

BROKEN OAK DRIVE IMPROVEMENTS

ADDENDUM NO. 1

DATE: August 25, 2023

Bid Number: 142173390

This addendum forms a part of the Specifications and modifies the original Document as noted. Acknowledge receipt of this Addendum in the appropriate portion of Section 00300 with the submitted bid. Failure to do so may subject the proposer to disqualification.

1. It seems the contract duration and liquidated damage amounts vary in a few sections of the specifications package. Can you please confirm the substantial, final and liquidated damages for this project?

Response: As it relates to Contract Time/Duration, construction time to achieve Substantial Completion is 90 consecutive calendar days from the date of Notice to Proceed, with an additional 30 consecutive calendar days to achieve Final Completion. Total construction duration is 120 consecutive calendar days.

As to Liquidated Damages – Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of \$500 per calendar day past the date of Substantial Completion. In addition, for Final Completion, the Contractor will be assessed liquidated damages in the amount of \$500 per calendar day past the date of Final Completion.

Project specifications have been updated to reflect these changes and are attached to this Addendum.

ATTACHMENTS: Section 00300 Bid Form, Revised; Section 00500 Agreement Form, Revised.

END OF SECTION

SECTION 00300 – BID FORM

1. The undersigned Bidder does hereby declare that he has carefully examined the Invitation to Bid, the Instructions to Bidders, Project Manual and Construction Plans, and project addenda relating to the above-entitled matter and the work and has also examined the site.
2. The undersigned Bidder hereby declares that he has based his proposal on the conditions as they exist on site and has noted all items of work required of the project that is not illustrated on the plans.
3. The undersigned does hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings and Specifications relating thereto.
4. The undersigned does hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other causes whatsoever.
5. The undersigned does hereby declare that he shall make no claim on account of minor variation of the approximate estimate in the QUANTITIES or work to be done, nor on account of any misunderstanding or misconception of the nature of the work to be done or the grounds or place where it is to be done.
6. The undersigned does also declare and agree that he will commence the work within ten (10) days after notification by the ENGINEER to do so and will complete the work fully and in every respect on or before the time specified in said contract.
7. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form shall govern all errors in extension or addition and shall void the total base bid submitted on the attached sheet. The corrected extension and addition of all items shall be considered to be the correct base bid for comparison purposes.
8. The undersigned further agrees that the UNIT PRICES submitted on the Bid Form will expire if a contract is not executed within one hundred twenty (120) days from the date of bid deadline, and that the Contractor will be fully released from any obligations of this Bid Form.
9. The undersigned agrees that this bid is based on substantially completing the project within ninety (90) calendar days and final completion within one hundred twenty (120) calendar days from the date of Notice to Proceed. The Contractor further agrees to pay, as liquidated damages, the sum of five hundred (\$500) dollars for each consecutive calendar day thereafter.
10. The Bidder acknowledges having received the following project addenda:

No. _____, Date: _____	No. _____, Date: _____
No. _____, Date: _____	No. _____, Date: _____
No. _____, Date: _____	No. _____, Date: _____
11. By submission of this bid, each bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

BROKEN OAK DR IMPROVEMENTS BID FORM					
BID NUMBER	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
ROADWAY & DRAINAGE IMPROVEMENTS					
1	MOBILIZATION	1	LS		
2	MAINTENANCE OF TRAFFIC	1	LS		
3	AS-BUILT PLANS AND CONSTRUCTION LAYOUT SURVEY	1	LS		
4	POLLUTION PREVENTION AND CONTROL	1	LS		
5	UNSUITABLE MATERIAL REMOVAL	100	CY		
6	CLEARING AND GRUBBING	0.30	AC		
7	OPTIONAL BASE, BASE GROUP 06	1,560	SY		
8	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC LEVEL C (2.0")	50	TN		
9	TREE REMOVAL & PAVEMENT RESTORATION	2	EA		
UTILITIES POTABLE WATER					
10	6" FUSIBLE C-900 DR-18 PVC FORCE MAIN BY HDD (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC)	570	LF		
11	12" C-900 DR-18 REUSE MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC)	710	LF		
12	6" C-900 DR-18 FORCE MAIN (INCLUDES FITTINGS, RESTRAINTS, APPURTENANCES, ETC)	1,490	LF		
13	12" CAP	1	EA		
14	6" CAP	1	EA		
15	6" GATE VALVE	2	EA		
16	12" GATE VALVE	2	EA		
17	AIR RELEASE VALVE	2	EA		
18	POTABLE PRESSURE TESTING	1	LS		
PAYMENT AND PERFORMANCE BOND					
BID TOTAL					

Lump Sum Grand Total amounts are to be shown in both words and figures. In case of discrepancies, the amount in words will govern.

LUMP SUM GRAND TOTAL: \$ _____

WORDS: _____

THIS PROPOSAL DATED THIS _____ day of _____, 2023.

ATTEST:

Witness: _____

Signature

By: _____

Authorized Signature (Principal)

Printed Name

Printed Name, Title

Company Name

Address:

Employee I.D. No.

