

July 26, 2018

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
IFB NO. Y18-780-TA/ ADDENDUM NO. 1

BERRY DEASE WATER MAIN EXTENSION AND FORCE MAIN REPLACEMENT
PROJECT

BID OPENING DATE: AUGUST 7, 2018

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~~.

A. QUESTIONS AND ANSWERS

1. **Q: Can the bid form change from a lump sum solicitation to unit price for the above referenced project?**

A: Yes, the bid has changed to a unit price contract. Refer to Part B, C, and D of this addendum.

B. IFB Y18-780-TA, REVISED BID SCHEDULE

~~IFB Y18-780-TA BID SCHEDULE, PAGES D-2 THROUGH D-4 ARE DELETED IN ITS ENTIRETY AND~~ REPLACED WITH REVISED IFB Y18-780-TA BID SCHEDULE, REVISED PAGES D-2-D-6, ATTACHED AND LABELLED THIS ADDENDUM.

IMPORTANT: Failure to submit your bid with the “Revised Bid Schedule” per this Addendum No. 1 shall be cause for your bid to be rejected as non-responsive.

C. PROVISIONS 38, 39, AND 40 IS HEREBY ADDED TO PART C, INSTRUCTION TO BIDDERS AS FOLLOWS:

38. MOBILIZATION:

Mobilization is defined as construction start-up costs required for performance of preparatory work and operations in mobilizing for beginning work on the project. Such costs are necessary for the movement of personnel, equipment, supplies and incidentals to the project site and for the establishment of temporary offices, buildings, safety equipment, first aid supplies, sanitary and other facilities.

Include the cost of bonds, insurance and any other preconstruction expense necessary for the start of work. Mobilization costs are not part of the physical construction.

The Contractor shall retain adequate documentation to support all mobilization costs. The County may at its discretion verify reasonableness of actual mobilization costs and make an equitable adjustment to contract price if deemed necessary.

The total cost of mobilization shall not exceed 5% of the Estimated Total Base Bid, Bid Items 6-36. For purposes of calculation of maximum allowable mobilization, the "Estimated Total Base Bid" is defined as the total of all line items specified to be included in the mobilization calculation, exclusive of any alternates or options, and exclusive of the Mobilization line item.

Failure of the Bidder to comply with this limitation shall result in a reduction of the line item price for Mobilization; or, in the alternative, the bid may be found non-responsive, at the County's option.

39. UNBALANCED PRICING

A. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques.

The greatest risk associated with unbalanced pricing occur when—

1. Startup work and mobilization are separate line items;
2. Base year quantities and option year quantities are separate line items ; or The evaluated price is the aggregate of estimated quantities to be ordered under separate line items of an indefinite-delivery contract.

B. All offers with separately priced line items or subline items shall be analyzed to determine if the prices are unbalanced. If cost or price analysis techniques indicate that an offer is unbalanced, the Manager of the Procurement Division shall

1. Consider the risks to the County associated with the unbalanced pricing in determining the competitive range and in making the award decision; and
2. Consider whether award of the contract will result in paying unreasonably high prices for contract performance.
3. An offer may be rejected if the manager determines that the lack of balance poses an unacceptable risk to the County.

40. UNIT PRICES

Unless the Bid Item Schedule contained in Part D specifies otherwise, unit prices shall include all incidental Project costs, including but not limited to overhead and profit.

The Contract resulting from this solicitation is based on estimated quantities. The contractor shall only be paid for materials installed in the work in accordance with the applicable unit prices for the specific work element (line item). No payment shall be made for excess materials delivered to the jobsite and not incorporated into the work. Therefore, it shall be the contractor's responsibility to determine the quantities of materials necessary to perform the project to its completion

D. PART E, DRAFT CONTRACT, PAGES E-2 THROUGH E-6, ARE DELETED IN ITS ENTIRETY AND REPLACED WITH REVISED PAGES E-2 THROUGH E-6, ATTACHED AND LABELLED THIS ADDENDUM.

E. CONSTRUCTION DRAWING REVISIONS

Delete ~~sheet C101 and C104~~ and replace in its entirety revised sheet C101 and C104, attached to this addendum.

