



MANATEE COUNTY FLORIDA

FACSIMILE

June 30, 2010

TO: All Interested Bidders

SUBJECT: Invitation for Bid #10-1766DC
Juvenile Process Center Building Modifications

ADDENDUM #2

Bidders are hereby notified that this Addendum shall be 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. A second Site Visit is scheduled for **July 7, 2010 at 9:00 A.M.** at the proposed Juvenile Process Center. Interested bidders shall meet Mr. Howard Leyo, Manatee County Project Manager, at the site for access. Site location is: 421 17th Avenue West, Bradenton, Florida.
2. The Federal Wage Decision (ref. Davis-Bacon) for HVAC and other trades not specifically classified should be included within sections for "Pipefitter (HVAC Pipe Installation Only) and "Laborer: Common or General" as shown on Invitation for Bid page 62. Please contact agency directly for any specific clarifications in reference to the Davis-Bacon Act; the website for contact information is: www.gpo.gov/davisbacon.
3. Barbas Building Question #3, June 29, 2010:
Question: Verify no fire barrier ceilings are intended. See notes on Sheet A-103.
Response: There are no fire rated ceilings on the build-out.
4. Existing roof repair (completed by Sutter Roofing in 2009) information is attached.
5. Information Conference sign-in sheet is attached.

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

6. Security System: The owner does not have a requirement for a burglar alarm, since this facility will be staffed 24 hours. The required system is for access control only. The system shall be stand alone and shall be comprised of the following components (as shown on the plans) and sequence as shown below:
- a) The front entrance door shall have an electric strike and shall be controlled by a door release button at the front desk.
 - b) The sallyport motorized gate shall be controlled by the keypad at the gate AND the release button at the Control Station (112).
 - c) The sallyport main gate shall have a magnetic latch and shall be controlled by the local keypads (2) AND the release button at the Control Station (112).
 - d) The rear door from the Secured Vestibule (106) to the sallyport shall have an electric strike and shall be controlled by the local keypads (2) AND the release button at the Control Station (112).
 - e) The door between the Secured Vestibule (106) and Corridor (107) shall have an electric strike and shall be controlled by the local keypad AND the release button at the Control Station (112). Egress from the Corridor (107) shall be allowed without restriction.
 - f) The door between the Secured Vestibule (106) and Reception (104) shall have an electric strike and shall be controlled by the local keypads (2) AND the release button at the Control Station (112).
 - g) The door between the Secured Vestibule (106) and Open Area (113) shall have an electric strike and shall be controlled by the local keypads (2) AND the release button at the Control Station (112).
7. Addendum #3 being formulated in response to other questions previously asked.

Bids will be received at Manatee County Purchasing, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 until **July 14, 2010 at 11:00 A.M.**

Sincerely,


Deborah Carey-Reed, CPPB
Construction Buyer

/dcr
Attachments



"QUALITY AND SERVICE IN COMMERCIAL ROOFING SINCE 1979"

8284 VICO COURT • SARASOTA, FLORIDA 34240 • (941) 377-1000
FAX: (941) 377-4499 • www.sutterroofing.com LIC: #CC C020599

Date: March 13, 2009

Quote No. R9121

Sutter Roofing Company of Florida (hereinafter referred to as "Contractor") proposes to perform and furnish the labor, materials, insurance, supervision, equipment, and warranty (herein together referred to as the "Work") described herein for:

OWNER/CUSTOMER: Munatee County Government

ADDRESS: 1112 Manatee Ave. West

CITY/ STATE: Bradenton, FL. 34205

CONTACT: John Rowland

PROJECT: Old EMS Building - 421 17th Ave. West

CITY/ STATE: Bradenton, FL *Fax # 941-749-3018*

A. SCOPE OF WORK:

Pressure Wash, Spot Repairs, and ER Systems Roof Coating: (Approx. 3,600 SF. Including wall flashings.)

1. Properly set up jobsite with barricades and caution tape as needed for maximum safety of tenants and customers.
2. Obtain and supply the Insurance and Liability forms necessary for our portion of the work.
3. Pressure wash existing single ply membrane roof to remove accumulated dirt in preparation for repairs and coating. Repair any voids or punctures found during this process.
4. At areas of past repairs, inspect for water tight conditions and repair accordingly if needed.
5. Install ER Primer I base coat using an agricultural pump spray on all conditions of the roof.
6. Roll- apply a base coat of Erathanc 300 coating, @ a rate of 1 gal. per SQ., over all areas of the roof.
7. Roll- apply a final top coat of Erakote coating, @ a rate of 1.5 gals. per sq., over all areas of the roof.
8. Remove all debris associated with work.

9. Upon completion and final payment, furnish owner with two-year contractor workmanship and material warranty and 10yr. ER Systems Material Warranty.

