

ADDENDUM NO. 1
December 13, 2016
Council Chambers Renovations
Contract No. EPW 2017-07

By: Scott W. Isberner, P.E.
Project Engineer

The following modifications and clarifications are made to the subject Invitation to Bid for the above referenced project:

THE LETTING TIME AND DATE FOR THIS CONTRACT IS 2:00 PM (EST), JANUARY 5, 2017.

1. Delete Sub-Article 6.2.3 of Sub-Section 6.2 INSURANCE REQUIREMENTS of SECTION 6 LEGAL RESPONSIBILITY in the General Conditions in its entirety and supersede with:

6.2.3 COMMERCIAL GENERAL LIABILITY - \$2,000,000 General Aggregate - with the minimum limits of \$1,000,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability, Property Damage Liability, Premises and Operations, Independent contractors, Products and Completed Operations, Broad Form Property / Personal Injury, XCU coverage, and a contractual Liability Endorsement.

2. Delete Sub-article 8.1.3 of SECTION 8 PAYMENT OF CONTRACTOR in the General Conditions in its entirety and supersede with the following:

8.1.3 This is a Lump Sum Contract and all work shown or indicated on the plans or in the RFB Package or necessary for a complete and functioning project shall be included in Proposal Pay Item B, Mobilization, Lump Sum, Pay Item C, Furnish & Install - Miscellaneous & Finish Carpentry for Dais, Staff Table & Podiums, Pay Item D, Furnish & Install - Audio Visual Equipment, and Pay Item F Add Alternate Option, Pay Item A, Center Video Projector – Christie Digital DHD600-G + lens with pole mount hardware (projector only, infrastructure is part of base bid). Any references to Method of Measurement, and/or Basis of Payment and/or any Pay Items not listed on the Proposal Form, regardless of where those references are contained in the Contract Documents, are superseded by this sub-article. Any quantities shown or indicated in the Plans are for information only and it is the sole responsibility of the Contractor to develop its own quantities based on plan measurements and details and/or any other means the Contractor deems are prudent. Pay adjustments, as shown in the Contract Documents, regardless of where those pay adjustments are referenced, shall not apply, except as provided for in General Conditions Sub-Article 3.2.2.

3. Delete Article 2.1 of the Contract in its entirety and supersede with the following:

2.1 Unless extended or terminated, the period of performance of this CONTRACT shall commence upon the effective date of the Notice to Proceed and continue for a period of seventy-sixty (76) calendar days. The CONTRACTOR shall not proceed with work under this CONTRACT until a written Notice to Proceed is received from the TOWN.

4. Delete Sub-Section 1.8 of PART I – GENERAL in SECTION 0050 SPECIAL CONDITIONS of the Technical Special Provisions in its entirety and supersede with:

1.8 Work Hours: Contractor work hours are restricted to Monday through Friday from 7:00 a.m. to 5:00 p.m. NO SATURDAY or SUNDAY work is allowed. The Contractor shall not leave work unattended at any time as the building is in use at all times.

5. Delete Sub-Article 3.7A in the AV SYSTEM SPECIFICATIONS on Sheet AV5 of the plan set in its entirety and supersede with:

A. Contractor will warrant the system to free from defects in materials and workmanship for a period of two (2) years from the date of final acceptance.

6. To further clarify, a sixty (60) calendar day Procurement Period shall commence with execution of the Notice to Proceed (NTP). This time period shall be utilized by the contractor to adjust work forces, equipment, schedules, and the procurement of material, shop drawing approval, obtain building permit, and perform millwork operations off site. Charging of Contract Time will begin when this time period ends or on the actual day that work begins at the site, whichever is the earlier. No construction shall occur at Town Hall prior the NTP date. Liquidated Damages shall not apply to the procurement period.

7. To further clarify, sixteen (16) calendar days shall be added to the contract time for restricting the contractor from working on Saturdays and Sundays. With the addition of sixteen calendar days the contract time is hereby amended to seventy-six (76) calendar days. This clarification does not apply to the Procurement Time Period.

8. To further clarify, the contractor shall provide new carpeting to closely match existing pattern and color or as selected by owner from samples furnished by contractor.

9. To further clarify, the AV infrastructure includes all conduit and wiring for the center projector (note 2.2, I, 5 on sheet AV5 of the plan set).

