

June 27, 2019

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
IFB NO. Y19-757/ ADDENDUM NO. 1**

INTERNAL OPERATIONS CENTER II CHILLER REPLACEMENT

BID OPENING DATE: JULY 9, 2019

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. QUESTION: Reference pg. 94: builder's risk insurance is required. Doesn't state whether our installation floater would suffice.

ANSWER: Yes, an installation floater is acceptable as long as the value of all new equipment is covered.

2. QUESTION: if the project is under \$1MM, our deductible is supposed to be \$25K or 10% of the project cost, whichever is smaller. Either way, we would need an exception to this rule, as our deductible is \$100K. This needs to be determined before submitting a bid

ANSWER: The builders' risk or installation floater shall not have a flat dollar deductible greater than \$25,000 or a wind percentage deductible greater than 5%. The 10% of the project cost is for professional liability and since this requirement has been stricken in the boilerplate, this language does not apply. If they wish to use their blanket coverage with a \$100,000 deductible, the County will require seeing a copy of the firm's financials for evaluation. It is the County's discretion whether to approve or not based on review of the financials. Otherwise, the Contractor shall include the additional cost of buying down the deductible in their bid. No additional compensation will be permitted.

3. QUESTION: Pg. 125, Article 19 allows the county to suspend work at any time and we are only able to request an increase in contract price or time due to "unreasonable delays". Unreasonableness is not defined.

ANSWER: The definition of an unreasonable delay is circumstantial; it requires consideration of facts-to-date and actual impacts on the contractor. Therefore, to ensure adequate consideration, a Contractor having a claim due to what they assert to be an unreasonable delay would do so by submitting a Claim in accordance with General Conditions, Part F, Article 13 – Change of Contract Amount and Contract Time.

4. QUESTION: we waive consequential damages toward the owner, but they are not waived by the owner against us

ANSWER: General Conditions, Part F, Article 17 – Delays and Extension of Time remains unchanged. The County maintains all reserved rights.

5. QUESTION: What type of roof is the existing roof?

ANSWER: Type roof is a modified bitumen.

B. ADDITIONAL SITE VISIT:

ADDITIONAL SITE VISIT WILL BE HELD ON: Monday July 1, 2019 @ 10:00am
Bidders to meet in the lobby and take the elevator up to the roof to where most but not all of the work will take place.

C. 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