10. OPTION: Clean out and remove debris from gutter system.

11. At all gutter joints remove old caulking, clean and prime areas for installation of new caulking.

B. CONTRACT SUM: Contractor shall perform the work for: Initial on the line for worked desired.

ER Coating System: \$13,348.00 _____

Optional: Gutter Repairs: \$ 500.00 _____

C. TERMS AND CONDITIONS: The terms and conditions set forth on the reverse side are a part of this proposal.

TERMS AND CONDITIONS

1. Nature of work. Sutter Roofing Co. of Florida ("Contractor"), by and through its subsidiaries and affiliates, shall furnish the labor and material necessary to perform the work described herein or in the referenced contract documents. Contractor does not provide engineering, consulting, or architectural services. It is the Owner's responsibility to retain a licensed architect or engineer to determine proper design and code compliance. Contractor assumes no responsibility for structural integrity, compliance with building codes, or design. If plans, specifications, or other design documents have been furnished to Contractor, Customer warrants that they are sufficient and conform to all applicable laws and building codes. Contractor is not responsible for any loss, damage, or expense due to defects in plans or specifications or building code violations unless such damage results from a deviation by Contractor from the contract documents. Customer warrants all structures to be in sound condition capable of withstanding normal activities of roofing construction equipment and operations. Contractor is not responsible for location of roof drains, adequacy of drainage, or ponding on the roof.

2. Asbestos and Toxic Materials. This proposal and contract is based upon the work to be performed by Contractor not involving asbestos-containing or toxic materials or mold and that such materials will not be encountered or disturbed during the course of performing the roofing work. Contractor is not responsible for expenses, claims, or damages arising out of the presence, disturbance, or removal of asbestos-containing or toxic material or mold. In the event that such materials are encountered, Contractor shall be entitled to reasonable compensation for all additional expenses incurred.

3. Payment. Unless stated otherwise on the face of this proposal, Customer shall pay the contract price plus any additional charges for changed or extra work no later than ten (10) days after substantial completion of the Work. If completion of the Work extends beyond one month, Customer shall make monthly progress payments to Contractor by or before the fifth (5th) day of each month for the value of Work completed during the preceding month. Final payment shall be made to Contractor within ten (10) days after substantial completion of the Work. A delay by the manufacturer in the processing and formal issuance of manufacturer's warranty document shall not be cause to delay the Customer's payment to Contractor.

4. Non-Payment. All sums not paid in full when due shall earn interest at the rate of 1% per month until paid. If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees and litigation expenses. Collection matters may be processed through litigation or arbitration at the discretion of the Contractor.

5. Insurance. Contractor shall carry workers' compensation, automobile liability, commercial general liability, and such other insurance as required by law. Contractor will furnish Certificates of Insurance, evidencing the types and amounts of its coverages, upon request. Customer shall purchase and maintain builder's risk and property insurance for the full value of the project, including the labor, material, and equipment furnished by Contractor, covering fire, extended coverage, malicious mischief, vandalism, and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted and Contractor's equipment is removed from the premises.

6. Additional Insured. If Customer requires and Contractor agrees to name Customer or others as an additional insured on Contractor's liability insurance policy, Customer and Contractor agree that the naming of Customer or other parties as an additional insured is intended to apply to claims made against the additional insured to the extent the claim is due to the negligence of Contractor and is not intended to make the Contractor's insurer liable for claims that are due to the fault of the additional insured.

7. Changes in the Work and Extra Work. Customer shall be entitled to order changes in the Work and the total contract price adjusted accordingly. Contractor shall not be required to perform any changed or additional work without a written request. Any penetrations through the roofing to be installed by Contractor not shown on the plans provided to Contractor prior to submittal of this proposal shall be considered an order for extra work, and Contractor shall be compensated at its customary time and material rates for performing such additional work.

8. Availability of Site. Contractor shall be provided with direct access to the work site for the passage of trucks and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work and sufficient areas of roof deck are available and free from dirt, water, or debris to allow continuous full operation until job completion. The expense of any extra trips by Contractor to and from the job as a result of the job not being ready for roof application after Contractor has been notified to proceed will be charged as an extra.

9. **Site Conditions.** Contractor shall not be responsible for additional costs required due to the existence of utilities, wet insulation, deteriorated deck, or other subsurface or latent conditions that are not disclosed in writing to Contractor. The rising, disconnection, re-connection, or relocation of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as an extra.

10. **Electrical Conduit.** Contractor's price is based upon there not being electrical conduit or other materials embedded within the roof assembly unless expressly identified on the face of this proposal. Customer will indemnify Contractor from any personal injury, damage, claim or expense due to the presence of electrical conduit, shall render the conduit harmless so as to avoid injury to Contractor's personnel, and shall compensate Contractor for additional time and expense resulting from the presence of such materials.

