

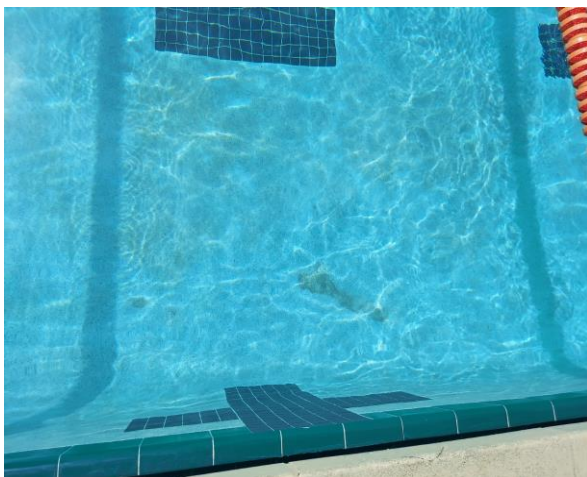
**Questions and Answers –
ITB 2024-02 Pool Resurfacing (Key West Campus)**

- 1) I do not see any requirements for a Bid Bond or Payment & Performance Bond for this project. Is there an intention to require either or both for this project?

Answer: There is no intention to require either because of the estimated project cost.

- 2) Do you have any deck level type photos to share prior to the pre bid meeting on the 12th?

Answers:



- 3) Is the depth of the pool 4' at the shallow end and 9' at the deep end? Just making sure I am reading the scope of work correctly.

Answer: Yes, the shallow-end of the pool is 4' and the deep-end 9'.

- 4) Are the insurance requirements including general liability aggregate at \$3M and Umbrella at \$4M a firm requirement?

Answer: Commercial General Liability Insurance: Shall protect the Bidder(s) performing work covered by this Contract from claims. For damages for personal injury, bodily injury, including accidental death, as well as claims from property damages, which may arise from operations under this Contract, whether such operations by himself or any subcontractor, or by any directly or indirectly employed by either of them. The minimum amount of such insurance shall be: \$1,000,000 per occurrence.

Bidder(s) shall procure and furnish an Owner's Protective Liability Insurance Policy with not less than the following limits:

\$1,000,000 Each Occurrence \$3,000,000 Aggregate

A copy of the policy shall be filed with The College, with the signed construction contract. This insurance shall include the interests of The College, the Bidder(s), and subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief. If not covered under all risk insurance or otherwise provided in the contract documents, the Bidder(s) shall affect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in an application for payment. Coverage of perils of fire, vandalism, malicious mischief, and those included in extended coverage in the amount of one hundred (100%) percent of Page 7 of 28 the values at risk.

- Umbrella or Excess Liability: \$4,000,000 per occurrence/\$4,000,000 aggregate limit – contractor and subs.

- Professional Liability for Primary Consultants and Design/Build Liability: When operations or activities under the contract involve any type of design work, professional liability coverage shall be maintained

by Bidder(s) covering wrongful acts, errors or omissions of Bidder(s) with a \$4,000,000 per occurrence and \$4,000,000 aggregate limits. Bidder(s) must keep the policy in force for three years after project completion. Suggest requiring that proof of coverage be provided up to the statute of repose after project completion.

- If Commercial General Liability policy excludes pollution, Bidder(s) Pollution Liability policy is required with a \$1,000,000 per occurrence and annual aggregate limit.

- In case any work is sublet, the Bidder(s) shall require the subcontractor similarly to maintain the same insurance as stated in items 1, 2, 3, 6, and 7 above unless such employees are covered by the protection afforded by the Bidders(s).

- Responsibility of Bidder- The Bidder shall be responsible for securing all necessary licenses and permits and shall comply in all ways with state, federal, local, and tribal codes.

- Conflict of Interest- The bid is subject to the provision of Chapter 112, Florida Statutes. All Bidders must disclose, with their bid, the name of any officer, director, or agent who is also employed by The College of the Florida Keys. Further, all Bidders must disclose the name of any employee or agent of the College who owns, directly or indirectly, an interest of five percent (5%) more in the Bidder's firm or any of its branches.