



THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

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ADDENDUM NO. 7

DATE: **August 21, 2018**

PROJECT: **ITB 0318-2360
FIRST STEP SHELTER BUILDING**

OPENING DATE: **AUGUST 31, 2018**

This addendum is hereby incorporated into the Request for Proposal for the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~strike through~~.

1. Answers to Bidders' questions:

Question 1: Provide the City's required Bid and Payment/Performance Bond forms.

Response: The form Payment and Performance Bonds are ATTACHED for Bidders' information.

Question 2: Will the City accept state certified W/MBEs? Also, will the City accept W/MBEs certified by other government agencies?

Response: MBE and WBE status and subcontracting are not considered in award of this contract.

Question 3: Provide a specification, including approved manufacturer, product, and color/finish if applicable, etc. for the following:

- a. *Air barrier shown at the perimeter of the doors and windows per the details on Sheet A6.1 and the vertical metal fascia per 5/A5.3 and A/A5.0. Are there any other locations where the air barrier should be installed?*
- b. *Exterior aluminum soffits at Rooms 100D, 100F, 116F, 119, and outside Door 47.*
- c. *Lockers at Rooms 116B and 118A.*
- d. *Insulation at the standing seam metal roof areas.*
- e. *Pre-fabricated parapet coping as implied per 7/A2.6.1.*
- f. *Exterior building signage and logo per East Elevation on Sheet A3.0.*
- g. *Shelving at Rooms 100E and 117G.*
- h. *Exterior sunshade at the high windows WE/3.*
- i. *FRP panels at Rooms 116C, 116D, 117J, 118B, and 118C.*

Response: a. Tremco ExoAir 230 or equal.
b. Petersen PAC-Clad .032 Aluminum Reveal Wall Panels or equal.
c. Lockers are not required and are being removed from the project.
d. Carlisle Syntec Systems SecurShield Polyiso or equal.
e. Petersen Aluminum Pac-Tite .040 Aluminum tapered coping or equal.
f. Exterior building signage will match the monument sign in Phase 1 and will be provided by that vendor, it is not a part of this contract.
g. Shelving is Not in Contract, to be provided by others.
h. YKK AP Thermashade Series 36" nominal, 6" blade louver, boxed fascia, or equal
i. .090 4' x 8' FRP panels as manufactured by Stabilit or equal.

Question 4: Verify the color selected for the standing seam metal roof will be from the manufacturer's available standard colors.

Response: Color will be selected from standard colors.

Question 5: Clarify the color selection for the flashing and sheet metal, since Paragraph 2.01(A) of Section 076100 specifies "custom color" to match composite aluminum panel system, which is not indicated.

Response: Color will be selected from standard colors.

Question 6: Provide tilt wall panel layout with dimensions locating panel to panel joints and rustication/reveals to be cast into the panels.

Response: Specialty engineer to design panel widths per structural requirements. The joints/ reveals as shown on structural drawings locations per exterior elevations.

Question 7: Provide dimension details showing depth, width and configuration for the rustication/reveal strips shown on Sheet A3.0.

Response: See detail 3/S3.4 (panel joint). Use same depth/ width/ configuration as panel joint. Sheet A3.0 shows locations. Dimensions will be in shop drawings. Locations are typical. Panels not shown will be similar to ones shown.

Question 8: Since none are shown on the drawings, should gutters and downspouts be installed at the standing seam metal roofs at Rooms 116F and 119?

Response: No. Provide 30" wide splash pads full length at low roofs similar to a/c walk pads.

Question 9: Provide plans for revised lighting and lightning protection to reflect changes if Alternate 1 is accepted.

Response: Delete lighting and lightning protection at these areas. Modify circuits and routing as required. If alternate is accepted construction set will show revision. Provide for a complete system with alternate as required.

Question 10: Clarify the wall finish for Room 117J, since A7.0 shows gyp board/epoxy coated, whereas 7/A2.4 implies FRP panels.

