

SUBJECT: Invitation for Bid (IFB) 17-0439BLS
Master Lift Station 5, Wet Well Rehabilitation

ADDENDUM 3

Bidders are hereby notified that this Addendum shall be acknowledged on page Bid Form-1 of the Bid Form and made a part of the above named bidding and contract documents. Bids submitted without acknowledgment of the Addendum will be considered incomplete.

The following items are issued to add to, modify, and clarify the bid and contract documents. These items shall have the same force and effect as the original bidding and contract documents, and cost involved shall be included in the bid prices. Bids to be submitted on the specified bid date, shall conform to the additions and revisions listed herein.

The following questions have been presented by potential bidders:

1. QUESTION: Is Builder's Risk insurance required?

RESPONSE: Yes. See attached Section D – Insurance and Bonding Requirements.
Item 5e has been updated.

Bids will be received at Manatee County Procurement, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 until March 29, 2017 at 10:00am.

Sincerely,

Melissa M. Wendel, CPPO
Purchasing Official

mmw/bls
attachment – insurance and bonding requirements

SECTION D
INSURANCE AND BONDING REQUIREMENTS

The Successful Quoter will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The Successful Quoter 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:	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles.</p> <p>\$ <u>1,000,000</u> combined single limit, or \$ _____ bodily injury and \$ _____ property damage. Coverage must also include \$10,000 Personal Injury Protection (No Fault), \$ _____ Hired-Non Owned Liability and \$10,000 Medical Payments.</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	<p>Coverage shall be afforded under a per occurrence policy form.</p> <p>\$<u>1,000,000</u> single limit per occurrence;</p> <p>\$<u>1,000,000</u> aggregate</p> <p>\$ _____ Products/Completed Operations Aggregate</p> <p>\$1,000,000 Personal and Advertising Injury Liability</p> <p>\$100,000 Fire Damage Liability</p> <p>\$10,000 Medical Expense, and</p> <p>\$ _____ Third Party Property Damage.</p> <p>\$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>
3. <input checked="" type="checkbox"/> Employer's Liability:	<p>\$<u>100,000</u> each accident</p> <p>\$ _____ disease each employee</p> <p>\$ _____ disease policy limit</p>
4. <input checked="" type="checkbox"/> Worker's Compensation:	<p>Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements.</p> <p>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act.</p> <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.</p>

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Insurance / Bond Type	Required Limits
	Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.
5. <input checked="" type="checkbox"/> Other Insurance, as noted:	<p>a. <input type="checkbox"/> Aircraft Liability \$ _____ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p> <p>b. <input checked="" type="checkbox"/> Installation Floater If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, Successful Quoter shall provide an "Installation Floater" 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 \$ _____ per occurrence</p> <p>d. <input type="checkbox"/> Professional Liability and/or Errors and Omissions (E&O) Liability Professional (E&O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than \$ _____ Each Claim, \$1,000,000 Policy Aggregate.</p> <p>e. <input checked="" type="checkbox"/> Builder's Risk Insurance 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: 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. 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. The policy shall not carry a self-insured retention/deductible greater than \$10,000.</p>

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Insurance / Bond Type	Required Limits
	<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 includes 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 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 Quoter shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability Insurance with Endorsement MCS-90</p>

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	<p>for liability arising out of the transportation of hazardous materials.</p> <p>The Successful Quoter must also provide the EPA Identification Number.</p> <p>(a) 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>(b) 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>(c) 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>
<p>6. <input checked="" type="checkbox"/> Bid Bond:</p>	<p>A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer. Bid bond shall be submitted with the sealed bid and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the quoter may file an alternative form of security in the amount of 5% of the total offer, in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p>
<p>7. <input checked="" type="checkbox"/> Payment and Performance Bond:</p>	<p>A construction project over \$100,000 requires a Payment and Performance Bond be submitted by Successful Quoter for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p>

Reviewed by Risk: WLK

INSURANCE REQUIREMENTS

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INSURANCE AND BONDING 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 Quoter, his agents, representatives, and employees; products and completed operations of the Successful Quoter; or automobiles owned, leased, hired or borrowed by the Successful Quoter. 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 Quoter 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 Quoter'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 Quoter's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

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 Quoter 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 Quoter 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.

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In addition, when requested in writing from the County, Successful Quoter 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 Quoter 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 Quoter agrees that should at any time Successful Quoter fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
 - f. The Successful Quoter 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 Quoter has sole responsibility for all insurance premiums and policy deductibles.
 - h. It is the Successful Quoter's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Quoter shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Quoter 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 Quoter's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** Successful Quoter 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 Quoter's obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the Successful Quoter and shall become a part of the contract.

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- V. Successful Quoter 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.

VII. BONDING REQUIREMENTS

Payment and Performance Bonds. Prior to commencing work, the Successful Quoter shall obtain, for the benefit of and directed to County, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Successful Quoter of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Successful Quoter to provide the Payment and Performance Bond shall be approved by County prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in Successful Quoter being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to County. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the Successful Quoter shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, County will make no payment to the Successful Quoter until the Successful Quoter has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with County. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the Successful Quoter. Failure of the Successful Quoter to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. County may then contract with the next lowest, responsive and responsible quoter or re-advertise this IFB.

Failure of County at any time to require performance by the Successful Quoter of any provisions set out in the resulting Agreement will in no way affect the right of County, thereafter, to enforce those provisions.

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QUOTER'S INSURANCE STATEMENT

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

Quoter Name: _____ Date: _____

Authorized
Quoter'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 quote.