F. ACKNOWLEDGEMENT OF ADDENDA

- a. 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 proposal.
- b. All other terms, conditions and specifications remain the same.
- c. Receipt acknowledged by:

Authorized Signature

Date Signed

Title

Name of Firm

**To the Board of County Commissioners
Orange County, Florida**

The Undersigned, hereinafter called "Bidder", having visited the site of the proposed project and familiarized himself with the local conditions, nature and extent of the work, and having examined carefully the Contract Form, General Conditions, Supplementary Conditions, Plans and Specifications and other Contract Documents, with the Bond requirements herein, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of: **BERRY DEASE WATER MAIN EXTENSION AND FORCE MAIN REPLACEMENT** in full accordance with the drawings and specifications prepared in accordance with the Contract Documents and, if awarded the Contract, to complete the said work within the time limits specified for the following **ESTIMATED TOTAL BASE BID.**

It is understood that this is a unit price Contract and the resultant Contract will contain estimated quantities, unit prices, extended totals and that the Estimated Total Base Bid is the sum of all pay item totals from the schedule of prices, Page D-3 through D-4.

The Contract resulting from this solicitation is based on estimated quantities. The contractor shall only be paid for materials installed in the work in accordance with the applicable unit prices for the specific work element (line item). No payment shall be made for excess materials delivered to the jobsite and not incorporated into the work. Therefore, it shall be the contractor's responsibility to determine the quantities of materials necessary to perform the project to its completion.

ESTIMATED TOTAL BASE BID:

_____ DOLLARS
(In Words)

\$ _____

In the event the Contract is awarded to this Bidder, he/she will enter into a formal written agreement with the County in accordance with the accepted bid within ten (10) calendar days after said Contract is submitted to him/her and will furnish to the County a Contract Payment and Performance Bond with good and sufficient sureties, satisfactory to the County, in the amount of 100% of the accepted bid. The Bidder further agrees that in the event of the Bidder's default or breach of any of the agreements of this proposal, the said bid deposit shall be forfeited as liquidated damages.

IFB Y18-780-TA, REVISED BID SCHEDULE ADDENDUM 1

Item No.	Description	Unit	Quantity	Unit Cost	Total
1	Mobilization, Demobilization, Bonds, and Permits (not to exceed 5% of the total of all bid items 6-36)	LS	1		
2	Preconstruction Audio-Video Documentation	LS	1		
3	Indemnification	LS	1	\$100.00	\$100.00
4	Project Record Drawings (to be a minimum of 1% of pay items 6-36)	LS	1		
5	Maintenance of Traffic	LS	1		
6	Erosion and Sediment Control	LS	1		
7	Silt Fence	LS	1		
8	Clearing and Grubbing	LS	1		
9	Concrete Base	SY	567		
10	Open Cut and Restore Asphalt Road	SY	586		
11	Open Cut and Restore Stabilized Dirt Road	SY	1438		
12	Remove and Replace Concrete Driveway	SY	37		
13	Remove and Replace Storm Crossing Drain Pipe and MES	LF	92		
14	Removal and Replacement of Concrete Pile Caps	EA	5		
15	Remove and Dispose of Existing 24" DIP FM	LF	1917		
16	Cut and Remove 42" DIP WM	LF	40		
17	Furnish and Install 16" DIP WM with Fittings	LF	3033		
18	Furnish and Install 16" Flanged Long Span DIP WM	LF	160		
19	Furnish and Install 6" DIP WM	LF	20		
20	Furnish and Install 24" PVC FM with Fittings	LF	1320		
21	Furnish and Install 6" Gate Valve	EA	1		

REVISED ADDENDUM 1

22	Furnish and Install 16" Gate Valve	EA	4		
23	Furnish and Install 6" Plug Valve	EA	4		
24	Furnish and Install 24" Plug Valve	EA	5		
25	Furnish and Install 42" Butterfly Valve	EA	2		
26	Furnish and Install 20" x 6" Tapping Sleeve & Valve	EA	1		
27	Furnish and Install 20"x16" Tapping Sleeve & Valve	EA	1		
28	Furnish and Install 24" Tapping Sleeve & Valve	EA	1		
29	Furnish and Install 16" Linestop	EA	1		
30	Furnish and Install 24" Linestop	EA	2		
31	Furnish and Install 2" Air Release Valve	EA	1		
32	Furnish and Install 4" Offset Air Release Valve	EA	4		
33	Furnish and Install New Fire Hydrant Assembly	EA	2		
34	Furnish and Install 24" Plug	EA	3		
35	Furnish and Install 42" Plug	EA	1		
36	Furnish and Install 30" HDPE FM Directional Drill	LF	585		
TOTAL ESTIMATED BID AMOUNT (LINES 1-36)					

