



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

September 24, 2014

ADDENDUM #2, RFP E-72-14

Generator Upgrades for RICE/NESHAP Compliance

To Whom It May Concern,

Please review the following question submitted by potential bidders, and the answer from the City.

Q1: Page 2 states; *OEM or Caterpillar approved parts*. Our silencer/catalyst manufacture Miratech/Phillips & Temro is an OEM vendor of Caterpillar's. Is that a sufficient qualification?

Response: Please provide documentation that Caterpillar approves this.

Q2: These projects typically specify Parker – Racor Closed Crankcase breather systems or approved equal. Are these acceptable? If not, what is the approval process?

Response: Please provide documentation that Caterpillar approves this.

Q3: Our recommended solution for the required "continuous parametric monitoring system (CPMS)" and would suggest installing our Titan remote CPMS vs. the custom locally installed CMPS offered by a few specialty suppliers – none of which are CAT OEM's. What is the approval process for our remote CPMS?

Response: Provided that it will monitor all the required parameters and that Caterpillar approves this.

Q4: Page 2 continues with; *and Caterpillar authorized technicians and installers only*. Am I reading this correctly as it is the city's intent that only a Caterpillar dealer can bid this project, or are qualified generator service companies allowed to bid?

Response: No, the intent is to only verify that that Contractor has specific experience working on Cat engines of similar size.

Q5: Is there an approval or qualification process?

Response: please provide similar projects within the last 5-years.

Q6: Page 66 states; *Install AirClarity 2000 & 900 Systems*. I wasn't aware of this model and a Google search didn't show any information. Our supplier Miratech/Phillips & Temro engineers a custom solutions for each location, ensuring the completed

installation remains under the specified maximum backpressure and retains the OEM sound levels. Is this acceptable or if not, what is the approval process?

Response: Please provide documentation that Caterpillar approves this.

Q7: Upon review of the Agreement and General Conditions within ITB E-72-14, several areas of concern were noted as a bid submittal is an agreement to the stated articles. Therefore, can articles be amended such as the following upon contract award?

- Insurance documents
 - a. Article 41.01 – We allow inspection of our policies on site at our corporate office as we do not release our policies to any external third party.
 - b. Article 41.04 – Our liability coverage is maintained within our commercial general liability policy.
 - c. Article 41.05 – We are self-insured and would not provide builder's risk policy.
 - d. Article 41.09 - Notice is no longer provided by the insurance industry for "material change" .

Response: The City will accept items a & b. ~~Strike-through~~ article 41.05. It will not be necessary for this bid. ~~Strike-through~~ the words "material change" in article 41.09.

Q8: Will temporary stand-by power be required while the generators are off-line during the retrofit? In particular, generator #1 (Cat model 3516) may require 3 to 5 days off-line while the exhaust system is removed and rebuilt.

Response: No temporary stand-by power is anticipated unless it will take more than five (5) days to have completed. Retrofits must be completed one at a time.

Please replace the cover page, and pages 61 and 62 of your bid document with the attached corrections. The bid document has also been modified with the replacement pages containing the new dates.

Addendum #2 is posted on the City's website: <http://www.pompanobeachfl.gov>. Bidders must submit their bid with the revised information. Acknowledge receipt of this Addendum in the area provided on Page 13 of the bid.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, has been changed to **2:00 p.m. (local), October 7, 2014.**

The remainder of the solicitation is unchanged at this time.

Sincerely,



Jeff English
Purchasing Agent

cc: website
file

Contractor shall pay the Owner any and all costs, fees, damages or expenses which the Owner has paid or is obligated to pay in excess of the contract price (as it may be modified hereunder). This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience and the terms of Article 40.02 shall apply.