10. Delete pages 110 - 114 of the Bid Forms of Division V in its entirety and supersede with the attached Bid pages:

BID
COUNCIL CHAMBERS RENOVATION
TOWN OF JUPITER
PALM BEACH COUNTY, FLORIDA
CONTRACT NO.: EPW 2017-07

DATE

SUBMITTED: _____

BIDDERS NAME: _____

1. The undersigned Bidder, hereby warrants and affirms under oath and penalty of perjury that the only person(s) who has a financial interest in the Bid as Principal(s) is/are expressly named herein; that no other person(s) other than those listed herein has any financial interest in this Bid or in the Contract to be awarded; that this Bid is made without the joint or co-venture, partnership, assistance or other relationship or connection with any other person or entity submitting a Bid in this procurement; and that the Bid made is in all respects fair, in good faith and made without collusion or fraud.
2. The Bidder further declares that the Bidder has examined the site or location, of the Work and is fully informed as to all conditions pertaining to the location of the Work; that the Bidder has examined the Plans and Specifications for the Work and the Contract Documents, including but not limited to, the Request For Bids, Instructions to Bidders, Bid Form, Bid Bond, Sworn Statement on Public Entity Crimes, Sample Contract, General and Supplemental Conditions, Technical Specifications, and all other forms included with the Bid Documents, and has read all of the Bid Documents furnished by the Town prior to the opening of Bids; and that the Bidder fully understands the Work to be performed.
3. If this Bid is accepted, the undersigned Bidder agrees to complete all Work under this Contract within (76) days from the date established by the Town in the "Notice to Proceed with Contract Work."
4. If the Contractor fails to complete the Work within the time fixed by the Contract, or any extension thereof granted, the Contractor shall be liable to the Town, not as a penalty but as liquidated damages, the sum of (\$250.00) for each calendar day that the Work remains incomplete after the Contract completion date or any extension thereof, plus any monies paid by the Town to any other person or entity to preserve or complete the Work. The liquidated damages and other costs shall be deducted from monies due to be paid the Contractor by the Town, or if no money is due or the amount due is insufficient to cover the amount charged, the Contractor and the Contractor's Surety shall be liable for the amount due.

Item	Description	Unit	Quantity	Unit price	Total Price
A	Indemnification Pursuant to Section 8, Indemnification, payment for this bid item will be made at the Contract Lump Sum Price of \$100.00 as part of the first invoice in the first pay request. This indemnification shall remain in force during the entire contract period and any subsequent extensions.	LS	1	\$100.00	\$100.00
<i>Unit Price Written in Words: One Hundred Dollars and No Cents</i>					
B	Mobilization	LS	1		
<i>Unit Price Written in Words:</i>					
C	Furnish & Install - Miscellaneous & Finish Carpentry for Dais, Staff Table & Podiums	LS	1		
<i>Unit Price Written in Words:</i>					
D	Furnish & Install - Audio Visual Equipment	LS	1		
<i>Unit Price Written in Words:</i>					
E	Contingency Contingency work determined in accordance with Sub-Article 3.2.2 of the Contract and as directed by the Engineer.	LS	1	\$10,000.00	\$10,000.00
<i>Unit Price Written in Words: Ten Thousand Dollars and No Cents</i>					
GRAND TOTAL PRICE FOR CONTRACT \$					
WRITTEN AMOUNT:					

Add Alternate Option

Item	Description	Unit	Quantity	Unit price	Total Price
F	Center Video Projector – Christie Digital DHD600-G + lens with pole mount hardware (projector only, infrastructure is part of base bid).	LS	1		
<i>Unit Price Written in Words:</i>					

5. If this Bid is accepted, it is understood that all terms and conditions of the Bid documents shall be binding upon the parties. If awarded the Contract, the undersigned Bidder agrees to execute a Contract with Town of Jupiter which shall memorialize the terms and conditions of the Work including the required bonds (each bond equal to one hundred percent (100%) of the total Contract Bid), the insurance, indemnification, the, Instructions to Bidders, General Conditions, Supplemental Conditions, Technical Specifications, and Plans.
6. Attached to this Bid Form is a cashiers check or approved Bid Bond for the sum of Dollars (\$_____) as required by the Instructions to Bidders.
7. The Bidder understands that this Bid does not constitute a contract with the Bidder. There is no official contract binding the parties until: (1) bids are reviewed and accepted by Town staff; (2) the Contract has been approved by the appropriate level of authority within the Town; and (3) the Contract has been executed by both parties.
8. The undersigned Bidder understands and agrees that if the Bidder is awarded the Contract but fails to execute and deliver the Contract and the Bonds within fifteen (15) days after receipt of the Contract, then the Bid Bond or securities accompanying the Bid, shall be paid to the Town of Jupiter, otherwise, the Bid Bond or Bid security shall be returned to the Bidder.
9. The legal name of the Bidder together with the signature of the person authorized to bind the Bidder, and the signature of any licensee qualifying the Bidder, must appear on the signature page of this Bid.
10. The Bidder understands and agrees that the Bidder must perform all work necessary to complete the job as described in the Plans and Specifications. Payment will be made only for the actual quantities of Work performed and accepted or materials furnished in accordance with the Contract. All work and materials not specified under "Item Description" in the Bid shall be considered incidental to the Contract.
11. The undersigned Bidder hereby states that, in making this Bid, the Bidder has complied with Section 725.06, Florida Statutes (if that law is applicable to this project), by including in the amount of the Bid, the specific consideration for the indemnification of the Town by the Bidder as required by this statute.
12. Both the Bidder and the licensee shall fill in the information below as required by Chapter 489, Florida Statutes. Licensee is defined herein as the person who is the licensed Contractor who qualifies the bidding entity. If the Bidder is an individual, the individual must be licensed. (Please print or type, excluding signatures).

