

CITY OF MEXICO BEACH  
4<sup>TH</sup> STREET STORMWATER IMPROVEMENTS PROJECT



**ADDENDUM NO. 1  
REQUESTS FOR INFORMATION**

**Issued August 08, 2025**

**The Bid Due Date and Time remains the same. Bids are due on Friday, August 29th, 2025 until 2:00 p.m. (Central).**

**The following questions were received from potential bidders and are being addressed below:**

1. Will this project have a prebid?

*City's Response to Request for Information Question No. 1:* There is no pre-bid meeting currently scheduled.

2. Will this project require Davis Bacon?

*City's Response to Request for Information Question No. 2:* Davis Bacon is not a requirement.

3. Will this project be owner paid materials?

*City's Response to Request for Information Question No. 3:* Yes, the City would like to direct purchase materials to take advantage of tax savings.

4. *What is the cost for liquidated damages?* Liquidated damages will be \$250/day.

**In addition to the above-received questions, the City makes the following additional modifications to this project.**

Please **REMOVE** the Agreement and **REPLACE** with the revised Agreement attached herein (*Attachment A of this Addendum*).

REQUEST FOR QUALIFICATIONS 2025-05  
CITY OF MEXICO BEACH  
4<sup>TH</sup> STREET STORMWATER IMPROVEMENTS PROJECT

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# ATTACHMENT A

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## **Agreement**

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF MEXICO BEACH, FLORIDA**, a municipal corporation (City) and \_\_\_\_\_ (Contractor).

### **PREMISES**

#### **1. SCOPE OF SERVICES**

Contractor will provide all materials and labor required to deliver the Scope of Work published as part of the Request for Proposals. The Request for Proposals is incorporated herein as a part of this Agreement.

If the Contractor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Contractor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

#### **2. COMPENSATION**

As compensation for the services contemplated herein and performance rendered by Contractor of its duties and obligations hereunder, City shall pay Contractor according to the Bid Form and Request for Bids.

- a. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Contractor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract bid price, as the case may be, by a fair and reasonable valuation.

#### **3. PAYMENT**

The "closure date" for work to be invoiced for payment shall be the 30th of each calendar month, except February where it shall be the 28th. The Contractor shall submit an itemized invoice to the City for the amount of work satisfactorily completed as of the closure date. The invoice(s) shall be delivered to the end user departments no later than three days after the closure date of each calendar month.

#### **4. TERM**

This Contract shall commence within 10 calendar days after the date of receipt of the "Notice to Proceed" to CONTRACTOR(s). The CONTRACTOR(s) for each project listed shall achieve Final Completion of the Work within 180 calendar days of the required commencement date, except to the extent the period for Final Completion is extended pursuant to the terms of the Contract Documents ("Contract Time"). Final Completion of the Work for each project shall be achieved by CONTRACTOR within the time period set forth in the executed Notice to Proceed. The CONTRACTOR agrees to pay the OWNER, liquidated damages, in the sum of \$250.00 for each calendar day that expires after the Contract Time for Final Completion.

#### **5. TERMINATION OF CONTRACT**

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party.

#### **6. COMPLIANCE WITH LAWS.**

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Contractor shall protect and indemnify City of Mexico Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Contractor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or

municipalities when legally required, and maintain same in full force and effect during the term of the contract.

## **7. WARRANTY**

The Contractor agrees that, in addition to any manufacturer's warranty, for one year after completion of the work, Contractor will immediately repair or replace defective equipment, materials, supplies found by the City.

## **8. INSURANCE AND INDEMNIFICATION**

- a. Contractor shall at its expense maintain in force during the Term the insurance policies required by the Request for Bids. All such insurance shall name the City, its officers, employees and agents as additional insured.
- b. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
- c. Within thirty days of the date of this agreement, and in no event less than seventy two hours (72) hours prior to the Term, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to [t.brunson@mexicobeachgov.com](mailto:t.brunson@mexicobeachgov.com) or the following address: City of Mexico Beach, Attn: City Clerk, P.O. Box 13425 201 Paradise Path Mexico Beach, Florida 32456.
- d. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the sites by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but excluding any Damages arising solely

from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.

- e. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

## **9. ATTORNEY'S FEES**

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

## **10. TIME**

The original scope of work under this contract must be completed by Contractor within 180 days of the date of this Contract. Time is of the essence in this Agreement.

## **11. FORCE MAJEURE**

The Contractor's failure or inability to perform the stated scope of services at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.

## **1. REMEDIES**

In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

### **13. ASSIGNMENT**

This Agreement is not assignable.

### **14. SEVERABILITY**

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

### **15. MODIFICATIONS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Contractor.

### **16. WAIVER**

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

### **17. NOTICES**

Any notice required by this Agreement shall be directed to the parties as follows:

- a. As to City:  
Mell Smigielski, City Administrator  
[mell@mexicobeachgov.com](mailto:mell@mexicobeachgov.com)  
201 Paradise Path  
Mexico Beach, Florida 32456  
(850) 648-5700

b. As to Contractor: \_\_\_\_\_  
Contract Representative: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

**18. ENTIRE AGREEMENT**

The Request for Bids, this Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

**IN WITNESS WHEREOF**, the Contractor has executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
**CONTRACTOR NAME**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Tammy Brunson, City Clerk

**THE CITY OF MEXICO**

**BEACH, FLORIDA,**

a municipal corporation

By: \_\_\_\_\_

Richard Wolff, Mayor