



MANATEE COUNTY FLORIDA

November 20, 2012

TO: All Interested Bidders
SUBJECT: Invitation for Bids #12-3032CD
Manatee County Desoto Center Sherriff's Office Generator Disconnect

ADDENDUM #1

Bidders are hereby notified that this Addendum shall be acknowledged on page 00300-1 of the Bid Form and made a part of the above named bidding and contract documents. Bids submitted without acknowledgment of the Addendum will be considered incomplete.

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. **CHANGE** Article C.16 on pages 00030-7 and 00030-8 of the bid documents to read as follows:

C.16 PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall furnish surety bonds using the form prescribed in F.S. 255.05, which is provided herein, as security for faithful performance of the Contract awarded as a result of this bid and for the payment of all persons performing labor and/or furnishing material in connection therewith. Failure to provide the required bonds on the prescribed form may result in successful bidder being deemed nonresponsive. Bonds must be in the form prescribed in F.S. § 255.05, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in F.S. § 255.05.

Surety of such bonds shall be in an amount equal to the bid award (100% each) issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to this County. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Performance and Payment bonds shall be issued to Manatee County, a political subdivision of the State of Florida, within fourteen (14) calendar days after notification of intent to award.

In addition, pursuant to F.S. § 255.05(1) (b), prior to commencing work, the Contractor shall be responsible and bear all costs associated to record the Performance and Payment bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Purchasing Division upon filing. Pursuant to F.S. § 255.05(1) (b), the County will make no payment to the Contractor until the Contractor has complied with this paragraph.

Financial Management Department - Purchasing Division
1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205
PHONE: 941.749.3034 * FAX: 941.749.3034
www.myanatee.org

Furnishing of the recorded Performance and Payment bonds shall be requisite to execution of a Contract with the County. Said Performance and Payment bonds will remain in force for the duration of the Contract with the premiums paid by the Contractor. Failure of the successful Bidder to execute such Contract and to supply the required bonds shall be just cause for cancellation of the award. The County may then contract with another acceptable Bidder or re-advertise this Invitation for Bid. If another Bidder is accepted, and notice given within ninety (90) days after the opening of bids, this acceptance shall bind the Bidder as though they were originally the successful Bidder.

Failure of the County at any time to require performance by the Contractor of any provisions set out in the Contract will in no way affect the right of the County, thereafter, to enforce those provisions.

2. **INSERT** the Public Construction Bond Form, attached to this Addendum #1, making it a part of the bid documents.

3. **CLARIFICATION** of Article 1.2D on page 01100-1 of the Contract Document Specifications:

At no time shall the building be without generator power during system change outs and operational turnover. To accomplish this, the Contractor shall provide a minimum 1000KW rental generator complete with an auto start and fuel. The Contractor shall hook the rental generator up prior to any system change outs or operational turnover.

4. **CLARIFICATION** of Section 02060- Demolition, on pages 02060-1 thru 02060-3 of the Contract Document Specifications:

The Contractor shall remove and dispose of the window from the room where the distribution panel and MTS are to be installed. The Contractor shall provide and install concrete block with sealer in the window opening after equipment is installed.

5. **DELETE** Bid Form pages 00300-2 thru 00300-3 and **INSERT** Revised Bid Form pages 00300-2 thru 00300-3 that are attached to this Addendum #1.

6. **CHANGE** the Due Date and Time to **Thursday, November 29, 2012 at 3:00 PM.**

END OF ADDENDUM #1

Bids will be received at Manatee County Purchasing, 1112 Manatee Avenue West, Bradenton, Florida 34205 until **Thursday, November 29, 2012 at 3:00 PM.**

Sincerely,



Melissa M. Wendel, CPPO
Purchasing Official

Financial Management Department – Purchasing Division
1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205
PHONE: 941.749.3014 * FAX: 941.749.3034
www.mvmanatee.org

**MANATEE COUNTY GOVERNMENT
PUBLIC CONSTRUCTION BOND**

Bond No. _____
(Enter bond number)

BY THIS BOND, We _____, located at _____, as
(Name of Contractor) (Address)

Principal and _____, a corporation, whose address is
(Name of Surety)

are bound to Manatee County, a political subdivision of the State of Florida, herein called County, in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

WHEREAS, the Contractor has entered into Contract No. _____ with the County for the project titled _____, with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purposes of explaining this bond.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs Contract No. _____, between Principal and County for construction of _____, the Contract being made a part of this bond by reference, at
(Title of Project)

the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays County all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____.

CONTRACTOR AS PRINCIPAL

SURETY

Company Name

Company Name

Signature

Signature

Print Name & Title

Print Name & Title

(Corporate Seal)

(Corporate Seal)

AGENT or BROKER

Company Name

Address

Telephone

Licensed Florida Insurance Agent?

Yes

No

License #: _____

State of: _____

County of: _____

City of: _____

(BID "A")

MANATEE COUNTY DESOTO CENTER SHERRIFF'S OFFICE GENERATOR DISCONNECT

Based on a Completion Time of 90 Consecutive Calendar Days following Notice to Proceed

ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS	\$	\$
2	Miscellaneous Work, Clean Up, & Record Drawings	1	LS		
3	Provide and Install all electrical equipment, conduits and wires to make a complete electrical system	1	LS	\$	\$
4	Provide and Install all controls, wires, and conduit – including MTS for power supply to make a complete system.	1	LS	\$	\$
5	Provide 1000KW rental generator, with auto start, and fuel	1	LS	\$	\$
6	Labor and material to remove and dispose of existing window of equipment room, then block and seal opening	1	LS	\$	\$
7	DISCRETIONARY WORK (USED ONLY WITH COUNTY APPROVAL)				\$10,000.00
Based on Completion Time of <u>90</u> Consecutive Calendar Days					\$

VENDOR NAME: _____

(BID "B")

MANATEE COUNTY DESOTO CENTER SHERRIFF'S OFFICE GENERATOR DISCONNECT

Based on a Completion Time of 60 Consecutive Calendar Days following Notice to Proceed

ITEM NO.	DESCRIPTION	EST. QTY.	U/M	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS	\$	\$
2	Miscellaneous Work, Clean Up, & Record Drawings	1	LS		
3	Provide and Install all electrical equipment, conduits and wires to make a complete electrical system	1	LS	\$	\$
4	Provide and Install all controls, wires, and conduit – including MTS for power supply to make a complete system.	1	LS	\$	\$
5	Provide 100KW rental generator, with auto start, and fuel	1	LS	\$	\$
6	Labor and material to remove and dispose of existing window of equipment room, then block and seal opening	1	LS	\$	\$
7	DISCRETIONARY WORK (USED ONLY WITH COUNTY APPROVAL)				\$10,000.00
TOTAL PRICE FOR BASE BID "B" - Based on Completion Time of 60 Consecutive Calendar Days					\$

VENDOR NAME: _____