



HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS (HCBCC)
PURCHASING DIVISION
600 S. Commerce Ave
Sebring, FL 33870
(863) 402-6500

DATE: January 25, 2023

BID NO. ITB 20-018-LKD ADDENDUM No. 2

Project.: Sun 'n Lake Sidewalk Extension Highlands County Project No. 19016

The following represents clarification, additions, deletions, and/or modifications to the above referenced solicitation. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation, as applicable.

This addendum is being issued to answer questions received on this solicitation.

Questions and Answers

- Q1 Verify automobile public liability of \$1 million is correct. Can not use umbrella policy to meet \$1 million?
A1 Yes, the General or Excess/Umbrella limits may be used to reach the \$1 million limit.
- Q2 Verify excess/umbrella coverage is correct at \$10 million
A2 See attached A2-1 Section 00250 Revised 1-19-2022 for revisions to insurance requirements.
- Q3 Verify Builders Risk is required for this project.
A3 See attached A2-1 Section 00250 Revised 1-19-2022 for revisions to insurance requirements.

Attachments: A2-1 Section 00250 Revised 1-19-2022

DIVISION 0 - SECTION 00250
GENERAL TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

- A. All Bidding Documents shall become the property of the County.
Compliance with Florida Statutes Section 287.087, on Drug Free Workplace, Section 287.133(2)(a), on Public Entity Crimes, Section 287.134, on Discrimination, and Section 287.135, Prohibiting contracting with scrutinized companies is required.
- B. Bids are due and must be received in accordance with the instructions given in Section 00010 and 00100 of this ITB.
- C. Owner will not reimburse Bidder(s) for any costs associated with the preparation and submittal of any Bid.
- D. Bidders, their agents and associates shall NOT solicit any County official. Bidders, their agents and associates shall NOT contact any County official other than the individual(s) listed in Article 23 of Section 00100 of this ITB for additional information and clarification.
- E. Due care and diligence has been exercised in the preparation of this ITB and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the service required rests solely with those making response. Neither Owner nor its representatives shall be responsible for any error or omission in the Bids submitted, nor for the failure on the part of the Bidders to determine the full extent of the exposures.
- F. All timely responses meeting the specifications set forth in this ITB will be considered. However, Bidders are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by Owner and preference will be given to those Bids in full or substantially full compliance with them.
- G. Each Bidder is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Bidder to have complete knowledge and intent to comply with such laws, rules and regulations shall not relieve the Bidder from its obligation to honor its Bid and to perform completely in accordance with its Bid.
- H. County, at its discretion, reserves the right to waive minor informalities or irregularities in any Bids, to reject any and all Bids in whole or in part, with or without cause, and to accept that Bid, if any, which in its judgment will be in its best interest.
- I. Award will be made to the Bidder whose Bid is determined to be the most advantageous to Owner, taking into consideration those Bids in compliance with the requirements as set forth in this ITB. The Board reserves the right to reject any and all Bids for any reason or make no Award whatsoever or request clarification of information from the Bidders.
- J. Any interpretation, clarification, correction or change to this ITB will be made by written addendum issued by the Purchasing Division. Any oral or other type of communication concerning this ITB shall not be binding.

- K. Bids must be signed by an individual of the Bidder's organization legally authorized to commit the Bidder to the performance of the product(s) and/or service(s) contemplated by this ITB.
- L. The County's and Florida Department of Transportation (as outlined in Local Agency Program Agreement) insurance requirements.

Contractor's Liability Insurance

1. The Contractor shall not commence any work in connection with an agreement until it has obtained all of the following types of insurance and has provided proof of same to the Owner, in the form of a certificate prior to the start of any work, nor shall the Contractor allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

2. The Contractor and/or subcontractor shall maintain the following types of insurance, with the respective minimum limits:

- a. AUTOMOBILE PUBLIC LIABILITY
\$1,000,000 Combined Single Limit
- b. GENERAL LIABILITY - One Million Dollars (\$1,000,000) any single occurrence;
 - 1) Damage to Rented Premises – Fifty Thousand Dollars (\$50,000) any single occurrence;
 - 2) Medical Expense – Five Thousand Dollars (\$5,000) Any one person;
 - 3) Personal & Advertising Injury – One Million Dollars (\$1,000,000)
- c. GENERAL AGGREGATE – ^{One} Million Dollars (~~\$2,000,000~~); (\$1,000,000.)
- d. EXCESS/UMBRELLA COVERAGE – ^{One} Million Dollars (~~\$10,000,000~~); (\$1,000,000.)
- e. PRODUCTS - COMPLETED OPERATIONS LIABILITY AGGREGATE – ^{One} Million Dollars (~~\$2,000,000~~); and, (\$1,000,000.)
- f. WORKER'S COMPENSATION – covering the statutory obligation for all persons engaged in the performance of the work required hereunder and Employers' Liability insurance with limits not less than \$1,000,000 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection (self-insurance is prohibited on Federal-aid funded projects). In case any class of employees engaged in hazardous work under an agreement at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance, satisfactory to the COUNTY, for the protection of its employees not otherwise protected.