11. **Back Charges.** No back charges or claims for payment of services rendered or materials and equipment furnished by Customer to Contractor shall be valid unless previously authorized in writing by Contractor and unless written notice is given to Contractor within ten (10) days of the event, act, or omission that is the basis of the back charge.

12. **Working Hours.** This proposal is based upon the performance of all work during Contractor's regular working hours. Extra charges will be made for overtime and all work performed other than during Contractor's regular working hours, if required by Customer.

13. **Interior Protection.** Customer acknowledges that re-roofing of an existing building may cause disturbance, dust, or debris to fall into the interior and possibly, if hot asphalt is used, may result in asphalt drippage, depending upon deck conditions. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, loss of use, clean up, or damage to interior property that Customer did not remove or protect prior to commencement of roofing operations. Customer shall notify tenants of re-roofing and the need to provide protection underneath areas being re-roofed. Customer agrees to hold Contractor harmless from claims of tenants who were not so notified and did not provide protection.

14. **Mold.** Contractor is not responsible for indoor air quality, mold, or mildew. Customer should inspect periodically for the existence of leaks and take actions promptly, including notice to Contractor if Customer believes there are roof leaks, so that the source of water entry can be identified and corrected prior to the potential growth of mold.

15. **Warranty.** Contractor will warrant contractor's work in accordance with its standard warranty, which is incorporated by reference. A copy of Contractor's standard warranty is attached or, if not, will be furnished upon request. Contractor SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS. The acceptance of this proposal by the Customer signifies his agreement that this warranty shall be and is the exclusive remedy against Contractor pertaining to the roof installation. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this proposal. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material.

16. **Right to Stop Work.** The failure of Customer to make proper payment to Contractor when due shall, in addition to all other rights, constitute a material breach of contract and shall entitle Contractor, at its discretion, to suspend all work and shipments, including furnishing warranty, until full payment is made or terminate this contract. The contract sum to be paid Contractor shall be increased by the amount of Contractor's reasonable costs of shutdown, delay, and start-up.

17. **Damages and Delays.** Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be liable for damages based upon delay or liquidated damages or penalties resulting from any delay in completion of the Project. Contractor shall not be responsible for loss, damage, or delay caused by circumstances beyond its reasonable control, including, but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order, strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor, changes in the work and delays caused by others. In the event of these occurrences, Contractor's time for performance under this proposal shall be extended for a time sufficient to permit completion of the Work.

18. **Tolerances.** All materials and work shall be furnished in accordance with normal industry tolerances for color, variation, thickness, size, weight, amount, finish, texture, and performance standards. Specified quantities are intended to represent an average over the entire roof area.

19. **Fumes and Emissions.** Customer acknowledges that odors and emissions from roofing products will be released and noise will be generated as part of the roofing operations to be performed by Contractor. Customer shall be responsible for interior air quality, including controlling mechanical equipment, HVAC units, intake vents, wall vents, windows, doors, and other openings to prevent fumes and odors from entering the building. Customer is aware that roofing products emit fumes, vapors, and odors during the application process. Some people are more sensitive to these emissions than others. Customer shall hold Contractor harmless from claims from third parties relating to fumes and odors that are emitted during the normal roofing process.

20. **Arbitration.** If a dispute shall arise between Contractor and Customer with respect to any matter or questions arising out of or relating to this Agreement or the breach thereof, such dispute, other than collection matters, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

21. **Material References.** Contractor is not responsible for the actual verification of technical specifications of product manufacturers; i.e., R-value or ASTM, or UL compliance, but rather the materials used are represented as such by the material manufacturer.

D. This Proposal is subject to revision or withdrawal by Contractor for any reason until communication of acceptance, and may be revised after communication of acceptance where an inadvertent error by Contractor has occurred. This Proposal expires thirty (30) days after the date stated above if not earlier accepted, revised, or withdrawn.

By: 
Aaron A. Vento

Title: _____ Estimator

The undersigned hereby accepts this Proposal and, intending to be legally bound hereby, agrees that this writing shall be a binding contract and shall constitute the entire contract.

