



St. Johns River Water Management District

Ann B. Shortelle, Ph.D., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500
On the internet at www.sjrwmd.com.

DATE: August 16, 2018
TO: Interested Firms
FROM: Alan Weaver, CPPO, Sr. Procurement Specialist
SUBJECT: Two-Step Invitation for Bid 33537, Addendum 1
Lake Apopka Innovative Total Phosphorus Removal

Please be advised of the following changes to the subject Two-Step Invitation for Bid:

1. The time and date for the submittal of responses remains the same: 1:00 p.m., September 13, 2018.
2. On page 8, delete Item 9. Bid Guaranty in its entirety. A bid bond is not required for this project.
3. Page 22, delete the "Bid Bond Form" in its entirety. A proposal bond is not required for this project.
4. Page 23, the form, "Payment Bond," shall be deleted in its entirety and replaced with the attached, "Payment Bond."
5. On page 32, under Additional Provisions, the paragraph, "**Bid Bond**," shall be deleted in its entirety.
6. On page 32, under Additional Provisions, the paragraph, "**Performance and Payment Bond**," shall be deleted in its entirety and replaced with the following:

"**PAYMENT BOND:** The security furnished by Contractor and surety in either the form provided or in a form approved by the District as a guarantee that Contractor will pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work; and the District for all losses and damages, expenses, costs, and attorney's fees, including appellate proceedings, that the District sustains because of a default by Principal under the contract."

7. On page 35, paragraph "18. Bonds," shall be deleted in its entirety and replaced with the following:
 - "(a) **Payment Bond.** A payment bond in the amount of \$250,000 is required.
 - (b) **Recording.** Bonds shall be recorded in the public records of the county where the Work is located. A certified copy of completed and recorded bonds must be delivered to and accepted by the District prior to commencement of the Work. Bond premiums shall be paid by Contractor. Bonds shall be on the form provided in the Bid Documents and written through a licensed agency that fulfills the requirements of §287.0935, Fla. Stat.
 - (c) **Qualification-Management and Strength.** The Surety executing a bond must be rated no less than "Excellent" for both financial strength and issuer credit, with a rating outlook of stable or positive for both, and must have a financial size rating of VII or better according to the latest information available from A.M. Best Company, Inc.'s, rating and analysis web site.

(d) In lieu of the bond, Contractor may submit an alternative form of security in the form of cash, money order, certified check, cashiers check, clean irrevocable letter of credit, or other security acceptable to the District.”

8. On page 37, the paragraph, “**Non-Lobbying & Integrity,**” shall be deleted in its entirety and replaced with the following:

“**NON-LOBBYING & INTEGRITY.** Pursuant to §216.347, Fla. Stat., Contactor agrees that funds received from the District under this Agreement shall not be used for the purpose of lobbying the Legislature or any other state agency. Contactor certifies, by its signature to the Agreement, that to the best of Contractor’s knowledge and belief, Contactor has complied with all federal, state, and local laws in its dealings associated with this agreement, including but not limited to, §112.3261, Fla. Stat.”

9. On page 41, the paragraph, “**Remedies for Non-Performance,**” shall be deleted in its entirety and replaced with the following:

“43. **REMEDIES FOR NON-PERFORMANCE**

- (a) **District Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the District may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the District may terminate this Agreement for cause. Alternatively, the District may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through District action or that of a third party. Delay or failure by the District to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the District’s rights or remedies for any subsequent breach of this Agreement.
- (b) **Contractor Correction of Deficiencies.** The District shall provide Contractor with written notice of deficiency. At the District’s sole judgment and discretion, the District may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the District pursuing alternative remedies, as provided herein.
- (c) **District Technical Assistance.** The District may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the District is performing a function that Contractor is required to perform, the District may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the District shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the District determines that such assistance is necessary to complete the Work.”

NOTE: Please acknowledge receipt of this Addendum in your submittal.

If you have any questions regarding this addendum, contact Alan Weaver at (386) 329-4271 or via email at aweaver@sjrwmd.com.

PAYMENT BOND

Bond Number _____
Surety Number _____

St Johns River Water Management District Contract Number 33537

BY THIS BOND, we, _____, whose address is _____, Phone _____, (“Principal”), and _____, whose address is _____, Phone _____, a corporation organized under the laws of the state of _____ and licensed to do business in the state of Florida (“Surety”), bind ourselves and our heirs, personal representatives, successors, and assigns, jointly and severally, unto the St. Johns River Water Management District (the “District”), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, Phone (386) 329 4500, for the use and benefit of claimants, as defined in §255.05(1), Fla. Stat., in the amount of \$250,000.00, for the payment of which sum will and truly be made.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly makes payment to all claimants supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work described in the contract, and
2. Pays the District all losses and damages, expenses, costs, and attorney’s fees, including appellate proceedings, that the District sustains because of a default by Principal under the contract; and

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in §255.05(2) and (10), Fla. Stat.

Any changes in or under the contract documents (which include the plans and specifications) and compliance or noncompliance with any formalities connected with the contract documents or the changes do not affect Surety’s obligation under this bond, and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this bond shall increase or decrease in accordance with approved changes or other modifications to the contract documents.

IN WITNESS WHEREOF, Principal and Surety have executed this instrument under their several seals on this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and this Bond fully signed by each party’s undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

Principal

(Official title)
Surety

By: _____

(Typed name) (SEAL)

(Official title)

By: _____

(Typed name) (SEAL)

(Countersignature by Florida Registered Agent)

NOTE: If Principal and Surety are corporations, the respective corporate seals should be affixed and attached. Attach a certified copy of power of attorney appointing individual attorney-in-fact for execution of Payment Bond on behalf of Surety.