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Addendum #1

Date: April 2, 2024
From: Trevor Adaline, Procurement Strategist
To: Interested Bidders
Subject: Addendum #1 Solicitation #23-8194R – South County Regional Water Treatment Plant (SCRWTP) Filter Media Replacement and Blend Tank Passive Relief

The following clarifications/changes are issued as an addendum:

Words ~~struck through~~ are deleted; Words underlined are added.

Change 1. Insurance Language Change

- Updated Form 8 – Insurance and Bonding Requirements – Language
- See attached document to this addendum.

By submission of the bid Vendor accepts and understands the insurance requirements of these specifications, agrees to maintain these coverages through the duration of the agreement and/or work performance period, and that the evidence of insurability may be required within five (5) days of notification of recommended ~~the~~ award of this solicitation. ~~The insurance submitted must provide coverage for a minimum of six (6) months from date of award.~~

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature)

Date

(Name of Firm)

Collier County Florida Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	<p>Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements</p> <p>Evidence of Workers' Compensation coverage or a Certificate of Exemption issued by the State of Florida is required. Entities that are formed as Sole Proprietorships shall not be required to provide a proof of exemption. An application for exemption can be obtained online at https://apps.fldfs.com/bocexempt/</p>
2. <input checked="" type="checkbox"/> Employer's Liability	\$ 1,000,000 ___ single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	<p>Bodily Injury and Property Damage</p> <p>\$ 1,000,000 ___ single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. The General Aggregate Limit Shall be endorsed to apply per project. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability.</p>
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor shall defend, indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/ Vendor or anyone employed or utilized by the Contractor/Vendor in the performance of this Agreement.
5. <input checked="" type="checkbox"/> Automobile Liability	\$ 1,000,000 ___ Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
6. <input type="checkbox"/> Other insurance as noted:	<p><input type="checkbox"/> Watercraft \$ _____ Per Occurrence</p> <p><input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence</p> <p><input type="checkbox"/> Maritime Coverage (Jones Act) shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence</p> <p><input type="checkbox"/> Aircraft Liability 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. \$ _____ Per Occurrence</p> <p><input type="checkbox"/> Pollution \$ _____ Per Occurrence</p> <p><input type="checkbox"/> Professional Liability \$ _____ Per claim & in the aggregate</p> <p><input type="checkbox"/> Project Professional Liability \$ _____ Per Occurrence</p> <p><input type="checkbox"/> Valuable Papers Insurance \$ _____ Per Occurrence</p> <p><input type="checkbox"/> Cyber Liability \$ _____ Per Occurrence</p> <p><input type="checkbox"/> Technology Errors & Omissions \$ _____ Per Occurrence</p>

7. Bid bond Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
8. Performance and Payment Bonds For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
9. Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
10. Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required. This insurance shall be primary and non-contributory with respect to any other insurance maintained by, or available for the benefit of, the Additional Insured and the Vendor's policy shall be endorsed accordingly.
11. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.
12. **On all certificates, the Certificate Holder must read:** Collier County Board of Commissioners, 3295 Tamiami Trail East, Naples, FL 34112
13. **Thirty (30) Days Cancellation Notice** required.
14. Collier County shall procure and maintain Builders Risk Insurance on all construction projects where it is deemed necessary. Such coverage shall be endorsed to cover the interests of Collier County as well as the Contractor. Premiums shall be billed to the project and the Contractor shall not include Builders Risk premiums in its project proposal or project billings. All questions regarding Builder's Risk Insurance will be addressed by the Collier County Risk Management Division.

GG – 9/28/2023

Vendor's Insurance Acceptance

By submission of the bid Vendor accepts and understands the insurance requirements of these specifications, agrees to maintain these coverages through the duration of the agreement and/or work performance period, and that the evidence of insurability may be required within five (5) days of notification of recommended award of this solicitation.