



Town of Medley

Office of Capital Projects & Development Services

Date:	August 29, 2018
Subject:	Medley Firearms Training Center – Hurricane Irma Repairs
Solicitation Number:	RFP 2018-007
OCPDS Number:	GR-1808
Opening Date / Time:	August 29, 2018 <u>September 6, 2018</u>
ADDENDUM Number:	2

To all interested proposers:

The Town of Medley defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g. Invitation for Bids, Request for Proposals or Request for Qualifications), including but not limited to questions and answers, which are considered a material part of the solicitation.

Please note the following updates:

Addendum #2 does the following:

Revisions to the Solicitation Documents as follows (additions underlined, ~~deletions strikethrough~~):

1. Responses to RFIs submitted by deadline 08/27/2018:

RFI 1. Does the Bidders 'Certificate of Competence' is equal to the 'Certificate of Authorization' (CA) (page 4)?

Response: The CA No. can be used on Bid Form (Page 4) alternatively to the Bidder's Certificate of Competency No.

RFI 2. What are the general liability minimum values per occurrence / aggregate?

Response: Insurance requirements are detailed in item 2 below.

RFI 3. Regarding the 'Trench Safety ACT" compliance: in this project there is no deep trenches as the towers may be supported on ground slabs. Do we need to fill out a total price for excavations?

Response: Trench Safety Act Compliance form is required.

RFI 4. Sign In Sheet, Planholders List, Due Date, Estimated Value.



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Response: Pre-bid Conference Sign In Sheet: Posted at Vendors Registry website

Planholders List: N/A

Due Date: 09/06/2018

Estimated Value: \$ 120,000

2. Insurance Requirements:

- 2.1 Bidders should submit copies of their current certificate(s) of insurance together with the Bid. Failure to do so may cause rejection of the Bid.
- 2.2 AT THE TIME OF EXECUTION OF THE CONTRACT, THE SUCCESSFUL BIDDER SHALL SUBMIT A CURRENT CERTIFICATE OF INSURANCE EVIDENCING THE REQUIRED COVERAGES AND SPECIFICALLY PROVIDING THAT THE TOWN OF MEDLEY IS AN ADDITIONAL NAMED INSURED WITH RESPECT TO THE REQUIRED COVERAGE AND THE OPERATIONS OF THE SUCCESSFUL BIDDER UNDER THE CONTRACT. Insurance Companies selected must be acceptable to the Town. All of the policies of insurance so required to be purchased and maintained shall include the interests of the Town, the Successful Bidder and all subcontractors at the work site (all of whom are to be listed as insured or additional insured parties) and contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) days written notice has been given to the Town by certified mail.
- 2.3 The Successful Bidder shall procure and maintain at its own expense and keep in effect during the full term of the Contract a policy or policies of insurance that must include the following coverage and minimum limits of liability:
 - i. Worker's Compensation Insurance for statutory Obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and the Homes Act. Employer's Liability Insurance shall be provided with a minimum of One Hundred Thousand Dollars (\$100,000.00) per accident. Successful Bidder shall agree to be responsible for the employment, conduct and control of its employees and



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for any injury sustained by such employees in the course of their employment.

- ii. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the Successful Bidder in the performance of the Work with the following minimum limits of liability:
- iii. \$1,000,000 Combined Single Limit, Bodily injury and Property Damage Liability per occurrence
- iv. Comprehensive General Liability with the following minimum limits of liability:
- v. \$2,000,000 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage:

- 1. Premises and Operations;
- 2. Independent Contractors;
- 3. Product and Completed Operations Liability;
- 4. Broad Form Property Damage;
- 5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract; and
- 6. Personal Injury coverage with employment contractual exclusions removed and deleted.
- 7. Builder's Risk, if applicable.

2.4 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide, Financial Stability B+ -A+.

2.5 The Successful Bidder shall require each of its Sub-Contractors of any tier to maintain



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the insurance required herein (except as respects limits of coverage for employers and public liability insurance which may not be less than One Million (\$1,000,000) Dollars for each category), and the Successful Bidder shall provide verification thereof to the Town upon request of the Town.

- 2.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the Town with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.
- 2.7 The Successful Bidder shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against the Town for payment or assessments in any form on any policy of insurance.
- 2.8 The clauses "other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which Town is named as an additional named insured shall not apply to the Town. The Town shall provide written notice of occurrence within fifteen (15) working days of the Town's actual notice of such an event.
- 2.9 The Successful Bidder shall not commence the Work under the Contract until after it has obtained all of the minimum insurance herein described.
- 2.10 The Successful Bidder agrees to perform the Work under the Contract as an independent contractor, and not as a sub-contractor, agent or employee of the Town.
- 2.11 Violation of the terms of this Paragraph and its subparts shall constitute a breach of the Contract and the Town, at its sole discretion, may cancel the Contract and all rights, title and interest of the Successful Bidder shall thereupon cease and terminate.
- 2.12 The Bidders liability insurance policies shall be endorsed to add the Town of Medley as an additional insured. The Bidder's liability insurance shall be primary to any liability insurance policies carried by the Town. The bidder shall be responsible for all deductibles and self-insured retentions on Bidder's liability insurance policies. All of the policies of insurance so required to be purchased and maintained shall



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contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the Town by certified mail. The Town reserves the right to make any changes additions to any insurance requirements as may be appropriate during the course of the contract.