Response: Provide FRP panels as called for on sheet A2.4.

Question 11: Provide details for the area between Rooms 112 and 113 that seem to imply a shower.

Response: See Addendum #5 that shows bath/ shower area. Note shower to be as showers shown on sheet A2.4 typ.

Question 12: Will fire sprinklers be required at the exterior covered areas Rooms 100D, 100F, 116F and 119?

Response: Fire protection is a performance spec on the documents. Your specialty engineer needs to design the system per required codes and criteria in our documents.

Question 13: Verify that cubical curtains and tracks per Section 102123 are not applicable.

Response: There is 80 linear feet of cubicle curtains in the Health Ward with (5) 12" radius bends. Provide 25 lineal feet of cubicle curtains at Men's Shower area (for privacy at dressing area: Note: Shower curtains called for at showers.

Question 14: Is the contractor required to install any furniture or equipment provided by the owner, since the Notice to All Contractors on Sheet MS1.0 states "all dashed-in equipment shall be furnished by the owner and received, stored and installed by the contractor"? If so, provide product data, including sizes and weights for all dashed-in items to be installed by the contractor as shown on the Furniture Plan Sheet A2.3.

Response: Contractor is not responsible for installation of owner provided furniture.

Question 15: Provide a drawing identifying the interior wall types within Rooms 116C, 116D, 118B and 118C, since they are not identified on Sheet A2.1 or A2.4.

Response: Provide type 3 walls at all four locations, and provide finishes per room finish schedule.

Question 16: Clarify the flooring for Room 117J, since Sheet A2.2 specifies epoxy, whereas Sheet A7.0 shows polished concrete.

Response: Provide epoxy flooring.

Question 17: Will the exterior tilt up panels be coated in one color or multiple colors?

Response: There will be two colors, 75% field color & 25% accent color.

Question 18: Is interior painting limited to one color throughout or should the bid reflect multiple colors?

Response: Multiple colors.

Question 19: Are the showers per 9/A2.4 ADA accessible as required by the fixture schedule on Sheet P-001?

Response: The ADA showers are indicated on the plans.

Question 20: Provide a location for each roof top electrical panel rack per 2/S4.3, since none are shown on the roof or the electrical plan.

Response: All disconnects are attached to roof equipment. See sheet E-103.

Question 21: Provide a location for each roof top piping and conduit support per 3/S4.3, since none are shown on the roof, electrical or mechanical plans.

Response: Not required.

Question 22: Is a wood fence system to be installed at the east side of Room 119 as noted on Sheet A2.0, since it is not shown in the east elevation on Sheet A3.0?

Response: Yes - required. It was not shown for clarity.

Question 23: Are cabinets, countertops or shelving to be included in Rooms 100, 101B, 113, 116E, 117D, 117F, 117L and 118D? If so, provide elevations and details.

Response: Room 113, provide millwork as shown in Room 114A, all others no millwork required.

Question 24: Is a framed drywall partition to be installed along the interior of the exterior walls behind the coolers and freezer as implied on Sheet A2.1?

Response: Yes, above the Cooler/ Freezer height. Do not provide studs/ insulation behind unit.

Question 25: Confirm that a 4" concrete curb is to be installed for the framed walls at the interior of the exterior walls at all locations with epoxy base, since the wall sections do not show the concrete curb against the tilt wall panels.

Response: Yes, at all epoxy base locations.

Question 26: Provide a location for the knox box as specified per Paragraph 3.02(B) of Section 104400, since it is not indicated on the drawings.

Response: This does not affect the cost of the project, the exact location will be field coordinated with the Contractor.

Question 27: Provide a floor plan showing the tile pattern per Paragraph 2.02(B) of Section 096519.

Response: There is no ceramic tile on the project, omit specification section 093000 TILE.

Question 28: Provide a sign schedule for the FISH signage to be installed on the door frames per Paragraph 3.04 of Section 104400.

Response: FISH signage at door frames is not required.

