

**August 9, 2016**  
**BOARD OF COUNTY COMMISSIONERS**  
**ORANGE COUNTY, FLORIDA**

**Y16-796-CH/Addendum #2**

**TOWN CENTER BOULEVARD SIDEWALK AND CURB RAMP INTERSECTION  
IMPROVEMENTS**

**Bid Opening Date: August 16, 2016**

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. Underlining indicates additions, deletions are indicated by ~~strikethrough~~.

**A. The Bid Opening Date shall remain as follows:**

August 16, 2016 at 2:00 P.M.

**B. Note the REVISION to Part D, Page D-5 as follows:**

Substantially complete in ~~480~~ 150 consecutive calendar days from date of Official Notice to Proceed.

Final completion in ~~200~~ 210 consecutive calendar days from date of Official Notice to Proceed.

**C. Note the REVISION to Part E, Draft Contract, Article III – Administrative Data as follows:**

Should the Contractor fail to substantially complete all Work under this Contract and make the project available for beneficial use on or before the date stipulated for Substantial Completion (or such later date as may result from extension of time granted by 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 ~~\$500.00~~ \$1,000.00 for each consecutive calendar day that terms of the Contract remain unfulfilled beyond date allowed by the Contract, 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 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 each consecutive calendar day that the work remains incomplete after the date established for Final Completion, the County will retain from the compensation otherwise to be

paid to the Contractor the sum of ~~\$500.00~~ \$1,000.00. This amount is the mutually agreed upon minimum measure of damages the County will sustain by failure of the Contractor to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all Work specified and this amount of liquidated damages is in addition to the liquidated damages prescribed above for failure to timely achieve Substantial Completion.

- D. Note the **REVISION** to Part E, Draft Contract, Article VI – Time of Commencement and Final Completion as follows:

Substantial Completion of the Work shall be achieved not later than ~~180~~ 150 consecutive calendar days from date of Official Notice to Proceed.

Final Completion of the Work shall be achieved not later than ~~200~~ 210 consecutive calendar days from date of Official Notice to Proceed.

- E. Note the **REVISION** to Part G, Supplemental Conditions, Article 28 – Prosecution and Progress of Work as follows:

**Work Hours:** Project work hours shall be between 7:00 AM ~~PM~~ and 6:00 PM ~~AM~~ Monday through Friday, exclusive of normal Orange County holidays, unless approved otherwise by the PROJECT MANAGER. The CONTRACTOR shall request approval from the PROJECT MANAGER at least 72 hours in advance for work outside those hours. **No lane closures will be allowed between the hours of 6:00 AM to 10:00 PM at the intersection of John Young Parkway and Town Center Boulevard. No lane closures will be allowed between the hours of 6:00 AM to 9:30 AM and 2:00 PM to 7:00 PM at the intersections of Town Center Boulevard, and Town Loop Boulevard and Hunters Creek Boulevard.** Work before 7:00 AM ~~PM~~ or after ~~3:00PM~~ 6:00 AM, or on days other than the above described normal work days, and requiring the presence of the COUNTY'S RESIDENT PROJECT REPRESENTATIVE shall require that the CONTRACTOR reimburse the COUNTY for the salary and overtime cost of the RESIDENT PROJECT REPRESENTATIVE. Reimbursement shall be made by the CONTRACTOR at the rate of \$45.00 per hour by check payable to the Board of County Commissioners accompanying each monthly pay request. Each pay request shall include a tabulation of the overtime dates, times, hours and costs for the preceding month. The amount of the check must agree with the tabulated total. In the event the CONTRACTOR chooses to not submit a pay request when normally due for work he has completed, the CONTRACTOR shall submit a pay request showing that no payment is due to him, and shall include the tabulation of the overtime worked during the preceding month. Payment must be made for overtime work performed to address emergencies outside the above described normal working hours, unless the RESIDENT PROJECT REPRESENTATIVE

determines, at his or her sole discretion that the emergency is the result of actions by third parties.

**Compliance with Time Requirements:** The CONTRACTOR shall commence work in accordance with the accepted Work Progress Schedule and provide sufficient labor, materials and equipment to complete the work within the time limit(s) set forth. Should the CONTRACTOR fail to furnish sufficient and suitable equipment, forces, and materials, as necessary to prosecute the work in accordance with the accepted schedule, the COUNTY may withhold all estimates that are, or may become due, and/or suspend the work until the CONTRACTOR corrects such deficiencies.

**Video Survey:** The CONTRACTOR shall submit a quality video documenting before and after construction field conditions for the entire project. The PROJECT MANAGER will approve all views.

Payment for this item will be included in other items of work.

~~**Project Progress Aerial Photographs:** The CONTRACTOR shall submit aerial photographic prints monthly with progress payment requests. The first set of aerial photographic prints must be taken prior to any clearing and grubbing. The aerial photographs shall be in color and at least 11" x 14" (280 mm x 356 mm) in size. Exposures shall be made at 10 per mile (10 per 1.6 km) minimum plus one exposure for each offsite construction area. The PROJECT MANAGER will approve all views.~~

~~Payment for this item will be included in other items of work.~~

- F. Note the **REVISION** to Part G, Special Provisions, Construction Schedule / Liquidated Damages as follows:

**CONSTRUCTION SCHEDULE / LIQUIDATED DAMAGES:** This work requires Substantial Completion in ~~480~~ **150** days from the date of Notice of Proceed with Final Completion in ~~200~~ **210** days. If substantial and final completion is not met by the required time, liquidated damages will be applied at the rate of ~~\$500~~ **\$1,000** per day as per the provisions in the Contract governing liquidated damages.

- G. All other terms and conditions of the IFB remain the same.

- H.** The Proposer 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 proposal.

**Receipt acknowledged by:**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Name of Firm**