NAME:

ADDRESS

FEID OR SOCIAL SECURITY
NUMBER

LICENSE NUMBER

STATE OR COUNTY:

LICENSE TYPE:

(Attach a copy of License)

LICENSE LIMITATIONS, IF ANY:

(Attach a separate sheet of limitations, if necessary)

LICENSEE SIGNATURE:

BIDDER'S NAME:

BIDDER'S SIGNATURE:

BIDDER'S ADDRESS:

BIDDER'S PHONE NUMBER:

BIDDER'S FAX NUMBER:

ADDENDUM ACKNOWLEDGEMENT (If necessary)

The Bidder has received Addendum No. _____, dated _____

The Bidder has received Addendum No. _____, dated _____

The Bidder has received Addendum No. _____, dated _____

The Bidder has received Addendum No. _____, dated _____

If an **INDIVIDUAL** is a Bidder,
sign on this line. If doing business as
another entity.

(Signature)

(Address)

If a **PARTNERSHIP** is a Bidder, fill
in name of Partnership, followed by
the signature of the partner signing.

(Signature)

Business address of Partnership
(Names and addresses of all partners.
Attach separate sheet if necessary.

(Address)

(Name of Partnership)

(Business Address of Partnership)

If a **CORPORATION** is Bidder, fill
in the name of the Corporation,
followed by the signature of the
President or Vice President.

(Name of Corporation)

(President)

(Address)

If a Bidder is a **CORPORATION** ,
affix Corporate Seal.

(Corporate Seal)

The bidders shall acknowledge the receipt of this Addendum No.1, in the space provided in the Bid Documents.

This is the end of Addendum Number 1.

Also included is the agenda items discussed at the pre-bid meeting. This information is not a part of this addendum and is provided for casual information.

MANDATORY PREBID MEETING AGENDA
December 7, 2016 – 2:00 PM
Council chambers Renovations
Contract EPW 2017-07

1. Introductions: This meeting is being recorded and is a mandatory pre-bid meeting.
2. The Bid Opening is January 5, 2016, as advertised.
3. Sealed Bids will be delivered to the Town Clerk's Office, as noted in Article 13 of the Invitation to Bid. The Town Clerk's Office is located at the NW corner of Town Hall at the main entrance to Town Hall near the Building and Utilities Departments.
5. The Project is **NOT** funded by Federal grants.
6. The Contract Period for Performance is sixty (60) days and damages incurred by the Town for an unexcused duration beyond that requirement has been liquidated at \$250/day. The contract time includes procurement time.
7. Scope of Work: The general scope of work for this project can be characterized as the renovations to the dais, a new staff table and podiums, and audio visual system upgrades for the Council Chambers located at Town of Jupiter Town Hall, 210 Military Trail in Jupiter Florida, 33458.
9. Payment and Performance Bond are not required; Insurance Requirements are outlined in Section 6 of the General Conditions. Appropriate Insurance Certificates, with the minimum specified coverage shall be provided to the Town upon notification of pending award, but shall be submitted no later than the signing of the contract by the Contractor prior to the Town fully executing the Contract. The COMMERCIAL GENERAL LIABILITY the General Aggregate has been increased from \$1,000,000.00 to \$2,000,000 - with the minimum limits of \$1,000,000 Per Occurrence, this will be addressed in Addendum No. 1.
10. The Contractor shall have on the site a competent supervisor that has the authority to direct the work at all times.
11. The Town's policy is to insure the health welfare and safety of the public, as well as that of the Contractor's personnel.
12. In the Bid Submission, please take note of the Bid Checklist.
13. With regard to the Bid Form, itself, Bidders are directed to the requirement that prices shall be written numerically and in words. The bidders are directed to write in words the lump sum price and at the bottom of the bid form, write in words the total bid. If there are any ambiguities or mathematical errors that have been made in a bid, the Town will use the lump sum price, written words, to extend unit prices for a total price of each bid item.
14. Note the Contingency Bid line item and the manner in which it will be employed. The contingency is written into the bid for unforeseen conditions, and may not be paid to the Contractor. The contingency will be paid to the Contractor on an as needed basis. See Subsection 3.2.2 of the General Conditions.