The Bidder hereby agrees that there is attached:

- | | | | |
|-----|---|-----|-------------|
| 1. | Non-Collusion Affidavit, Attachment A | Yes | ___ |
| 2. | Required Disclosure, Attachment B | Yes | ___ |
| 3. | M/WBE Forms | | |
| | Employment Data, Attachment C-1 | Yes | ___ |
| | Subcontractor/Supplier Page, Attachment C-2 | Yes | ___ |
| | Good Faith Effort, Attachment C-4 | Yes | ___ No ___ |
| 4. | Trench Safety Act Form, Attachment D | Yes | ___ N/A ___ |
| 5. | Drug-Free workplace Form | Yes | ___ |
| 6. | Bid Bond on Form in Exhibit 1 or Cashier's Check
(10% of Base Bid) | Yes | ___ N/A ___ |
| 7. | Original Bid Form (marked "Original") & 3
complete copies with all attachments | Yes | ___ |
| 8. | References, Attachment E | Yes | ___ |
| 9. | Licenses | Yes | ___ N/A ___ |
| 10. | Current W9 | Yes | ___ |
| 11. | Project Expenditure Report, Attachment F | Yes | ___ |
| 12. | Relationship Disclosure Form, Attachment G | Yes | ___ |
| 13. | Verification of Employment Status, Attachment H | Yes | ___ |

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

If awarded this construction Contract, the Bidder agrees to complete the work covered by this Contract as follows:

1. Work shall start at the project site within fourteen (14) days of the effective date of the Notice to Proceed.
2. Substantially complete in **240** consecutive calendar days from date of Official Notice to Proceed.
3. Final completion in **270** consecutive calendar days from date of Official Notice to Proceed.
4. Should the Successful Bidder fail to complete work as specified, the liquidated damage clause will apply (Part E, Contract).

The Bidder hereby agrees that the County reserves the right to waive informalities in any bid and to reject any or all bids, or to accept any bid that in its judgment will be for the best interest of the County.

FLORIDA CONSTRUCTION INDUSTRIES LICENSING BOARD CERTIFICATION:

(NAME OF HOLDER) (CERTIFICATE NO.)

(SIGNATURE OF BIDDER) (CERTIFICATE EXPIRATION DATE)

(NAME TYPED)

IDENTIFICATION OF BUSINESS ORGANIZATION

Complete and submit the following information:

Type of Organization

Sole Proprietorship Partnership

Joint Venture Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607):
_____ City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS

AUTHORIZED SIGNATORIES/NEGOTIATORS

The bidder or proposer represents that the following principals are authorized to sign and/or negotiate Contracts and related documents to which the bidder or proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number	E-Mail Address
------	-------	------------------	----------------

_____	_____	_____	_____
_____	_____	_____	_____

IN WITNESS WHEREOF, THE BIDDER HAS HEREUNTO SET HIS SIGNATURE AND AFFIXED HIS SEAL THIS DAY OF _____, A.D. 20__.

BY _____ (SEAL)

TITLE: _____

PRINT NAME AND TITLE

FEDERAL I.D.# _____

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**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
UNIT PRICE CONSTRUCTION CONTRACT**

CONTRACT:

Made between the Board of County Commissioners, Orange County, Florida (hereinafter called County), represented by the Manager of the Procurement Division executing this Contract, and:

>

Federal Identification Number: >

A Corporation formed under the laws of the State of Florida, hereinafter called Contractor.

The Contractor shall perform all the Work required by the Contract Documents for the proper execution and completion of **BERRY DEASE WATER MAIN EXTENSION AND FORCE MAIN REPLACEMENT** in full accordance with the drawings and as elaborated in the specifications of **Invitation for Bids No. Y18-780-TA** which is made a part of this Contract as completely as if set forth herein.

I

AMOUNT OF CONTRACT:

The County shall pay the Contractor in current funds, and in accordance with the progress payment schedule as stated herein, for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Estimated Contract Amount of (\$>) at the unit prices set forth in the Invitation for Bids Official Bid Form, Part D.