Question 29 Are the light poles by the Phase 1 contractor per the response to Question #3 in Addendum 1?

Response: The light poles are a part of Phase 2.

Question 30: Clarify the exterior sheathing, since Paragraph 2.1(B) of Section 092600 specifies 5/8", whereas details A/A5.0 and 5/A5.3 shows 1/2".

Response: 1/2"

Question 31: Clarify the wood door finish, since Paragraph 2.02(B) 4 of Section 081416 specifies field transparent finish, whereas Section 099000 has no specification for the finish. Should the doors be factory finished?

Response: Factory finished.

Question 32: Provide a specification, if required for painting the exterior wood fences and rain screens.

Response: Not required.

Question 33: Provide a location for the concrete floor finish as specified per Paragraph 2.04(F) of Section 099000, since it is not indicated on the Room Finish Schedule.

Response: Omit paragraph from specification section, it is not required.

Question 34: Clarify the substrate for the standing seam metal roof, since Paragraph 2.03(H) of Section 074100 specifies plywood, whereas the drawing details do not show plywood. If plywood is required provide a specification and thickness.

Response: Plywood is not required, details govern.

Question 35: Because the project is on an accelerated completion schedule should the contractor include in the bid price moisture mitigation barrier/sealer at all floors that are to receive resilient tile, carpet tile and epoxy coating, since the new concrete will not meet the manufacturer's relative humidity (RH) requirements?

Response: Include moisture mitigation in the bid price.

Question 36: Provide a specification for the concrete slab on grade, polishing and stain/stamped as shown on Sheet A2.2 and A7.0.

Response: Not required, disregard floor finish item 7 on finish schedule.

Question 37: Although City is tax exempt, verify that the bid price is to include all sales tax.

Response: All pricing is to include sales tax.

Question 38: Confirm that the project scheduling requirements can be met utilizing the standard bar chart method developed with MS Project software.

Response: Confirmed.

Question 39: Because the project is on an accelerated completion schedule is it acceptable to submit shop drawings and product data electronically instead of providing six sets of documents as specified per Section 016100. Also, will the architect review these documents in less than two weeks?

Response: Electronic submittals are preferred and every effort will be made to return submittals in less than two weeks.

Question 40: Although specified on Sheet E-004 verify that there are no engine generators.

Response: Generator to be provided by others.

Question 41: Provide a specification and size for the ceiling access panels at Rooms 116C and 117J for VAV maintenance and service.

Response: Refer to Response to Question 3i.

Question 42: Should a 4" raised concrete floor area be installed under the washers and dryers in Room 117J?

Response: Yes.

Question 43: Confirm that there is no light weight concrete roof deck/substrate. This is mentioned several times in Section 075500, however none is shown on the drawings.

Response: No lightweight concrete required.

Question 44: Confirm that both General Site Notes 1 and 15 on Sheet A1.0 will be waived, since the bidder cannot report discrepancies or conflicts prior to the bid as related to site work and foundations to be performed by the Phase 1 contractor.

Response: Notes 1 and 15 on Sheet A1.0 are waived.

Question 45: Detail A/A5.0 shows standing seam roof panels being installed vertically as wall or extended fascia panels. Due to the difficulty in seaming the roof panels together, PAC-CLAD /Peterson recommends using a Peterson wall panel. Please advise.

Response: Vertical panels are to be the same as the roof panels.

Question 46: Please provide a stained/seal concrete spec. Drawing A2.2 has a note (7) stating Stained Concrete/Stamped but drawing A7.0 has note (7) calling out Accent Concrete Stained/Sealed. There is no specification that spells out a polishing system to be used or any clarification for the stain or sealer. Please advise.

Response: Disregard floor finish (7) on the finish schedule, there is no stained concrete.

Question 47: The bathroom wall finish on sheet A7.0 calls for ceramic wall tile over cement board. There are no wall elevations that depict ceramic tile. Please advise.

Response: There is no ceramic wall or floor tile on the project.