ARTICLE 41. CONTRACTOR'S INSURANCE

- 41.01 The Contractor shall maintain such insurance as will protect the Contractor and Owner from claims under Workmen's Compensation Acts, and from any other claims or damages for personal injury, including death and property damage, which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either, as more fully set forth below and in the amounts provided herein. Prior to commencement of the Work, all Certificates of Insurance executed by authorized representatives of the insurance company shall be filed with the Owner and shall be subject to its approval for accuracy of protection. In addition, the Owner may at any time require that Contractor or its insurer provide any other documentation regarding insurance to Owner including, but not limited to, the policy. The Contractor shall not commence Work under this Contract until the provisions of this paragraph have been complied with. Owner may withhold payments due to Contractor in accordance with this Contract or terminate or suspend this Contract with all costs or expenses associated with same to be paid by Contractor in the event Contractor fails to comply with any requirement in the Contract regarding insurance. In the event of cancellation of any policy, Contractor is obligated to immediately notify Owner of same and obtain policy(s) in accordance with the Contract Documents.
- 41.02 Contractor shall comply with any and all insurance obligation required by law, rules, regulations, etc., including but not limited to those required by State Regulations for Educational Facilities.
- 41.03 The Contractor will be required to provide a Certificate of Insurance indicating that Workers' Compensation has been provided for all employees in compliance with Chapter 440, Florida Statutes.
- 41.04 The Contractor shall procure and carry Comprehensive General Liability insurance including contractual and indemnification liability covering this Contract and Products/Completed Operations Liability Insurance covering personal injury and bodily injury in limits of not less than \$1,000,000 for injury or death to any one person and not less than \$2,000,000 each occurrence; and shall carry insurance against property damage in limits of not less than \$1,000,000 per claimant and \$2,000,000 per occurrence as a minimum coverage. The Contractor shall also procure and carry Owner's and Contractor's protective liability insurance. In the event that work to be performed hereunder by Contractor involves the removal and disposal of asbestos-related materials, Contractor shall, in addition to the foregoing coverages, also provide and carry Asbestos Liability-Occurrence form only, with \$1,000,000 per occurrence, \$2,000,000 aggregate. All insurance shall name the Owner as an additional insured, and shall remain in full force and effect for two (2) years following Contractor's completion of the work.
- 41.05 ~~The Contractor shall carry at no additional expense to the Owner, Builders' Risk Insurance for the perils of fire, vandalism, malicious mischief and those included in extended coverage in the amount of one hundred percent (100%) of the values at risk. Such policies shall be written to protect the Contractor and the Owner as their interest may appear.~~
- 41.06 All Contractors shall maintain automobile liability insurance against bodily injury and property damage in at least the amounts of one million dollars (\$1,000,000) per claimant, one million dollars (\$1,000,000) per occurrence.
- 41.07 The insurance coverage amounts provided for in this Section are the minimum required insurance amounts. The Owner may require additional insurance or coverage on a case-by-case basis. Any insurance or coverage amounts in addition to those provided for herein shall be specified in the Contract Documents.
- 41.07 The Owner is not maintaining any insurance on behalf of Contractor covering against loss or damage to the Work or to any other property of Contractor. In the event Contractor maintains insurance against physical loss

or damage to Contractor's construction equipment and tools, such insurance shall include an insurer's waiver or rights of subrogation in favor of Owner.

41.08 The requirements contained herein as to types and limits, as well as Owner's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

41.09 The policies of such insurance in force, shall be issued by companies qualified to do business in the State of Florida and be acceptable to the Owner and shall provide that the Owner be given thirty (30) days advance written notice of the cancellation, expiration or any ~~material change~~ in the coverage afforded thereunder. The companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during performance of the Work and for a period of one year after final completion.

41.10 Uninsured Claims. If any action by any person, firm or corporation is brought or threatened against the Owner or against the Contractor and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Contractor. The Owner in its sole discretion may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld. If the liability of the Owner is determined by judgment or award of a court or other tribunal of competent jurisdiction, or if such recovery sought shall have been admitted by the Contractor to be valid, the Owner may pay such judgment, award of admitted recovery out of the monies retained by the Owner under the provisions of this subparagraph and return the remaining balance, if any, to the Contractor.

41.11 Adequate funds shall be retained for the insurance costs listed in the Schedule of Values attached to the Contractor's respective Applications for Payment to account for insurance coverage renewals on multi-year projects coupled with invoices to substantiate the annual costs.

ARTICLE 42. PERFORMANCE BOND AND PAYMENT BOND

42.01 For a Project with an estimated cost of \$200,000.00 or more, the Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as specifically required in the Contract Documents on the date of execution of the Contract.

ARTICLE 43. RIGHT TO AUDIT PROVISIONS

43.01 Contractor's records which shall include but not be limited to accounting records, written policies and procedures, computer records, disks and software, videos, photographs, subcontract files (including proposals of successful and unsuccessful bidders), originals estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the contractor or any of his payees pursuant to the execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

43.02 For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of this contract, for the duration of the Work, and until 5 years after the date of final payment by Owner to Consultant pursuant to this contract.

43.03 Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in