

Questions – 3/10/2023:

1. Attachment A 00X.04, Insurance Requirements, Coverages, and Limits, A. Insurance Requirements, Coverages, and Limits. 3) Professional Liability and Errors and Omissions include language that suggests that the Design-Builder can evidence Professional Liability insurance with a Per Claim and General Aggregate. Industry-standard provides an aggregate coverage limit, but it is not referred to as the General Aggregate. Please remove the word “General” from this section when referring to the “General Aggregate”.

**ANSWER:** “General” will be removed from Section A.3 regarding Professional Liability Aggregate limits.

2. Attachment A 00X.04, The section requires that any deductibles be indicated on the Certificate of Insurance. Because deductibles are the sole responsibility of the Design-Builder, and there is no financial exposure to the Authority, then the deductibles should be at the sole discretion of the Design-Builder. Please amend the paragraph to show as follows: “Deductibles may be allowed, at the Authority’s sole option, provided the insurer is required to pay claims from the first dollar at 100% of value without requiring the insured party to pay its deductible before that time. Any self-insurance retention shall be indicated on the Certificate of Insurance.”

**ANSWER:** No change will be made.

3. Attachment A 00X.04, Insurance Requirements, Coverages, and Limits, B. General Insurance Requirements: 16) states that only an insurance company may confirm that there are no pending claims that would impair the insurance company’s ability to cover the minimum insurance limits. The Design-Build Firm requests that their agent or broker also be allowed to confirm that there are no pending claims that would impair the insurance company’s ability to cover the minimum insurance limits. Please amend the section to include the following: 16) Any liability insurance aggregate limits are to be confirmed in writing by the respective insurance company, insurance agent, or broker that to their knowledge, as of the date of the design-build contract, there are no pending claims or legal actions against the Design-Build Firm, which if resolved in favor of the claimant would impair the insurance company’s ability to cover the minimum insurance limits stated herein.”

**ANSWER:** Section 16 will be amended to state: “Any liability insurance aggregate limits are to be confirmed in writing by the respective insurance company or insurance agent that to their knowledge, as of the date of the Design-Build Contract, there are no pending claims or legal actions against the Design-Build Firm, which if resolved in favor of the claimant, would impair the insurance company’s ability to cover the minimum insurance limits stated herein.”

4. Design-Build Specifications, Division I General Requirements and Covenants, 3-5.1 General Requirements of the Contract Bond requires the surety’s resident agent’s name, address, and telephone number are clearly stated on the Contract Bond form. Because resident agent countersignature laws have been eradicated throughout the United States, any bond that requires a resident agent countersignature or a resident agent signature violates law. Please amend the Contract Bond form to remove the requirement for a resident agent information.

**ANSWER:** Design-Build Specifications, Division I General Requirements and Covenants, 3-5.1 General Requirements do not require the agent to be a resident of Florida. The Contract Bond must be countersigned by an agent appointed by the Surety and licensed by the State of Florida.

5. Design-Build Specifications, Division I General Requirements and Covenants, Section 7 Legal Requirements and Responsibility to the Public, 7-13 Insurance, 7-13.2 Commercial General Liability Insurance states that the insurance limits may not be shared with or diminished by claims unrelated to the contract. The Design-Builder wishes to clarify that the Authority is not requesting project-specific policies with the following amendment: "The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and the per occurrence and general aggregate limits may not be shared with or diminished by claims unrelated to the contract."

**ANSWER:** Project-specific policies are required for this Project as set forth in Attachment A 00X.04.

6. Design-Build Specifications, Division I General Requirements and Covenants, Section 7 Legal Requirements and Responsibility to the Public, 7-13 Insurance, 7-13.2 Commercial General Liability Insurance states that the Authority shall be notified of all proposed policy changes. The Design-Builder's corporate insurance program undergoes many changes throughout the year that would have no effect on this project. Please amend to: "Prior to the execution of the Contract, and at all renewal periods which occur prior to final acceptance of the work, the Authority shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Authority shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed material and adverse change to any policy or coverage described herein."

**ANSWER:** Design-Build Specifications, Division I General Requirements and Covenants, Section 7 Legal Requirements and Responsibility to the Public, 7-13 Insurance, 7-13.2 Commercial Liability is amended as set forth in the amendments attached hereto.

7. RFP Section IX. Project Requirements and Provisions for Work D. Permitting states that "Any additional mitigation required due to design modifications proposed by the Design-Build Firm shall be the responsibility of the Design-Build Firm, consistent with the provisions of Section 373.4137, Florida Statutes, and acceptable to the permitting agency(ies). The Design-Build Firm shall be solely responsible for all costs associated with permitting activities and mitigation, and shall include all necessary permitting activities in its schedule."

Please confirm if the Design-Builder is responsible for all mitigation costs, or only the additional mitigation required due to design modifications.

**ANSWER:** The Design-Build shall be responsible for all mitigation costs. The Design-Build Firm is solely responsible for ensuring that any additional mitigation requirements made necessary due to design modifications proposed by the Design-Build Firm are met.