



**LAKE WORTH DRAINAGE  
DISTRICT SOLICITATION  
ADDENDUM**

**Request for Proposal (RFB): 19-7170L.07**  
**Project: Replacement of the Districts Control Structure No. 9**  
**Addendum Number: 2**  
**Date: 03/02/2020**

Responses to inquiries received prior to: 03/02/2020

Inquiry:

RFI 1 – RFB, Section II – Standard Terms and Conditions, Payment and Performance Bond Section states the successful Bidder will be required to provide Payment and Performance Bonds each equal to 110% of the Contract amount. However, Article 6.01.A of the Standard General Conditions States Payment and Performance Bonds are required in an amount of at least 100% of the Contract Price. Please clarify which is the required amount.

*Reply:*

***Successful Bidder will be required to provide Payment and Performance Bonds each equal to 110%.***

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Inquiry: RFI 2 – RFB, Attachment H – Certificate of Insurance, outlines the required liability insurance, including \$3 million per occurrence for General Liability and \$2 million per occurrence for excess liability, but no aggregate limits are provided. This coverage is written on each occurrence and aggregate limit basis. Further, Article SC-603.K of the Supplementary Conditions states the general aggregate limit is \$3 million and each occurrence limit is \$1 million. Please confirm the General Liability limit requirements are \$1 million each occurrence / \$3 million general aggregate and the excess liability insurance requirement is \$2 million each occurrence / \$2 million general aggregate.

**Reply:**

***General Liability requirements are \$1 million each occurrence / \$3 million general aggregate and the excess liability insurance requirement is \$2 million each occurrence / \$2 million general aggregate***

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Inquiry:

RFI 3 – RFB, Supplementary Conditions, Article SC-6.02.C requires subcontractors to provide and maintain the same insurance as the Prime Contractor. These coverages and limits; specifically, the excess insurance requirement may not be commercially available or would be cost prohibitive to most subcontractors, particularly to DBE subcontractors. Further, this section states all policies of insurance shall be “claims made” basis. Our coverage is on an occurrence basis, which is broader protection than “claims made” since coverage is not limited to claims made during the policy period. Please revise to the following:

*“SC-6.02.C . . . All of the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall be “claims made” **or “occurrence” basis** and contain the name of the Project. ~~Subcontractors are to carry the same insurance as the prime contractor.~~ **Contractor shall require Subcontractors to provide insurance per Contractor’s usual business practices.**”*

Reply:

*Supplementary Conditions SC-602C:*

*Add the following language at the end of Paragraph 6.02 C.:*  
*Contractor shall deliver the required certificates of insurance prior to the commencement of any Work at the site. All of the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall be “Occurrence Basis” and contain the name of the Project. **Subcontractors are to carry the same insurance as the prime contractor.***

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Inquiry:

RFI 4 – RFB, Standard General Conditions, Article 6.03.C.7 requires General Liability Additional Insured Endorsements ISO CG 20 10 07 04 and CG 20 37 07 04 or their equivalents. The current forms of these endorsements utilized by ISO are the ISO CG 20 26 04 13 and CG 20 37 04 13 versions. Please confirm these forms are acceptable.

Reply:

*Either form is acceptable.*

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Inquiry:

RFI 5 – RFB, Standard General Conditions, Article 6.05.A.1 states both the Owner and Contractor are required to be listed as named insureds on the property policy. Please be advised that Owner should be listed as an additional insured on the applicable required insurance policy rather than as a named insured. Named insureds are normally tied to the first named insured (the entity shown on the declarations page) by sharing more than 50% common ownership. Additional insureds are a 3<sup>rd</sup> party that requires protection under the named insured's policies as the additional insured has a business interest that may result in both parties being brought into a suit. Please confirm the following revision is acceptable:

*"1. include ~~the Owner and~~ Contract as named insureds, . . ."*

Reply:

- 1. Include the Contractor as named insured and the Owner as additional insured.***

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Inquiry:

RFI 6 – RFB, Standard General Conditions, Article 6.06.A requires the Contractor to waive all rights against the Engineer, its consultants and all Subcontractors. Builder's risk insurers will only agree to waive subrogation against Engineers and their subconsultants for claims arising out of construction activities. Waivers of subrogation due to Engineer's and its subconsultants professional errors or omissions is not commercially available. Please amend this language as follows:

*"A. . . . Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, under such policies for losses and damages so caused, **except for losses and damages arising out of the rendering or failure to render any professional services. . .**"*

Reply:

Article 6.06A to read:

***All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused, except for losses and damages arising out of rendering or failure to render any professional services. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.***

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***Inquiry:***

RFI 7 – RFB, Supplementary Conditions, Article SC-6.03. G requires the Contractor to name other subcontractors as additional insureds on their liability policies. The Contractor should not be required to name other subcontractors as additional insureds. The Bidder requests the below revision:

***“G. Additional insureds: . . . include coverage for the respective officers, directors, members, partners, employees, agents, and consultants ~~and subcontractors~~ of each and any of all such additional insureds. . .”***

**Reply:**

*Supplementary Conditions SC-603G:*

**Replace Paragraph 6.03 G. with the following:**

***G. Additional insureds: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and contractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.***

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**Inquiry:**

RFI 8 - RFB, Supplementary Conditions, Section SC-6.05.C states the property insurance policy shall not have a deductible greater than \$5,000. Deductibles are the sole responsibility of the first named insured on the policy and not the responsibility of the owner or any other additional insureds on the policy. Because there is no financial exposure to the Owner, Contractor's deductibles should be at the sole discretion of the Contractor. Please strike the deductible requirement.

**Reply:**

*Supplementary Conditions SC-605:*

*Add the following language at the end of paragraph 6.05 C.:*

*The maximum deductible amount for any insurance required under paragraph 6.05 shall be \$5,000.00.*

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**LAKE WORTH DRAINAGE DISTRICT  
ACKNOWLEDGEMENT OF SOLICITATION ADDENDUM**

**Request for Proposal (RFP): 19- 7170L.07**  
**Project: Replacement of the Districts Control Structure No. 9**  
**Addendum Number: 2**  
**Dated: 03/02/2020**

**Receipt of Response is hereby acknowledged and included in the submittal due  
March 17, 2020.**

\_\_\_\_\_  
Respondent (Engineering Firm)

\_\_\_\_\_  
Printed Name & Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date