MIAMI-DADE COUNTY

MIAMI-DADE PUBLIC LIBRARY SYSTEM



ADDENDUM 11

Miami Lakes Library Branch

EXTERIOR IMPROVEMENTS AND COMPREHENSIVE INTERIOR RENOVATIONS

C23-MDPLS-02-ESP

2025

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ADDENDUM NO. 11

21-JUL-2025

PROJECT: Miami Lakes Library Branch

Exterior Improvements and Comprehensive

Interior Renovations 6699 Windmill Gate Rd., Miami, Florida 33014

BID DUE DATE: 6-AUG-2025 - Wednesday

FROM: Miami-Dade Public Library System (MDPLS)

Capital Program Division 101 West Flager

Miami, FL 33130

TO: Prospective Bidders and Interested Parties

This Addendum forms part of the project solicitation documents and will be incorporated into the Contract Documents, as applicable. Insofar as the Original Contract Documents, Drawings and Specifications are inconsistent, this Addendum shall govern. Please acknowledge receipt of this Addendum, at the time of bid submittal to Miami-Dade County, in the space provided on the "Acknowledgement of Addenda Form" provided with the project solicitation documents. Failure to acknowledge receipt of all addenda may be cause for disqualification.

Miami-Dade County's "Cone of Silence", Section 2-11.1(t) of the Code of Miami-Dade County, approved by the Board of County Commissioners, specifically prohibits communication in regard to this bid solicitation with County staff except as allowed by the Code. The period covered by the "Cone of Silence" is defined in the Code.

Bidders must file a copy of any written communication with the Clerk of the Board, which shall be available to any person upon request. Miami-Dade Public Library System (MDPLS) shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications for questions, Request for Information (RFI) and addendums may also be in the form of e-mail addressed to Malka Rodriguez at CGA@MDPLS.ORG with copy to the Clerk of the Board at clerk.board@miamidade.gov.

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Please be reminded that access to back of house and restricted areas are not allowed after the mandatory site visit held on 11-JUN-2025. Contractors can visit the Branch without impacting normal operations, requesting access to restricted areas, or damaging the building or any areas.

Change to Contract Insurance Requirements:

1. The enclosed document for Insurance Requirements supersedes section 1.7 Insurance Requirements of the Special Provisions.

ENCLOSURES:

1. Indemnification and Insurance requirements.

REMINDER:

Solicitation remains under the <u>Cone of Silence</u>. Please request information via email to: <u>Cga@mdpls.org</u> and copy the Clerk of the Board at <u>clerkbcc@miamidade.gov.</u>

END OF ADDENDUM NO. 11

Cc: Clerk of the Board (clerkbcc@miamidade.gov)

Lisa Thompson Erik Myers

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INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to Miami-Dade Public Library System (MDPLS) 101 West Flagler Street, Miami, Florida 33130, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, not to exclude Products and Completed Operations. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.
- D. Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence, and \$3,000,000 in the aggregate.
 - If Excess Liability is provided must be follow form of the General Liability policy.
- E. Pollution Liability Insurance in an amount not less than \$1,000,000 per occurrence covering Asbestos Abatement, third party claims, remediation expenses, and legal defense expenses arising from on-site and off-site loss, or expense or claim related to the release or threatened release of Hazardous Materials that result in contamination or degradation of the

environment and surrounding ecosystems, and/or cause injury to humans and their economic interest.

G. Completed Value Builders' Risk Insurance on an "all risk" basis in an amount not less than one hundred (100%) percent of the completed value of the project and to include coverage for the existing structures. Coverage shall remain in place until final completion of construction has determined by Miami Dade County. The policy shall be in the name of Miami Dade County and the Contractor.

NOTE: Builder shall indicate the cost associated with this coverage separately within their response to this RFP/BID. If the County elects to procure the Builders Risk Insurance coverage directly, the Builder shall reduce their GMP by the dollar amount specified according to G. above.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY

111 NW 1st STREET SUITE 2340 MIAMI, FL 33128