15. With regards any required supplemental agreements; the Contractor shall provide, at a minimum, a breakdown, in accordance with Subsection 3.2.2 of the general conditions, of material and labor costs for the proposed extra work for the Town's review and approval. A supplemental agreement would be drafted to allow the Town to use a portion of the contingency.
16. Please carefully read the Supplemental Conditions.
18. Please note the Warranty Provisions: The Contractor warrants to the Town that all materials and equipment furnished under this Contract will be new and that all work will be of good quality free from faults and defects and is in conformance with the Contract. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Town, the Contractor shall furnish satisfactory evidence as to the kind and quality of the materials and equipment. All work, equipment and materials furnished as part of the Contract shall be warranted for a minimum of two (2) years. Warranty periods shall begin at the date of final written acceptance of the Project by the Town. If any work, materials or equipment is determined to not be in conformance with the Contract requirements during this warranty period, or is otherwise found to be defective, such items shall be corrected or replaced, at Contractor's expense. See Article 4.16 of the General Conditions and the Supplemental Conditions.
19. Contract Time Extensions: The Town may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of Bid. The Town will grant Contract Time Extensions, on a day for day basis, for delays caused only by the effects of rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in the Contractor being unable to work at least fifty percent (50%) of the normal work day on pre-determined controlling work items due to adverse weather conditions. See Subsection 7.10.2 of the General Conditions.
20. The Engineering Department's personnel will be performing Quality Assurance inspections and the Town of Jupiter Building Department's personnel Regulatory inspections. The Contractor is directly responsible for all Quality Control required.
21. The Contractor shall obtain a Town of Jupiter Building Permit from the Town of Jupiter Building Department prior to the commencement of work, at no additional expense to the Town. See Item #5 of the Supplemental Conditions. The cost of the building permit is 2% of the project value.
22. **CONE OF SILENCE**
Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039, all solicitations, once advertised and until an award recommendation has been approved by the appropriate authority are under the "Cone of Silence". This legislation limits and requires documentation of communications between potential bidders and/or bidders on Town solicitations, the Town's professional staff, and the Town Council members.

What this means, is, all communications from the time of the advertisement to the award of the contract for this project must be in writing. U.S. Mail and faxes are acceptable, NO EMAILS. The TOJ Engineering Department's fax number is 561-741-2515.

The provisions of this Ordinance shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, and contract negotiations during any public meeting. The Cone of Silence shall terminate at the time

that the Town Council awards or approves a contract, rejects all proposals or otherwise takes action which ends the solicitation process.

23. Notice of any defects or ambiguities in the plans and specifications shall be brought to the Town's attention prior to submission of the bids. Statements made during the course of this meeting are not necessarily a directive. The language of the contract supersedes any such statement. If an issue arises needing clarification or correction, it will be made in an Addendum. All questions shall be provided in writing.

In order for any such request to be given consideration, the written request must be received by the Town's Project Engineer at least ten (10) calendar days prior to the date fixed for the opening of Bids. Interpretations or clarifications deemed necessary by the TOWN will be issued in the form of written addenda which, will be mailed to all parties recorded by the TOWN as having received the Bid Documents, no later than five (5) calendar days prior to the date fixed for the opening of Bids. The Town's Engineering Division publishes invitations to bid on Demand Star, along with any associated documents. In addition, all addenda are published on Demand Star. If a bidder obtains the Invitation to Bid from Demand Star, addenda will not be mailed to those bidders. It shall be the bidder's responsibility to obtain the addenda from Demand Star and acknowledge receipt of addenda in the bid forms. See Item #2 of the Supplemental Conditions.

24. Please check and verify that you have indicated your attendance on the sign in sheet. This is a mandatory pre-bid and if you have not signed in a member of your firm, your bid will be rejected.
25. Questions.