

ADDENDUM #1

TO

SPECIFICATION AND CONTRACT DOCUMENTS

July 2, 2020

TO: ALL PLAN HOLDERS

FOR: ITB-020-2020 JET A 15,000 GALLON BOTTOM LOAD FUEL TANK - REBID

The purpose of addendum #1 is to add and alternate item to the bid and specify the required bid bond, performance and payment bond information.

Contractor must acknowledge receipt of all addenda with submittal on the form provided herein.

ALTERNATE: One (1) 20,000 gallon, bottom load, Flameshield Steel Aboveground Jet-A Tank System, Double-wall, meeting all UL-142 and SWRI 97-04 Standards for Steel Aboveground Tanks for Flammable and Combustible Liquids, internally epoxy coated and exterior coated with white epoxy paint, with the tank mounted on stationary sloped steel saddles welded to tank and mounted to the concrete pad.

Please see the attached revised bid form for submittal of your bid.

This section has been added to the bid.

T. **BONDS:** A Bid bond in the amount of 5% of the total bid price is required. Please see attached forms. Payment and Performance bonds are also required each for the total amount of your bid Proposal.

No. 1 Dated _____

Signature: _____

THIS FORM MUST BE INCLUDED WITH PROPOSAL



Bidder Must Submit With Bid
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

_____ as Principal, hereinafter called Contractor, and
_____ as Surety, are held and firmly bound unto the
City of Lake City, Florida, as a municipal corporation of the State of Florida,
hereinafter called the City, in the sum of five percent (5%) of the Base Bid amount of:

(Written Dollar Amount)

dollars (\$_____) lawful money of the United States of American, for the
payment of which well and truly to be made, we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Contractor contemplates submitting or has submitted, a Bid to the City
for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means
of transportation for, and the performance of the Work covered in the Bid Documents
which include the Project Manual, the detailed Plans and Specifications, and any
Addenda thereto, for the _____ entitled, _____

WHEREAS, it was a condition precedent to the submission of said Bid that a cashier's
check, certified check, or Bid Bond in the amount of five percent (5%) of the Base Bid be
submitted with said Bid as a guarantee that the Bidder would, if awarded the Contract,
enter into a written Contract with the City for the performance of said Contract, within ten
(10) consecutive calendar days after notice having been given of the Award of the
Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Contractor within ten (10) consecutive calendar days after notice of such acceptance,
enters into a written Contract with the City and furnishes the Performance and Payment
Bonds, satisfactory to the City, each in an amount equal to one hundred percent (100%)
of the Contract Price, and provides all required Certificates of Insurance, then this
obligation shall be void; otherwise the sum herein stated shall be due and payable to
the City of Lake City and the Surety herein agrees to pay said sum immediately,
upon demand of the City, in good and lawful money of the United States of America, as
liquidated damages for failure thereof of said Contractor.



IN WITNESS WHEREOF, the above bounded parties have caused this Bond to be executed by their appropriate officials of the _____ day of _____, 20_____.

WITNESS:

PRINCIPAL:

(If sole Proprietor or partnership)

(Firm Name)

BY _____

Title: (Sole Proprietor or Partner)

PRINCIPAL (If Corporation)

(Corporate Name)

BY _____
(President)

Attest: _____
(Secretary)

(CORPORATE SEAL)

**COUNTERSIGNED BY
RESIDENT FLORIDA
AGENT OF SURETY:**

SURETY:

(Copy of Agent's current
License as issued by State
of Florida Insurance
Commissioner

By: _____
Attorney-in-fact

(Power of Attorney must be attached)

PAYMENT BOND

Bond Number

PRINCIPAL *(Legal Name and Business Address)* STATE OF INCORPORATION

SURETY <i>(Legal Name and Business Address)</i>	CONTRACT NO.	CONTRACT DATE
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PENAL SUM OF BOND *(Expressed in words and numerals)*

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto City of Lake City, 205 N. Marion Ave., Lake City, FL 32055, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: Jet A 15000 Gallon Bottom Load Fuel Tank System

Project Location: Lake City Gateway Airport, Lake City Fl. 32055

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly make payment to all employees, persons, firms or corporations for all incurred indebtedness and just claims for labor, supplies, materials and services furnished for or used in connection with the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. CONTRACTOR and SURETY indemnify and hold harmless the OWNER for all claims, demands, liens or suits that arise from performance of the Contract
2. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
3. No final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.
4. The amount of this bond shall be reduced by and to the extent of any payments made in good faith hereunder.
5. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the SURETY under this Bond, subject to the OWNER'S priority to use the funds for the completion of the project.