Question 48: Signage: Are there exterior letters? Not shown on elevations. Is there a Monument Sign? Address Numbers? If so, please advise on size, material and manufacture method (cast, cut, etc.)

Response: Monument sign is in Phase 1, exterior letters are same as on monument sign.

Question 49: Tilt Wall Panel Joints: will the interior tilt wall panel joints need to be caulked?

Response: Yes.

Question 50: Where on plan is section 9/A2.0.1 and 10/A2.0.1?

Response: These details refer to typical rain screens shown on exterior elevations, sheet A3.0.

Question 51: Is venting of the propane water heaters required?

Response: Venting is required and shall be per manufacturer's recommendations. A sketch will be issued in forthcoming addendum.

Question 52: Confirm that the HVAC controls per Paragraph 2.13 on Sheet M-002 is proprietary and be single sourced to Automated Logic.

Response: The intent of the specification is for the controls vendor to be single sourced to automated logic.

Question 53: Clarify System Commissioning per Paragraph 3.06 on Sheet M-003 which requires an “approved agency hired by the contractor”, since a commissioning agent is typically paid for by the owner. Will commissioning as specified per this paragraph be required?

Response: The contractor is required to hire a commissioning agent that can provide a commissioning report that meets the requirements of the Florida Energy Code. These requirements have been summarized in the specifications.

Question 54: Clarify the warranty/guarantee as specified on Sheet P-001, since it is unusual for the plumber to “maintain the stability of work and materials and keep same in perfect repair and condition of the period of ? year”.

Response: The statement shall read: “THE CONTRACTOR SHALL WARRANTY/GUARANTEE AND MAINTAIN THE STABILITY OF WORK AND MATERIALS AND KEEP SAME IN PERFECT REPAIR AND CONDITION FOR THE ENTIRE DURATION OF PROJECT.”

2. All other terms and conditions remain the same.

Proposers shall acknowledge receipt of this addendum on page BID PROPOSAL LETTER-3.

The City of Daytona Beach

Joanne Flick, CPPO, CPPB
Purchasing Agent

Remember to register with the City of Daytona Beach at www.vendorregistry.com to be notified of future bid opportunities with the City. As of 9-30-18 we will no longer be using our current system.

BOND NUMBER: _____

PAYMENT BOND

BY THIS BOND, We, > _____,
as principal ("Contractor"), and _____

_____ a surety company authorized to do business in the State of Florida ("Surety"), are bound to the City of Daytona Beach, a Florida municipal corporation, as obligee ("Owner"), in the sum of \$ _____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND IS that if Contractor:

1. Promptly pays all claimants, as defined in F.S. § 255.05(1), supplying Contractor with labor, materials, services and/or supplies, used directly or indirectly by Contractor in the prosecution of the work provided in the written contract between Contractor and Owner for **[briefly describe work here]** having an effective date of _____ (the "Contract"), the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of Contractor's default by under the contract;

Then this bond is void; otherwise, it remains in full force and effect.

Surety, for the value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the work to be performed thereunder or the specifications accompanying the contract will in any way affect Surety's obligations on this bond, and Surety waives notice of any such change, extension of time, alteration, or addition.

This bond is subject to the provisions of F.S § 255.05, including F.S. § 255.05(7); and in case of conflict between this bond and F.S. § 255.05, the statutory provisions will govern.

DATED ON _____, 20____.

CONTRACTOR AS PRINCIPAL
COMPANY: _____ (Corporate Seal)
[insert name here]

SURETY
COMPANY: _____ (Corporate Seal)
[insert name here]

Signature: _____
Name and Title: _____
Contractor Address: _____

Signature: _____
Name and Title: _____
Surety Address: _____

NOTE: CONTRACTOR WILL POST THIS BOND AT THE PROJECT WORK SITE AT ALL TIMES. CONTRACTOR WILL RECORD THIS BOND IN THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA

END OF FORM

BOND NUMBER: _____

PERFORMANCE BOND

_____, as "Contractor" or "Principal," and _____, as "Surety," enter into and execute this Performance Bond and bind themselves in favor of the City of Daytona Beach, a Florida municipal corporation, as "Obligee," in the sum of \$ _____, being 100% of the Contract Price referenced below, or such greater amount as the Contract Price may be adjusted from time to time in accordance with the Contract between Contractor and Obligee referenced below ("the "Penal Sum").