Owner/Customer _____

By: _____

Title _____

Date: _____

INFORMATION CONFERENCE: INVITATION FOR BID
IFB #10-1766DC Juvenile Process Center Building Modifications

DATE: June 23, 2010 TIME: 10:00 AM

TELEPHONE/ FAX/ EMAIL	NAME (PLEASE PRINT)	COMPANY NAME
P-941.749.3074 F-941.749.3034 deborah.carey-reed@mymanatee.org	DEBORAH CAREY-REED	MC PURCHASING
(941) 322-0522 GAFCONC@gmail.com	George Frudakis	GAFCON, INC
941-748-5200 FAX 748-1591	Todd Kadebach	Remco const.
813 933 4416 F 813 933 4417 MARKGILBERT@BIZ@AOL.COM	MARK GILBERT	GILBERT AND SON CONSTRUCTION
813-885-3705 / 866-306-1799 dwhite@QualifiedSystems.net	David white	Qualified systems
941-923-9679 F 941 295-7342 BARRY@BARBASBUILDING.COM	Barry Barbás	BARBAS BUILDINGS + DESIGNS
941-923-9679 F 941 295-7342 Swiderc@comcast.net	CHIP SWIDER	BARBAS BUILDING + DESIGN.
941-378-2129, 877-281-3744 lmorris@frenchae.com	LARRY MORRIS	FRENCH'S A.C.
813-675-4577 Brady@Lansfordandson.com	Brady Lansford	Lansford & Son Bldg Svc.s.
BRIAN HENRY ESEY JERRY APPE BRIAN AND TERRIE@AOL.COM	751-1727 (F) 251-3568	FRENCH CONSTRUCTION BRANFORD
941-722-0771 FAX 941-722-7400 RJL@05@TAMPABAY.RR.COM	Rick Lord LITTLEFIELD	LITTLEFIELD ELECTRIC INC
DAVID GREENE 941.748.5884	DAVID GREENE	FEI
941-748-5884 pfeikema@forneyengineering.com	Phil Feikema	FORNEY ENGINEERING
305-0050 Rfessor@BMCARCHITECTS .com	ROB RUSSELL	BMC ARCHITECTS

TELEPHONE/ FAX/ EMAIL	NAME (PLEASE PRINT)	COMPANY NAME
727-320-3586	Joseph Greene	Landmarc Contracting
941-737-8442 Sandhoffmail@aol.com	Bill Sandhoff	Sandhoff Const. Co. Inc
813/441-0474 MATTHEWNUB6@EMAIL.COM	MATTHEW CARLSON	New Vista Builders Group, LLC
941-923-6112 941 923-1570 Sohnt@Deleslinecon.com	John Delesline	Delesline Const. Inc.
441 729 1111 PH 441 721 3222 FAX LTPLUMBING@GMAIL.COM	LARRY TURGER	LT PLUMBING LLC
941-953-4700 FAX 953-4500 PH Slestimating@holland-corp.com	CLIVE FUNK SCOTT SQULEY	HOLLAND CONSTRUCTION Guthrie Drxwell
863-382-3619 863-385-8649	CARL VINCENT FAX: 863.385.9396	E.D. KETCH CONST
727-447-2186 727-447-1185 michael@ameriprideirrigation.com	Michael Schraeger	AMERI PRIDE, INC.

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DATE: June 23, 2010 TIME: 10:00 AM

TELEPHONE/ FAX/ EMAIL	NAME (PLEASE PRINT)	COMPANY NAME
P-941.749.3074 F-941.749.3034 deborah.carey-reed@mymanatee.org	DEBORAH CAREY-REED	MC PURCHASING
P 941-955-5990 F 941-955-5994 Chip@demurphy.com	Chip Bell	✓ De Murphy Const.
o 729-0000 F 729-0007 Jim.Pastor@ZConstruction.com	Jim Pastor	✓ Zinkel Bach Construction
P 727 513 1107 F 727 512 7415 info@evelandconstruction.com	MICHAEL EVELAND	✓ EVELAND BROTHERS, INC.
P 813 874 1608 F 813 822 8224 SWROBEL@SECURITYLOCK SYSTEMS.COM	STEVE WROBEL	SECURITYLOCK SYSTEMS
941-907-9099 941-907-9079 (F) rgiasson@halfacreco.com	Reed Giasson	✓ Halfacre Construction
941-907-9099 941-907-9079 (F) mcard@halfacreco.com	Mark Card	✓ Halfacre Construction Company
941.747.1062 (P) 941.747.8027 (F) ADAM@NDCCONSTRUCTION.COM	ADAM PHILLIPS	✓ NDC CONSTRUCTION
941 795 2732 941 795 3732 - FAX MARKU@MANASOTA CONSTRUCTION.COM	MARK UNGER	MANASOTA COMMERCIAL CONSTRUCTION
941-922-3544 FAX 941-920-0850 greg@delta-southernfl.net	GREG GAWREN	✓ DELTA SOUTHERN CONSTRUCTION
P- 881 F- 813 514-6598 813-248-6564	Matthew Hodges	✓ Kenyon & Partners
	ELAINE MAHOLTZ	
	Ken Hawke	Manatee County
	Lynette Miralla	Community Seawater