

October 15, 2014

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

**ADDENDUM NO. 1 / IFB NO. Y15-140-J2
SIDEWALK REPAIR AND REPLACEMENT II**

THE BID OPENING IS ~~OCTOBER 21~~, OCTOBER 23, 2014

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~.

THE BID OPENING DATE HAS BEEN CHANGED.

THE BID OPENING IS ~~October 21~~, October 23, 2014

1. The following represents a change to the IFB.

A. Regarding Part E, Contract, Article III, Administrative Data,

REVISE as follows:

“Should the Contractor fail to complete all Work on or before the date stipulated for completion on a Delivery Order, or such later date as may result from an extension granted by the County, he shall pay and/or the County may retain from the compensation otherwise to be paid to the Contractor, as liquidated damages, the sum of \$200.00 for each consecutive ~~calendar day~~ work day after the date allowed by the Delivery Order until the entire work is complete, which sum is agreed upon as a reasonable and proper measure of damages which County will sustain per diem by failure of Contractor to complete the Work within time as stipulated; it being recognized by County and Contractor that the injury to County which could result from a failure of Contractor to complete on schedule is uncertain and cannot be computed exactly. In no way shall costs for liquidated damages be construed as a penalty on the Contractor.”

For any project released under this contract, liquidated damages may be assessed if one or more of the following conditions occur:

1. The project is not completed by the completion date as established in the delivery order or as authorized by the County's Representative - Liquidated damages will start the first work day after the date the project was scheduled to be completed and will continue for each work day thereafter until the project is complete.

2. The Contractor does not correct deficient areas as specified within the allotted time frame after the punch list is sent to the Contractor for correction - These liquidated damages will start the eighth work day after notification and will continue for each work day thereafter until reported deficiencies are corrected per contract specifications.

As a courtesy to the Contractor, an email notification on liquidated damages to be assessed will be sent by the County's Representative. Should the Contractor disagree with the assessed amount, the Contractor shall immediately contact the County's Representative to discuss the reasons for disagreement. Time extensions shall not be granted after the fact and will not be considered as part of the appeal. No revisions shall be made after the Contractor has received payment for any projects.

- B. Regarding Part F, General Conditions, Article 15, Subsection "Inspection",

REVISE sentence as follows: "In addition, the final contract completion date shall be ~~at least thirty (30) days~~ seven (7) work days after the delivery of the punch list to the Contractor."

- C. Regarding Part H, Technical Provisions, **DELETE** existing Paragraph 3.13 in its entirety, and **REPLACE** with Paragraph 3.13, to read as follows:

MEASUREMENTS AND PAYMENT - All measurement for payment shall be based on the completed work performed. All work completed under this contract shall be measured by the Contractor in the presence of the County's Representative. The unit prices submitted on the Bid Item Schedule will constitute full compensation for the work completed. Maintenance of traffic and mobilization will be included in the unit price for services.

3.13.1 Replace concrete 4"Depth – Square Feet

3.13.2 Replace concrete 6"Depth – Square Feet

3.13.3 New Concrete 4"Depth – Square Feet

3.13.4 New Concrete 6"Depth – Square Feet

3.13.5 Concrete Pedestrian Ramp, including Detectable Warning Surface, Asphalt Patch (FDOT CR-A through CR-L including medians) - Each

3.13.6 Concrete Pedestrian Ramp, including Detectable Warning Surface, Asphalt Patch (FDOT Radial sidewalk ramps) – Each

3.13.7 Detectable warning surface for ramps (truncated domes) material and installation - - Each

3.13.8 Curbs – All types – Linear Foot

2. The following are responses to bidder's inquiries

Question No.1: Technical specification 3.1.1, and other places, state roots have to be removed 12 inches below sidewalk. This affects cost, so please can you explain how this should be measured?

Response: Root removal shall be performed 12 inches under the concrete, depth measured from underside of concrete surface.

Question No.2: Technical specification 3.11 states density testing has to be included in bid prices. Will density testing be required sometimes for concrete? Will density testing be required sometimes for the soil before pouring concrete?

Response: The Contractor shall assume that soil and concrete testing and densities will be required as part of the contract. Density testing may be required for soil density (compaction) and for concrete density (strength). Inspection of open panels for compliance is required to be coordinated prior to pouring concrete. No delays are expected due to testing.

Question No.3: Technical specification 3.13 states what is required for one kind of pedestrian ramp only. The bid schedule lists two kinds of pedestrian ramps and another for the dome ramp surface only. Can you explain fully the technical specification that is required for ramp items 5, 6 and 7 on the bid schedule?

Response: See Technical Provisions, Paragraph 3.13, as revised in this Addendum. (Also refer to Paragraph 3.2, "Public Pedestrian Ramps".)

3. All other terms, conditions and specifications remain the same.

4. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid.

Receipt acknowledged by:

Authorized Signature

Date Signed

Title

Name of Firm