[The remainder of this page has been left blank intentionally]

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Payment Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

PERFORMANCE BOND

Bond Number

PRINCIPAL *(Legal Name and Business Address)* STATE OF INCORPORATION

SURETY <i>(Legal Name and Business Address)</i>	CONTRACT NO.	CONTRACT DATE
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PENAL SUM OF BOND *(Expressed in words and numerals)*

OBLIGATION

KNOW ALL PERSONS BY THESE PRESENTS, that the above named PRINCIPAL, hereinafter referred to and called CONTRACTOR, and the above named SURETY hereby bind themselves unto City of Lake City, 205 N. Marion Ave., Lake City, FL. 32055, as OBLIGEE, hereinafter referred to and called OWNER, in the penal sum stated above, in lawful money of the United States of America to be paid to OWNER. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered into the written contract agreement identified hereinabove with the OWNER for the following project:

Project Name: Jet A 15000 Gallon Bottom Load Fuel Tank System

Project Location: Lake City Gateway Airport

which said contract and associated contract documents, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

CONDITION

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform all undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extensions thereof that are granted by the OWNER, with or without notice to the SURETY, and during the period of any guarantee or warranties required under the Contract, and if CONTRACTOR shall perform and fulfill all undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that hereafter are made, then this obligation shall be void; otherwise it shall remain in full force and effect subject to the following additional conditions:

1. SURETY, for value received, hereby stipulates and agrees that no change, extension of time, modification, omission, addition or change in or to the Contract, or the work performed thereunder or the specifications accompanying the same, shall in any way affect the SURETY'S obligation on this bond; and SURETY hereby agrees to waive notice of any and all such extensions, modifications, omissions, alterations, and additions to the terms of the Contract, work or specifications.
2. Whenever CONTRACTOR shall be and declared by the OWNER to be in default under the Contract, the Surety shall promptly and at the SURETY'S expense remedy the default by implementing one or more of the following actions:
 - a. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - b. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - c. Obtain bids or negotiated bids from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract; arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract; and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum of the bond. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by OWNER to CONTRACTOR under the Contract and any amendments thereto, disbursed at the rate provided in the original contract, less the amount properly paid by OWNER to CONTRACTOR.
 - d. With written consent of the OWNER, SURETY may waive its right to perform and complete, arrange for completion or obtain a new contractor and with reasonable promptness, investigate and determine the amount the SURETY is liable to the OWNER and tender payment therefor to the OWNER.
3. CONTRACTOR and SURETY agree that if in connection with the enforcement of this Bond, the OWNER is required to engage the services of an attorney, that reasonable attorney fees incurred by the OWNER, with or without suit, are in addition to the balance of the contract price.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the OWNER named herein or the successors or assigns of the OWNER.

WITNESS

In witness whereof, this instrument is executed this the _____ day of _____, 20__.

INDIVIDUAL PRINCIPAL:

Company Name: _____

Signature: _____

Name and Title: _____

CORPORATE PRINCIPAL:

ATTEST:

Corporate Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Corporate Seal)

SURETY:

ATTEST:

Surety Name: _____

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

(Affix Seal)

(Attach Power of Attorney)

OWNER ACCEPTANCE

The OWNER approves the form of this Performance Bond.

Date: _____

Signature: _____

Name and Title: _____

ATTEST:

Signature: _____

Name and Title: _____

(Affix Seal)

“PROPOSAL”

ITEM I: JET A 15,000 GALLON BOTTOM LOAD FUEL TANK SYSTEM PER THE SPECIFICATIONS HEREIN.

TOTAL \$ _____

_____ Dollars _____ Cents

ALTERNATE: One (1) 20,000 gallon, bottom load, Flameshield Steel Aboveground Jet-A Tank System, Double-wall, meeting all UL-142 and SWRI 97-04 Standards for Steel Aboveground Tanks for Flammable and Combustible Liquids, internally epoxy coated and exterior coated with white epoxy paint, with the tank mounted on stationary sloped steel saddles welded to tank and mounted to the concrete pad with the same fuel tank system specified within.

TOTAL \$ _____

_____ Dollars _____ Cents

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

TELEPHONE _____

FAX _____

E-MAIL _____

Authorized Representative (Please Print or Type)

SIGNATURE _____

DATE _____

THIS FORM MUST BE USED FOR PROPOSAL