MAXIMUM CONTRACT AMOUNT:

The Contractor shall provide written notification to the County's Project Manager when 90% of the total contract amount has been reached. The Contractor shall not proceed beyond 100% of the total contract amount unless duly authorized by a written change order.

ESTIMATED QUANTITIES:

This Contract is based on estimated quantities. The contractor shall only be paid for materials installed in the work in accordance with the applicable unit prices for the specific work element (line item). No payment shall be made for excess materials delivered to the jobsite and not incorporated into the work. Therefore, it shall be the contractor's responsibility to determine the quantities of materials necessary to perform the project to its completion

II
ASBESTOS FREE MATERIALS:

Project is to be constructed with asbestos free materials. A written, notarized statement on company letterhead is to be submitted with the final payment request. Final payment shall be withheld until such statement is submitted. Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract document, Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the County.

III
ADMINISTRATIVE DATA:

Progress Payments: Based upon Applications for Payment submitted to the Project Manager by the Contractor and Certificates for Payment issued by the Project Manager the County shall make progress payments on account of the Contract Amount to the Contractor as provided in the Contract Documents as follows:

Not later than 30 days following approval of an application for Payment, ninety percent (90%) of the portion of the Contract Amount properly allocable to labor, materials and equipment incorporated in the Work and ninety percent (90%) of the portion of the Contract Amount properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the Owner.

When the completion of the Work ascertained as payable exceeds fifty percent (50%) of the total contract amount the retainage percentage withheld shall be reduced to 5%. Upon Final completion of the entire Work, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Amount, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

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** 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**. 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.

IV
CONTRACT DOCUMENTS:

This Contract entered into this date by the Board of County Commissioners hereinafter called the County, represented by the Manager of the Procurement Division executing this Contract and the individual, partnership or corporation named above, hereinafter called the Contractor. Witnesseth that the parties hereto do mutually agree as follows:

The Contractor shall furnish all labor, equipment and materials and perform the Work described for the amount stated above in strict accordance with the General Conditions, Supplementary Conditions/Special Provisions, Plans and Specifications and other Contract Documents, all of which are made a part hereof and designated as follows:

- a. Orange County Invitation for Bids/Project Manual, **IFB No. Y18-780-TA dated July 3, 2018**, (which contains the Invitation for Bids, Notice, Instruction to Bidders, Bid Form and Attachments, this Contract, General Conditions, Supplementary Conditions / Special Provisions, and Specifications);
- b. Drawings bearing the title "**Construction Plans, BERRY DEASE WATER MAIN EXTENSION AND FORCE MAIN REPLACEMENT**".
- c. Addendum No.> dated >;
- d. >'s Bid Proposal dated **August 7, 2018**;
- e. Payment/Performance Bond;
- f. Certificates of Insurance;

V
PRIORITY OF DOCUMENTS:

The order of precedence of items and documents is as follows:

Construction Contract
Permits
Supplemental Conditions/Special Provisions
General Conditions
Specifications/Technical Provisions
Drawings/Plans
Road Design, Structures, and Traffic Operations Standards (If applicable)
Florida Department of Transportation Standard Specifications for Road and Bridge Construction (If applicable)

VI

TIME OF COMMENCEMENT AND FINAL COMPLETION:

- a. Work to commence within fourteen (14) days of Official Notice to Proceed date and shall be completed, unless amended by written Change Order or Amendment executed by both parties to this Contract.
- b. Substantial Completion of the Work shall be achieved not later than **240** consecutive calendar days from date of Official Notice to Proceed.
- c. Final Completion of the Work shall be achieved not later than **270** consecutive calendar days from date of Official Notice to Proceed.

