# **MIAMI-DADE COUNTY**

MIAMI-DADE PUBLIC LIBRARY SYSTEM



## Addendum No. 7

# **South Dade Regional Library Interior Renovations**

10750 SW 211 ST, Cutler Bay, Florida 33189

C23-MDPLS-01-ESP

2025

### **ADDENDUM NO. 7**

30-JAN-2025

PROJECT: South Dade Regional Library Interior Renovations

10750 SW 211 ST, Cutler Bay, Florida 33189

BID DUE DATE: 13-FEB-2025

FROM: Miami-Dade Public Library System (MDPLS)

Capital Program Division

101 West Flager Miami, FL 33128

TO: Prospective Bidders and Interested Parties

This Addendum forms part of the project solicitation documents and will be incorporated into the Contract Documents, as applicable. Insofar as the Original Contract Documents, Drawings and Specifications are inconsistent, this Addendum shall govern. Please acknowledge receipt of this Addendum, at the time of bid submittal to Miami-Dade County, in the space provided on the "Acknowledgement of Addenda Form" provided with the project solicitation documents. Failure to acknowledge receipt of all addenda may be cause for disqualification.

Miami-Dade County's "Cone of Silence", Section 2-11.1(t) of the Code of Miami-Dade County, approved by the Board of County Commissioners, specifically prohibits communication in regard to this bid solicitation with County staff except as allowed by the Code. The period covered by the "Cone of Silence" is defined in the Code.

Bidders must file a copy of any written communication with the Clerk of the Board, which shall be available to any person upon request. Miami-Dade Public Library System (MDPLS) shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications for questions, Request for Information (RFI) and addendums may also be in the form of e-mail addressed to Shiham Lorenzo at <a href="mailto:cgb@mdpls.org">cgb@mdpls.org</a> with copy to the Clerk of the Board at <a href="mailto:clerk.board@miamidade.gov">clerk.board@miamidade.gov</a>.

#### **MODIFICATIONS:**

1. Replace Response Q107 and Response Q108 in Addendum 6:

Response Q107 and Q108: If parts are not available the panel should be replaced. Acceptable panel manufactures are: ABB (formerly General Electric), Siemens or Eaton. Contractor to provide electrical panel's submittal for engineer of record's review/approval.

2. Replace Form 00615 Surety Performance and Payment Bond with the form attached.

#### SURETY PERFORMANCE AND PAYMENT BOND

| By this Bond,   | We            |               | , as Principa | l, whose princip  | al business ad   | dress is         | ,              |
|-----------------|---------------|---------------|---------------|-------------------|------------------|------------------|----------------|
| as Contractor u | under the co  | ntract dated  |               | , 20, betv        | ween Principal   | and Miami-Da     | ade County     |
| for the constr  | uction of $S$ | outh Dade     | Regional      | Library Inte      | rior Renova      | tions Project    | No <b>C23-</b> |
| MDPLS-01-       | ESP(herein    | after referre | d to as "Con  | tract") the terms | s of which Co    | ntract are incor | porated by     |
| reference       | in            | its           | entirety      | into              | this             | Bond             | and            |
|                 |               |               |               | , a corpora       | ition, whose p   | rincipal busine  | ess address    |
| is              |               |               |               | as Surety         | , are bound      | to Miami-Dad     | de County      |
| (hereinafter re | eferred to as | s "County")   | in the sum    | of                |                  | (U.              | S. dollars)    |
| <u>\$</u>       | , for pay     | ment of whi   | ch we bind o  | urselves, our he  | irs, personal re | presentatives, s | successors,    |
| and assigns, jo | intly and se  | verally.      |               |                   |                  |                  |                |
|                 |               |               |               |                   |                  |                  |                |

### THE CONDITION OF THIS BOND is that if Principal:

- 1. Performs all the work under the Contract, including but not limited to guarantees, warranties and the curing of latent defects, said Contract being made a part of this bond by reference, and in the times and in the manner prescribed in the Contract, including any and all damages for delay; and
- 2. Promptly makes payments to all claimants, as defined in Section <u>255.05(1)</u>, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the execution of the work provided for in the contract; and
- 3. Pays County all losses, damages, including damages for delay, expenses, costs and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract, including but not limited to a failure to honor all guarantees and warranties or to cure latent defects in its work or materials within 5 years after completion of the work under the Contract; and
- 4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the Contract, including all warranties and curing all latent defects within 5 years after completion of the work under the Contract;

then this bond is void; otherwise it remains in full force.

If no specific periods of warranty are stated in the Contract for any particular item or work, material or equipment, the warranty shall be deemed to be a period of one (1) year from the date of final acceptance by the County. This Bond does not limit the County's ability to pursue suits directly with the Principal seeking damages for latent defects in materials or workmanship, such actions being subject to the limitations found in Section 95.11(3)(b), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this Bond.

## **SURETY PERFORMANCE BOND (Cont'd)**

| IN WITNESS WHEREOF, th executed by their appropriate officials   |                   |          |                |                 |  |  |
|--|-------------------|----------|----------------|-----------------|--|--|
|  |                   |          |                |                 |  |  |
|  | CONTRACTOR:       |          |                |                 |  |  |
|  | (Contractor Name) |          |                |                 |  |  |
|  | BY:               |          |                |                 |  |  |
|  | (President) (     | Managing | Partner or Jo  | int Venturer)   |  |  |
|  |                   |          | (SEAL)         |                 |  |  |
| COUNTERSIGNED BY RESIDENT FLORIDA AGENT OF SURETY:   | S<br>-            | URETY:   |                |                 |  |  |
| (Copy of Agent's current<br>Identification Card as issued by<br>State of Florida Insurance Commissione | er must be attach | ed) By:  |                | T. /            |  |  |
|  |                   |          | Attorney-i     | n-Fact          |  |  |
| (CORPORATE SEAL)   |                   |          |                |                 |  |  |
|  |                   |          |                |                 |  |  |
|  |                   | (Power o | of Attorney mu | st be attached) |  |  |