Florida State Certified General
Contractor's License Number

Telephone Number: _____

END OF SECTION

SECTION 00500 – AGREEMENT

This Agreement made this ____ day of _____, 2023 by and between the City of Wildwood hereinafter called “Owner” and _____ doing business as a corporation hereinafter call “Contractor”, for the construction of the Broken Oak Drive Improvements.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for construction and completion of the work described in the Contract Documents and comply with the terms therein for the lump sum of \$ _____ or as shown in the Bid Schedule.
2. The Contractor will furnish a Performance and Payment Bond, in an amount equal to 100 percent (100%) of the Contract Price and submit such Bond to the Owner within ten (10) calendar days from the date of the Notice of Award.
3. The Contractor will purchase and maintain such comprehensive general liability and other insurance such as required by the General and Supplementary Conditions and furnish Certificates of Insurance to the Owner within ten (10) calendar days from the date of the Notice of Award.
4. The Contractor will commence the work required by the Contract Documents within ten (10) calendar days after the date of the Notice to Proceed and will achieve Substantial Completion (**operational**) within 90 calendar days of the Notice to Proceed. The date of Final Completion will be 30 calendar days following the date of Substantial Completion. Total construction duration is 120 consecutive calendar days. Unless the period for Substantial Completion is extended otherwise by the Contract Documents, the Contractor will be assessed liquidated damages in the amount of \$500 per calendar day past the date of Substantial Completion. In addition, for Final Completion, the Contractor will be assessed liquidated damages in the amount of \$500 per calendar day past the date of Final Completion.
5. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
6. Progress payments will be made in an amount equal to 90% (ninety percent) of the value of work completed and may include 90% (ninety percent) of the value of materials and equipment not incorporated into the work, but delivered and suitably stored, less, in each case, the aggregate of payments previously made. At the sole discretion of the Owner, monthly progress payments may be increased after 50% (fifty percent) of the work is completed to 95% (ninety-five percent) of the value of work completed and materials and equipment not incorporated but delivered and suitably stored (less the aggregate of previous payments) provided that:
 - (a) Contractor is making satisfactory progress, and
 - (b) There is no specific cause for greater withholding.However, the Owner may subsequently resume retaining 10% (ten percent) of the value of work completed and materials delivered if, in sole determination of the Owner, the Contractor is not performing according to the Contract Documents or not complying with the current progress schedule.
7. The Contractor will provide the Owner with a list of all Sub-contractors and Suppliers used by the Contractor in performing the work covered by this Contract. The Contractor will be required to submit to the Owner appropriate partial Release of Lien from the appropriate Suppliers and Sub-contractors with each Application for Payment before payment is made by the Owner. Final payment will be paid to the Contractor when the Contractor and all Sub-contractors and Suppliers have provided the Owner with their final Release of Lien.
8. The term “Contract Documents” means and includes the following:
 - (a) Invitation for Bids

- (b) Instruction to Bidders
- (c) Bid Form
- (d) Public Entity Crimes Statement
- (e) Drug Free Workplace Form
- (f) Immigration Affidavit Certification
- (g) Agreement
- (h) Performance and Payment Bond
- (i) Certificate of Insurance
- (j) Reference Form
- (k) Standard General Conditions
- (l) Supplementary Conditions
- (m) Special Provisions
- (n) Contract Closeout
- (o) Construction Plans prepared by Kimley-Horn and Associates, Inc. dated July 2023.
- (p) Specifications prepared or issued by Kimley-Horn and Associates, Inc. dated July 2023.
- (q) Addenda as Follows:

No. _____ dated _____, _____

No. _____ dated _____, _____

No. _____ dated _____, _____

No. _____ dated _____, _____

9. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
10. The Contractor agrees that all materials, techniques, methods, and safety are exclusively the responsibility of the Contractor and not the Engineer or Owner.
11. Contractor agrees to immediately notify Owner if Contractor is adjudged as bankrupt or insolvent or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if Contractor files a petition or take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws.
12. The Contractor shall indemnify and save harmless the City of Wildwood its Engineer (Kimley-Horn and Associates, Inc.), officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Engineer, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated by the Specifications and Contract Documents.

The breach of any provision of this contract and those provisions stated more fully in the specifications for Broken Oak Drive Improvements, dated July 2023 shall entitle Owner to collect

damages against Contractor and if necessary, to seek injunctive relief against Contractor, and to collect costs and attorney's fees through all appeals.

IN WITNESS, WHEREOF, the parties thereto have executed, or caused to be executed by their duly authorized officials, this Agreement in triplicate each of which shall be deemed an original on the date first above written.

OWNER: City of Wildwood

BY: _____

NAME: _____
(Please Type/Print)

TITLE: _____

DATE: _____

ATTEST:

NAME: _____
(Please Type/Print)

TITLE: _____

CONTRACTOR: _____

BY: _____

NAME: _____
(Please Type/Print)

ADDRESS: _____

DATE: _____

ATTEST:

NAME: _____
(Please Type/Print)

TITLE: _____

END OF SECTION