VII

COMPLIANCE WITH M/WBE CONTRACT REQUIREMENTS:

By entering into this Contract, the Contractor affirmatively commits to comply with the MWBE subcontracting requirements submitted with his/her bid. The failure of the Contractor to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

VIII

MISCELLANEOUS PROVISIONS:

- a. Terms used in this Contract that are defined in the General Conditions shall have the meanings designated in those conditions.
- b. No price adjustments shall be made on this contract to the bid price of any products or materials including but not limited to gasoline, diesel or other fuels, and bituminous materials, including asphalt due to fluctuations in market prices, changes in suppliers or any other reason.
- c. County and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

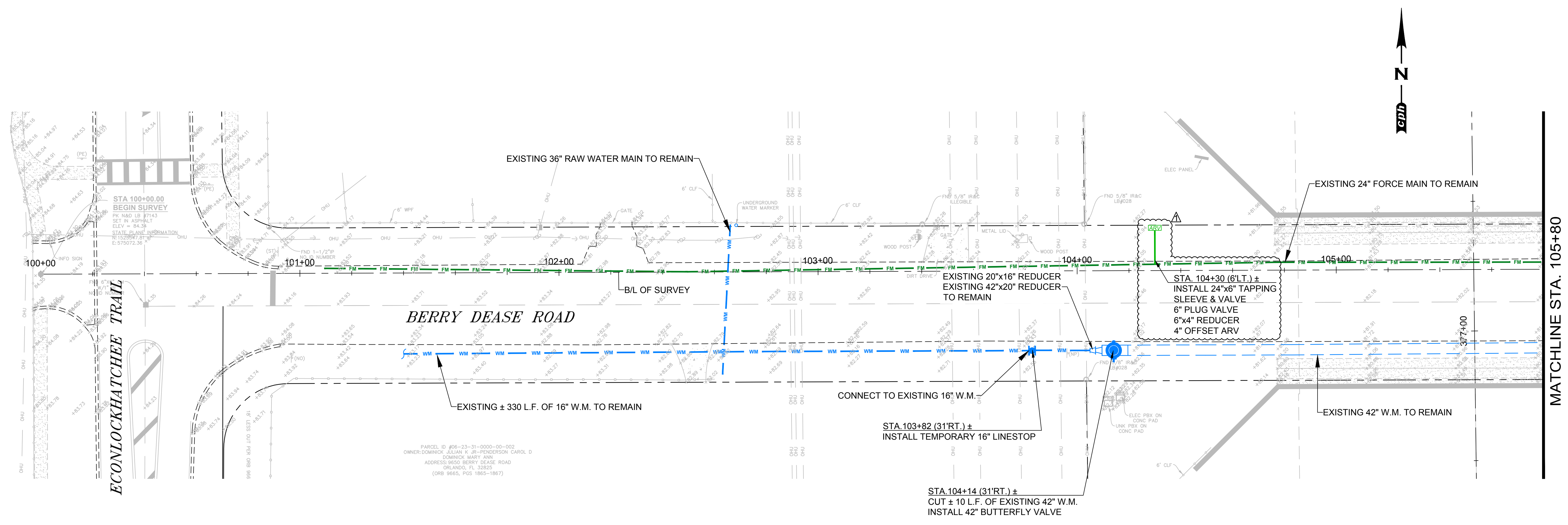
- d. The laws of the State of Florida shall govern this Contract. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this Contract shall be the Ninth Circuit Court in and for Orange County, Florida.

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

BY _____ **BY** _____
Carrie Mathes, MPA, CFCM, CPPO, C.P.M. **Signature**
CPPB, APP, Manager, Procurement Division

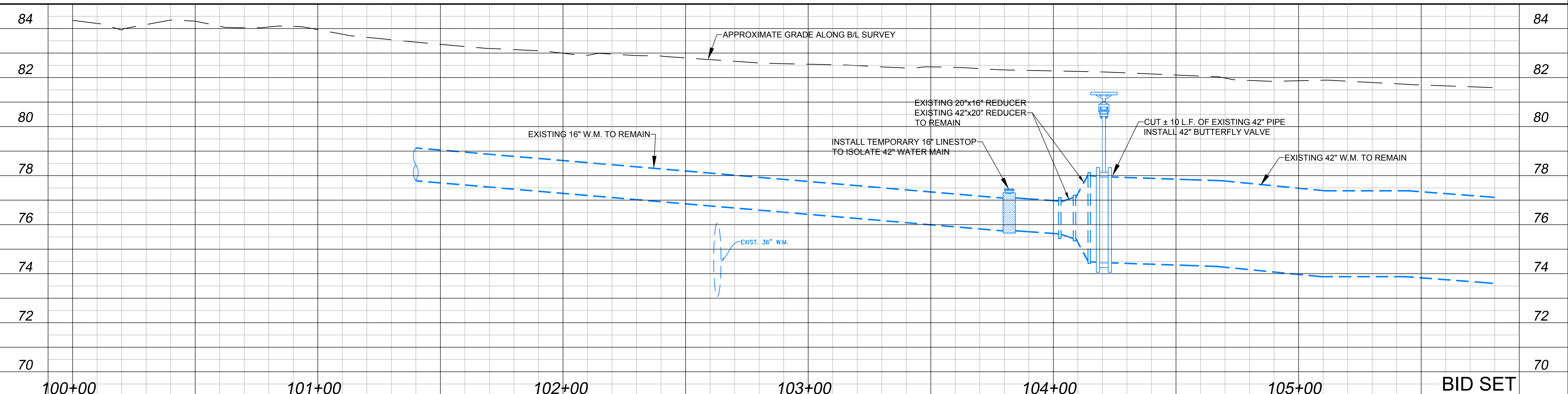
DATE _____ **_____**
(For County use only) **Type or Print Name**

