



## **ADDENDUM NO. 1**

### **BID NO. 2015-001- PUBLIC WORKS ADMINISTRATION BUILDING ROOF PROJECT**

**DATE: FEBRUARY 9, 2015**

**TO ALL BIDDERS:**

Please be aware of the following clarifications and/or changes to the above referenced bid:

- 1. Please make the following changes to, " Front End Documents – Part I":**
  - a. Page A-1, COMPLETION OF WORK: The timeframe for the completion of work has been changed from 40 calendar days after the commencement date stated in the Notice to Proceed or Purchase Order, to sixty (60) calendar days, upon notification by the awarded Contractor to the City, that the permitting process has been completed. A Notice to Proceed will be issued at that time.
  - b. Page A-8, Changes to Item 37 – INDEMNIFICATION:  
  
DELETE: Page A-8  
  
INSERT: Page A-8a
  - c. Page A-13, Addition to SCHEDULE OF BID PRICES  
  
DELETE: Page A-13  
  
INSERT: Page A-13a

**2. Please make the following changes to, “Roof Project Front End Part II”:**

- a. Page 12, Changes to Item 2.18 – INDEMNIFICATION:

DELETE: Page 12

INSERT: Page 12a

- b. Page 17, Changes to language for Article 5 – Progress Payments, Item 5.2.1, Paragraph 5.2.2 has been deleted. Paragraph 5.2.3 has been renumbered to 5.2.2.

DELETE: Page 17

INSERT: Page 17a

All other terms and conditions remain the same. There is no change to the bid submission date or time.

Please sign and return the acknowledgment page of this addendum by email or by fax. The original acknowledgement page is to be included with your bid submittal.



Patricia Greenstein  
Purchasing Manager

## ADDENDUM NO. 1 ACKNOWLEDGEMENT FORM

### BID NO. 2015-001- PUBLIC WORKS ADMINISTRATION BUILDING ROOF PROJECT

I acknowledge receipt of Addendum No. 1 for Bid No. 2015-001. This addendum contains seven (7) pages.

Company Name: \_\_\_\_\_

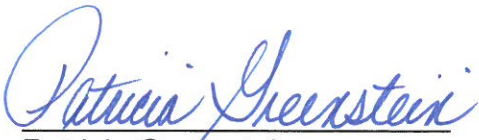
Address: \_\_\_\_\_

Name of Signer \_\_\_\_\_  
(please print)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Please fax your completed form to (954) 935-5258 or e-mail to  
[purchase@margatefl.com](mailto:purchase@margatefl.com).



Patricia Greenstein  
Purchasing Manager

NOTE: The original of this form must be included with your bid submittal and acknowledged on Page A-11, Item 4, "Bid Proposal Form Bid No. 2015-001".

### **Warranty of Fitness for a Particular Purpose:**

Successful Offeror warrants the equipment shall be fit for, and sufficient for, the purpose(s) intended and outlined within this bid/proposal package. Successful Offeror understands and agrees that City is purchasing the equipment in reliance upon the skill of the successful Offeror in furnishing the equipment suitable for the purpose stated.

If the equipment cannot be used in the manner stated in the bid/proposal, then City, at its sole discretion, may return the equipment to successful Offeror for a full refund of any and all moneys paid for the equipment.

- 33. CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in the current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 34. PRESENCE OF ASBESTOS MATERIALS:** If in the course of work, the Contractor encounters any existing materials which he suspects contain asbestos, the Contractor will stop work in that area immediately and notify the City.
- 35. SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from the General Conditions shall have precedence.
- 36. NON-COLLUSIVE STATEMENT:** By submitting this proposal, the Proposer affirms that this proposal is without previous understanding, agreement, or connection with any person, business, or corporation submitting a proposal for the same materials, supplies, service, or equipment, and that this proposal is in all respects fair, and without collusion or fraud. (Refer to "Non-Collusive Affidavit" form attached.)
- 37. INDEMNIFICATION:** For the total amount of one (1) million dollars, Contractor agrees to indemnify, and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized, including sub-contractors, by the indemnifying party in the performance of this construction contract. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.
- 38. WAIVER OF JURY TRIAL:** CITY AND CONTRACTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING, LAWSUIT OR COUNTERCLAIM BASED UPON THE CONTRACT, ARISING OUT OF, UNDER, OR IN CONNECTION WITH THE CONSTRUCTION OF THE WORK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR THE ACTIONS OR INACTIONS OF ANY PARTY.
- 39. DISPUTES:** NOT WITHSTANDING ANY OTHER PROVISIONS PROVIDED IN THIS CONTRACT, ANY DISPUTE ARISING UNDER THIS CONTRACT WHICH IS NOT DISPOSED OF BY AGREEMENT SHALL BE DECIDED BY THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA, WHO SHALL REDUCE HIS DECISION IN WRITING AND FURNISH A COPY THEREOF TO THE CONTRACTOR. THE DECISION OF THE CITY MANAGER OF THE CITY OF MARGATE, FLORIDA AND THOSE PERSONS TO WHOM HE DELEGATES AUTHORITY TO DECIDE DISPUTES, SHALL BE FINAL AND CONCLUSIVE UNLESS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE FRAUDULENT, CAPRICIOUS, ARBITRARILY, OR GROSSLY ERRONEOUS AS TO NECESSARILY IMPLY BAD FAITH, OR NOT SUPPORTED BY SUBSTANTIAL EVIDENCE.