WITNESSETH:

WHEREAS, Contractor has executed a contract with Obligee having an effective date of _____ (the "Contract") for _____ (the "Project"); and

WHEREAS, the Contract establishes a contract price to be paid by Obligee to Contractor for performance of the Project, subject to terms and conditions, and provides for changes to the work to be performed and corresponding adjustments to the Contract Price; and

WHEREAS, the Contract requires Contractor to furnish a Performance Bond in form acceptable to Obligee.

NOW THEREFORE, Surety and Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree:

1. CONTRACT INCORPORATED; SURETY AND CONTRACTOR BOUND FOR FULL PERFORMANCE. The Contract is incorporated by reference and made a part of this Performance Bond. Surety and Contractor are bound for the full performance of the Contract including without exception all of the Contract Documents (as defined in the Contract) and all of their terms and conditions, both express and implied.

2. OBLIGEE'S AFFIDAVIT OF CONTRACTOR DEFAULT. If Obligee provides to Surety a written affidavit of Obligee stating that the Contractor is in default of the Contract, then upon delivery of such affidavit to Surety in the method for providing notices as set forth in Paragraph 7, Surety must promptly notify Obligee in writing which action Surety will take as provided in Paragraph 3.

3. SURETY'S OBLIGATION UPON DELIVERY OF OBLIGEE'S AFFIDAVIT OF CONTRACTOR'S DEFAULT. Upon the delivery of Obligee's affidavit as provided in Paragraph 2, Surety may promptly remedy the referenced breach or default or must, within 10 days thereafter proceed to take one of the following courses of action:

a. *Surety may Complete Performance.* Surety may complete performance of the Contract including correction of defective and nonconforming Work through Surety's own contractors or employees, subject to Obligee's right to approve or reject such contractors and employees. Obligee's right to approve will not be unreasonably withheld as to any contractor or employee who would have qualified to submit a responsive bid on the Contract and is not affiliated with Contractor as described in the Contract. During this performance by Surety, Obligee will pay Surety from Obligee's own funds only those sums as would have been due and payable to Contractor under the Contract as and when they would have been due and payable to Contractor in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due Obligee under the Contract. During this performance, Surety's payment bond must remain in full force and effect.

b. *Surety may tender a Completing Contractor acceptable to Obligee.* In order to be effective, Surety's tender must include a written contract for fulfillment and completion of the Contract, executed by the Completing Contractor, to Obligee for Obligee's execution. Surety's tender is subject to Obligee's right to approve or reject the contractor; provided that Obligee's discretion to approve the

Completing Contractor will not be unreasonably withheld as to any contractor who would have qualified to submit responsive bid on the Contract and is not affiliated with Contractor as described in the Contract. Obligees discretion to approve the Completing Contractor, however, shall be in Obligees sole subjective discretion. Upon execution by Obligees of the contract for fulfillment and completion of the Contract, the Completing Contractor must furnish to Obligees a performance bond and a separate payment bond, each in the form of those bonds previously furnished to Obligees for the Project by the Contractor. Each such bond must be in the Penal Sum of the full cost to complete the Contract. Obligees will pay the Completing Contractor from its own funds only those sums as would have been due and payable to Contractor under the Contract as and when they would have been due and payable to Contractor in the absence of the default, not to exceed the amount of the remaining Contract balance less any sums due Obligees under the Contract. To the extent that Obligees is obligated to pay the Completing Contractor sums which would not have then been due and payable to Contractor under the Contract (any sums in excess of the then remaining Contract balance less any sums due Obligees under the Contract), Surety must pay to Obligees the full amount of those sums at the time the Completing Contractor is tendered to the Obligees so that Obligees can utilize those sums in making timely payment to the Completing Contractor.