**Corporate
Seal**



PARCEL ID #05-23-31-0000-00-002
 OWNER: DOMINICK JULIAN W JR - FENDERSON CAROL D
 DOMINICK MARY ANN
 ADDRESS: 9650 BERRY DEASE ROAD
 ORLANDO, FL 32825
 (ORB 9655, PGS 1865-1867)

1" = 20' HORIZONTAL
 1" = 2' VERTICAL



REV	DATE	DESCRIPTION
1	7/23/18	PER ADDENDUM No. 1

LINE IS 2 INCHES
 AT FULL SIZE
 (IF NOT SCALE ACCORDINGLY)

ORANGE COUNTY GOVERNMENT
ORANGE COUNTY UTILITIES DEPARTMENT ENGINEERING DIVISION
 9150 CURRY FORD ROAD ORLANDO, FL 32825

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 Engineers Planners
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 Landscape Architects Traffic/Transportation
 www.cphcorp.com
 1117 East Robinson Street ~ Orlando, FL 32801 ~ Phone: 407.425.0452

Licenses:
 Eng. C.O.A. No. 3215
 Survey L.B. No. 7143
 Arch. Lic. No. AA2600926
 Lndscp. Lic. No. LC0000298

**PLAN AND PROFILE (STA. 100+00 ~ STA. 105+80)
 BERRY DEASE ROAD
 WATER MAIN EXTENSION AND
 FORCE MAIN REPLACEMENT PROJECT**

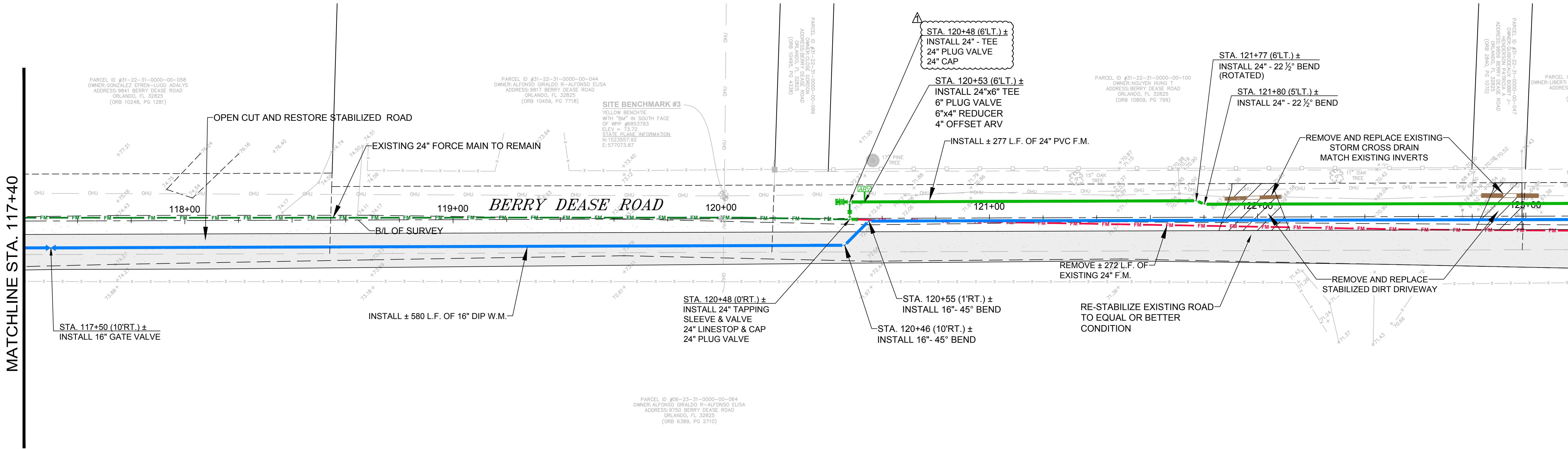
DAVID E. MAHLER
 PROFESSIONAL ENGINEER
 FLORIDA LICENSE #50041