**SCHEDULE OF BID PRICES – BID NO. 2015-001**

**TO: CITY COMMISSION**

**CITY OF MARGATE**

**(Please fill in all blanks and return with your proposal.)**

In accordance with your request for proposals and the specifications contained herein, the undersigned proposes the following:

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**Note: City permit fees shall not be waived and should be included in your bid proposal.**

DESCRIPTION	TOTAL COST
TOTAL COST OF ROOF PROJECT	\$ _____
BID ALTERNATE NO. 1 (IF ANY)	\$ _____
COST OF INDEMNIFICATION	\$100.00
GRAND TOTAL FOR ALL ITEMS	\$ _____

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**ALL BIDS MUST BE SIGNED WITH THE VENDOR NAME AND BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM BY SIGNATURE.**

**MATERIAL SAFETY DATA SHEETS ENCLOSED?      YES \_\_\_\_\_      NO \_\_\_\_\_**

**SPECIFICATION SHEETS/BROCHURES?      YES \_\_\_\_\_      NO \_\_\_\_\_**

**WILL YOUR FIRM ACCEPT PAYMENT VIA A CITY OF MARGATE PROCUREMENT CARD?      YES \_\_\_\_\_      NO \_\_\_\_\_**

**HAVE YOUR INSURANCE REPRESENTATIVE REVIEW THE SAMPLE INSURANCE CERTIFICATE TO ENSURE COMPLIANCE.**

## **2.18 INDEMNIFICATION:**

For the total amount of one (1) million dollars, CONTRACTOR agrees to indemnify, and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized, including sub-contractors, by the indemnifying party in the performance of this construction contract. Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

## **2.19 SURVIVAL OF OBLIGATIONS:**

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the WORK and termination or completion of the Agreement.

## **2.20 CORRECTION AND REMOVAL OF DEFECTIVE WORK:**

If required by CITY and ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective WORK, whether or not fabricated, installed or completed, or, if the WORK has been rejected by CITY and ENGINEER, remove it from the site and replace it with non-defective WORK. CONTRACTOR shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, attorneys and other professionals) made necessary thereby.

## **2.21 CONTRACTOR DELIVERABLES:**

- 2.21.1 Engineering Permit – three (3) sets of hard copies plus one (1) PDF copy.
- 2.21.2 Engineer's cost estimate or copy of contract.
- 2.21.3 Building Permit – three (3) sets.
- 2.21.4 Shop drawings – three (3) sets.
- 2.21.5 Record Drawings (as built) – two (2) sets of hard Copies (one full and one half size) plus one (1) PDF copy.
- 2.21.6 Record Drawings (as built) – 1 AutoCAD (2010 version, geo referenced).
- 2.21.7 Operation and Maintenance Manuals – Three hard copies plus one (1) PDF copy.



## **ARTICLE 5**

### **PAYMENTS**

#### **5.1 CONTRACT SUM**

CITY shall pay CONTRACTOR in current funds as full compensation for the performance of all the WORK subject to additions and deductions by Change Order as provided in this Agreement, the Contract Sum of \_\_\_\_\_

#### **5.2 PROGRESS PAYMENTS**

**5.2.1** The CONTRACTOR shall deliver to the OWNER itemized Application for Payment in such detail as indicated in the CITY approved Schedule of Values. CONTRACTOR may requisition payments for WORK completed during the Project at intervals of not more than once a month. The CONTRACTOR'S requisition shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all WORK completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR'S previous applications for payment, and any other supporting documentation as may be required by the ENGINEER or Contract Documents. Each requisition shall be submitted in triplicate to the ENGINEER for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval by the ENGINEER of the CONTRACTOR's requisition for payment.

**5.2.2** Ten percent (10%) of all monies earned by the CONTRACTOR shall be retained by the CITY until the WORK is totally completed as specified, and accepted by the CITY unless, at some point during the construction period, a retainage reduction is required to comply with Florida Statute 218.735(8).

**5.3** The Application for Payment shall constitute a representation by the CONTRACTOR to the OWNER that, to the best of the CONTRACTOR's knowledge, information and belief, the design and construction have progressed to the point indicated; the quality of the WORK covered by the application is in accordance with the Contract Documents; and the CONTRACTOR is entitled to payment in the amount requested.

**5.4** The CONTRACTOR shall pay each subcontractor, upon receipt of payment from the OWNER, out of the amount paid to the CONTRACTOR on account of such subcontractor's WORK, the amount to which said subcontractor is entitled in accordance with the terms of the CONTRACTOR'S contract with such subcontractor. The CONTRACTOR shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to sub-subcontractors in similar manner.

**5.5** The OWNER shall have no obligation to pay or to be responsible in any way for payment to a subcontractor of the CONTRACTOR except as may otherwise be required by law.

**5.6** No progress payment or partial or entire use or occupancy of the Project by the OWNER shall constitute an acceptance of WORK not in accordance with the Contract Documents.