3. Certificates of Insurance: The Contractor shall provide the COUNTY's Procurement Services Department with a Certificate of Insurance evidencing such coverage for the duration of the awarded agreement. Said certificate shall be dated and show:

- a. The name of the insured Contractor,
 - b. The specified job by name and job number,
 - c. The name of the insurer,
 - d. The number of the policy
 - e. The effective date
 - f. The termination date
 - g. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy
4. County and State of Florida, Department of Transportation as Additional Insured: The Contractor shall name Highlands County, Highlands County Board of County Commissioners, and State of Florida, Department of Transportation as additional insured and Highlands County Board of County Commissioners as certificate holder, to the extent of the service to be provided under the agreement, on all required insurance policies, and provide the COUNTY with proof of same.
5. Waiver: Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the Contractor's obligations to fulfill the insurance requirements specified herein.
6. Loss Deductible Clause: The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
7. Additional Requirements: All insurance carriers shall have an AM Best Rating of at least A- and a size of VII or larger. The General Liability and Workers' Compensation policies shall have a waiver of subrogation in favor of Highlands County. The liability policies shall be Primary/Non-Contributory.

~~Property Insurance~~---- Property Insurance is removed. Builders Risk Coverage is not applicable to this project.

1. The Contractor shall purchase and maintain Builders Risk Insurance for all work at the Project site to the full insurable value thereof. This Insurance shall insure against the perils of extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, vandalism, flood, earthquake, sink holes, and malicious mischief. If any damages are not covered under the "all risk" insurance, the Contractor, at its cost shall affect and maintain similar property insurance for materials or other equipment for the Project which are stored off site or in transit for use as part of the Project or to be included in an Application for Payment.
2. Any loss insured under the property insurance policy required by this section is to be made payable to the Owner as Trustee for the insured.

Addendum 2, Insurance Revision

3. The Owner as Trustee shall deposit in a separate account any money received as a result of an insured loss and it shall distribute it in accordance with such agreement as the parties in interest may reach. If after such loss no other special agreement is made, replacement of damaged work shall be covered through change order if necessary.
4. The Owner as Trustee shall have power to adjust and settle any loss with the insurers.

Notice of Occurrence, Accident, Injury or Damage

The Contractor shall promptly notify the County Contact Person, in writing, of any accident or occurrence involving injury to persons or damage of property during the course of construction. The report shall be made notwithstanding the fact that no injury or damage may be apparent at the time of the accident or occurrence. The Contractor shall also provide any supporting documentation reasonably requested by the Owner or the County Contact Person.

- M. If submitting a Bid for more than one ITB, each Bid must be in a separate envelope and correctly marked. Only one (1) Bid per project shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- N. If the successful Bid is greater than two hundred thousand dollars (\$200,000.00), a Public Construction Bond will be required. Awarded Bidder must record Public Construction Bond at the Clerk's Recording Department and comply with Section 255.05, Florida Statutes. All Bonds must be in a form acceptable to Owner and County Attorney.
- O. Each Bid must contain proof of enrollment in E-Verify.
- P. Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind with the exception of advertising novelties valued less than ten dollars (\$10.00).
- Q. Construction Projects that are awarded for less than two hundred thousand dollars (\$200,000.00) and without a Public Construction Bond require the following provisions:
 1. At any time prior to final completion of the Contract, Owner will not authorize or make payment to the Contractor in excess of ninety-five percent (95%) of the amount due on the Contract on the basis of the Work suitably completed.
 2. In case of the default by the Contractor, the laborers, materialmen, and Subcontractors, as defined in Section 713.01, Florida Statutes, making claims for unpaid bills, may be paid from the five percent (5%) retainage.
 3. The final payment of retainage shall not be made until: (1) the Project has been inspected by the Project Manager or other person designated by the County for the purpose; (2) Project Manager or other designated person has issued a written certificate that the Project has been constructed in accordance with the approved Construction Documents and approved Change Orders; (3) the County has accepted the Project; and (4) the Contractor has supplied the County with signed and dated statements from all laborers, materialmen, and subcontractors as defined in Section 713.01, Florida Statutes, and identified under subparagraph (d) of this paragraph 2, that they

Addendum 2, Insurance Revision

have no claims against the Contractor for the Work under the Contract. Said statements shall identify the Project by name and Project number.

4. The Contractor, before beginning Work or within two (2) workdays thereafter, shall post in a conspicuous place on the Site the following notice.