OCU FILE NO.:
 DESIGNED BY: DEM
 DRAWN BY: GNP
 CHECKED BY: DEM
 CADD FILE: O28509 Plan & Profiles.dwg

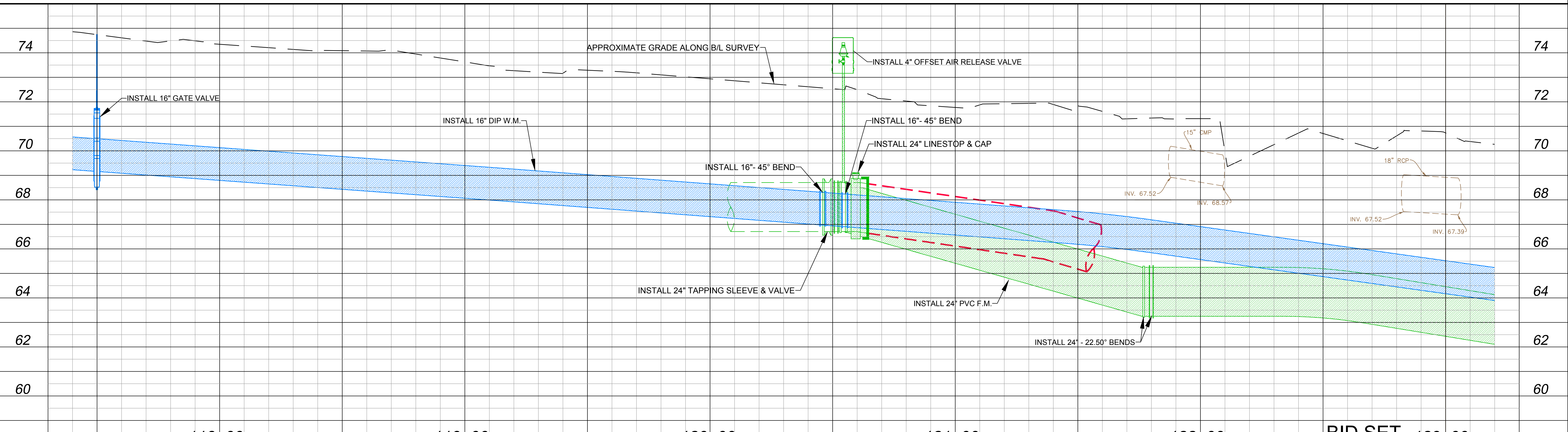
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C-101
 SHEET: 10 OF 21

MATCHLINE STA. 117+40

MATCHLINE STA. 123+20



1" = 20' HORIZONTAL
1" = 2' VERTICAL



118+00	119+00	120+00	121+00	122+00	123+00						
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REV	DATE	DESCRIPTION									
1	7/23/18	PER ADDENDUM No. 1									
<p>ORANGE COUNTY UTILITIES DEPARTMENT ENGINEERING DIVISION 9150 CURRY FORD ROAD ORLANDO, FL. 32825</p>			<p>A Full Service A & E Firm 1117 East Robinson Street ~ Orlando, FL 32801 ~ Phone: 407.425.0452</p>								
<p>PLAN AND PROFILE (STA. 117+40 ~ STA. 123+20) BERRY DEASE ROAD WATER MAIN EXTENSION AND FORCE MAIN REPLACEMENT PROJECT</p>											
<p>OCU FILE NO.: DESIGNED BY: DEM DRAWN BY: GNP CHECKED BY: DEM CADD FILE: O28509 Plan & Profiles.dwg</p>											
<p>SCALE: AS SHOWN DRAWING NO.: C-104 SHEET: 13 OF 21</p>											