



# MANATEE COUNTY FLORIDA

## FACSIMILE

March 4, 2010

TO: All Interested Bidders

SUBJECT: Invitation for Bid #10-1238DC  
Courthouse Chiller Piping - ADDENDUM #1

Bidders are hereby notified that this Addendum shall be acknowledged and made a part of the above named bidding and contract documents. The following items are issued to add to, modify, and clarify the bid and contract documents. These items shall have the same force and effect as the original bidding and contract documents, and cost involved shall be included in the bid prices. Bids to be submitted on the specified bid date, shall conform to the additions and revisions listed herein.

1. See attached Addendum #1 information as prepared by Forney Engineering, Inc.
2. Bid Section C General Conditions: Liquidated Damages amount is changed to \$715 per day; Construction Days are changed to 150 and 120; and Discretionary Work amount is \$65,000. (References work involved with heat exchanger)
3. Delete pages 10 and 23; and insert revised pages 10 and 23, Addendum #1.
4. Addendum #2 specifying an alternative bid option is being finalized for distribution. To afford an additional opportunity for bid clarification and an inspection of the project site, an Information Conference is scheduled for **Tuesday, March 9, 2010 at 2:00 P.M.** at the Manatee County Administration Building, 1112 Manatee Avenue West, 5<sup>th</sup> Floor Manatee Room, Suite 803, Bradenton, Florida. The site visit will immediately follow this meeting.

Bids will be received at Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 until **March 16, 2010 at 3:00 P.M.**

Sincerely,

Deborah Carey-Reed  
Construction Buyer

/dcr

Attachments

Financial Management Department - Purchasing Division  
1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205  
PHONE: 941.749.3074 \* FAX: 941.749.3034  
[www.mymanatee.org](http://www.mymanatee.org)



**MANATEE COUNTY HISTORIC COURTHOUSE  
CHILLER REMOVAL AND CONNECTION TO JUDICIAL CENTER**

**ADDENDUM NO. 1**

**The following are clarification and additions to the construction documents to be included with bid:**

- Item No. 1.1** The Construction Documents shall be modified to include 4" tap on the Chilled Water supply and return pipes on each level and in penthouse, with shut-off valve and blind flange cap. Taps shall be above ceiling level, fully accessible for future use. Coordinate locations with Engineer.
- Item No. 1.2** The spiral staircase indicated on the second floor of the Historic Courthouse shall be removed by the contractor to make room for the piping chase. This staircase shall become the property and responsibility of the contractor to dispose of in an environmentally acceptable fashion.
- Item No. 1.3** All permitting, equipment, materials, and work shall be included in the deadline completion indicated on the construction documents.
- Item No. 1.4** The project signs indicated on Sheet A-1 shall be 4' x 8' white board, with dark text, mounted on (2) supports. Exact text and logo shall be provided to contractor at pre-construction meeting.

**END OF ADDENDUM NO. 1**

*David Greene*

David Greene  
Project Manager

SECTION C  
GENERAL TERMS AND CONDITIONS OF THE CONTRACT

C.01 CONTRACT FORMS

The agreement resulting from the acceptance of a bid shall be in the form of the agreement stated in this bid.

C.02 ASSIGNMENT OF CONTRACT

Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or of his right, title, or interest therein, or his power to execute such Contract, or to assign any monies due or to become due thereunder to any other person, firm or corporation unless first obtaining the written consent of the County. The giving of such consent to a particular subcontractor assignment shall not dispense with the necessity of such consent to any further or other assignment.

C.03 COMPLETION OF WORK

The Work will be substantially complete and ready for occupancy within the specific calendar days from the date the Contract Time commences to run (upon issuance of Notice to Proceed). Two bids shall be considered based on **150 calendar days** and based on **250 120 calendar days**. The County has the sole authority to select the bid based on the Completion time which is in the best interest of the County. Only one award shall be made.

C.04 LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will hinder its completion within the time specified, the County may seek damages. The actual damages for delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the County the sum of **~~\$1,423~~ \$715** as fixed, agreed, and liquidated damages for each calendar day of the delay until the Work is finally accepted by the County and the Contractor and his Surety shall be liable for the amount thereof.

C.05 PAYMENT

Contractor shall submit an application, on a form provided or approved by the County, of an approximate estimate of the proportionate value of the Work done, items and locations of the Work performed up to and including the last day of the period then ending. The County will then review said estimate and make any necessary revisions so that the estimate can receive approval for payment. The amount of said estimate after deducting any required retainage and all previous payments shall be due and payable to the Contractor within 20 days after the pay estimate has been approved by the County.

It is the Contractor's responsibility for the care of any stored materials. Any damage to or loss of said materials is the responsibility of the Contractor. Any requests for payment of materials stored on site must be accompanied with a paid receipt. The Contractor warrants and guarantees that title to all work, materials and equipment covered by any application for payment, whether incorporated in the project or not, will pass to the County at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter referred to as "Liens").

**SECTION F**  
**BID FORM**

For: Courthouse Chiller Piping

ITEM	BID "A" - 150 CALENDAR DAY COMPLETION	LUMP SUM
1.	Mechanical Systems. Inclusive of all installation and restoration work required to render complete and operable system.	\$
2.	Controls System. Inclusive of all work required to render complete and operable system.	\$
3.	Electrical Systems. Inclusive of all work required to render complete and operable system.	\$
4.	Discretionary Work	\$ 65,000.00
	<b>TOTAL BID PRICE – BID "A"</b>	<b>\$</b>

ITEM	BID "B" – 120 CALENDAR DAY COMPLETION	LUMP SUM
1.	Mechanical Systems. Inclusive of all installation and restoration work required to render complete and operable system.	\$
2.	Controls System. Inclusive of all work required to render complete and operable system.	\$
3.	Electrical Systems. Inclusive of all work required to render complete and operable system.	\$
4.	Discretionary Work	\$ 65,000.00
	<b>TOTAL BID PRICE – BID "B"</b>	<b>\$</b>

Two schedules for Completion of the Work shall be considered. Each bid for completion by the specified stated time shall be offered as a separate "Total Bid Price." The County has the sole authority to select the bid based on the Completion Time which is in the best interest of the County.

BIDDER: \_\_\_\_\_