c. *Tender the Penal Sum to Obligees.* If Surety tenders the Penal Sum, Obligees will refund to Surety without interest any unused portion not spent by Obligees to, at Obligees option: (i) procure and pay a completing contractor, plus the cost allowed under Paragraph 4, after completion of the contract for fulfillment and completion of the Contract and the expiration of any applicable warranties; or (ii) complete the Project using Obligees own forces, plus the cost allowed under Paragraph 4, after completion of the Project.

d. *Other Acts.* Surety may take any other acts mutually agreed upon in writing by Obligees and Surety.

IT SHALL BE NO DEFENSE TO SURETYS OBLIGATION TO UNDERTAKE ONE OF THE PRECEDING COURSES OF ACTION THAT CONTRACTOR CONTENDS THAT CONTRACTOR IS NOT IN BREACH OR DEFAULT OF THE CONTRACT, OR THAT THE NOTICE OF DEFAULT WAS DEFECTIVE, OR THAT CONTRACTOR HAS RAISED ANY OTHER CLAIM OF DEFENSE OR OFFSET, PROVIDED ONLY THAT SURETY HAS RECEIVED THE AFFIDAVIT OF THE OBLIGEE AS SPECIFIED IN PARAGRAPH 2.

4. SURETYS ADDITIONAL OBLIGATIONS. In addition to those duties set forth herein above, Surety must promptly pay Obligees (i) all losses, costs and expenses resulting from Contractors breach(es) or default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, plus (ii) liquidated or actual damages, whichever may be provided for in the contract, for lost use of the Project, plus (iii) re-procurement costs and fees and expenses, plus (iv) costs incurred at the direction, request, or as a result of the acts or omissions of Surety; provided that in no event shall Suretys liability exceed the Penal Sum.

5. SURETYS WAIVER OF NOTICE. Surety waives notice of any modifications to the Contract, including changes in the Contract Time, the Contract Price, the amount of liquidated damages, and the scope of the Project or the Work to be performed.

6. NO THIRD PARTY BENEFICIARIES. Surety provides this Performance Bond for the sole and exclusive benefit of Obligees and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors and assigns. No other party, person or entity has any rights again Surety.

7. METHOD OF NOTICE. All notices to Surety, Contractor, or Obligees must be given by Certified Mail, Return Receipt Requested, or by overnight courier, to the address set forth for each party below:

SURETY:

Name: _____

OBLIGEE:

City Manager
The City of Daytona Beach
301 S. Ridgewood Avenue

Attention: _____
Street: _____
City, State, Zip _____

Daytona Beach, FL 32114

With/copy to: City Attorney
301 S. Ridgewood Avenue
Daytona Beach, FL 32114

CONTRACTOR:

Name: _____
Attention: _____
Street: _____
City, State, Zip: _____

8. STATUTE OF LIMITATIONS. Any action hereon may be instituted so long as the applicable statute of limitations governing the Contract (including any warranty period) has not run or expired or within three years following Final Completion of the Contract (including any warranty period) and acceptance of the Work performed under the Contract by Obligee, whichever is longer.

9. RECITALS. The recitals contained in this Performance Bond are incorporated by reference herein and are expressly made a part of this Performance Bond.

10. GOVERNING LAW. This Performance Bond shall be governed by, and construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions.

11. VENUE. In the event any legal action shall be filed upon this Performance Bond, venue shall lie exclusively in the Circuit Court for Volusia County, Florida.

DATED ON _____, 20____.

CONTRACTOR AS PRINCIPAL
COMPANY: _____ (Corporate Seal)
[insert name here]

SURETY
COMPANY: _____ (Corporate Seal)
[insert name here]

Signature: _____
Name and Title: _____

Signature: _____
Name and Title: _____

END OF DOCUMENT