



FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

January 23, 2019

NOTICE TO APPLICANTS ADDENDUM NO. THREE (3)

**Rookery Bay National Estuarine Research Reserve –
Goodland Field Station Replacement
DEP BID NO. BDC19-18/19**

TO BIDDERS AND PLAN HOLDERS ON THE ABOVE REFERENCED PROJECT: PLEASE NOTE CONTENTS HEREIN AND INCLUDE WITH YOUR BID SUBMISSION.

NOTICE

It will be required that this addendum be signed in acknowledgment of receipt and that it be included with your Bid when same is submitted to Alyssa Skehan, Government Operations Consultant II, Bureau of Design and Construction, 3800 Commonwealth Blvd. MS520, Tallahassee, Florida 32399-3000. Failure to do so may be grounds for rejection of the Bid.

Signature of Contractor and Date

The Following statements supersede & supplement the corresponding items in the specifications & drawings:

- **Please replace pg. 88 from the previous Instructions to Bidders with the revised page attached.**
- **Please contact the Bureau of Design and Construction's Contracts Section at Alyssa.Skehan@FloridaDEP.gov with any questions.**

In all other respects, the contract documents of which this is an Addendum, and attachments relative thereto, shall remain in full force and effect.

- 14.06 No consent or acceptance of subcontracting or assignment by the Department shall relieve the Contractor of any of its responsibilities or liabilities under the Contract Documents. As between the Department and the Contractor, the Contractor shall remain responsible and liable for complete performance under the Contract, and shall remain responsible and liable for all acts and omissions of its employees, assignees, Subcontractors and their employees, and of all persons either directly or indirectly employed by it, or employed by them, the same as if no subcontracting or assignment had been made.
- 14.07 No such assignment or subcontracting, including consent or acceptance of such by the Department, and no provision in any contract or agreement between the Contractor and a Subcontractor, assignee, or any other person shall create any contractual relationship between the Department and any Subcontractor, supplier, fabricator, or any other person with whom the Contractor contracts for services or materials.
- 14.08 Diversity. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of sub-contracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of Minority Owned Firms that could be offered subcontracting opportunities or it may be obtained from the web site: <https://osd.dms.myflorida.com/directories>
- 14.09 The Contractor must complete and return a Minority Participation Report Form with each Pay Request. The Form is attached to these General Conditions as **Exhibit H**. The form must be completed, regardless of participation.

Article 15. Guaranty.

- 15.01 The Contractor, in addition to specific guaranties or warranties as may be required in the Specifications, hereby unconditionally guarantees that the Work shall be done in accordance with all express and implied requirements of the Contract Documents.
- 15.02 The Contractor further guarantees and expressly guarantees and warrants the Work to be and remain free of defects in workmanship and materials for a period of twelve months from the date of Substantial Completion of the Work (“Warranty Period”), or for such longer warranty period as is provided in the Contract Documents or by law.
- 15.03 The Contractor further guarantees the completed Work to be fit and suitable for its intended purposes and uses by the Department.
- 15.04 The Contractor hereby agrees to repair or replace any and all Work that does not conform with requirements of the Contract Documents, or that is defective in materials or workmanship, without any expense whatsoever to the Department, so that such defective Work is in the condition required by the Contract Documents at any time during the Warranty Period after completion.