

VILLAGE OF ROYAL PALM BEACH, FLORIDA

PROJECT NAME: **Village Wide ADA Sidewalks 2018**

PROJECT NUMBER: **EN1601**

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: May 21, 2019

TO: Prospective Bidders

THIS ADDENDUM NO. **One** INCLUDES THE FOLLOWING:

Announcements:

1. Responding to a question from the Pre-Bid Meeting regarding rain days, the Village references Section 8-7.3.2 in the 2019 Florida Department of Transportation Standard Specifications for Road and Bridge Construction, as amended by the Special Provisions to replace “The Department” with “The Village.”

The (Village) will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations as defined in 8-6.4 that prevent the Contractor from productively performing controlling items of work resulting in: 1.) The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or 2.) The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor’s failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather.

2. Responding to a question from the Pre-Bid Meeting regarding the Pre-Construction Timeline, please see the estimated timeline below.

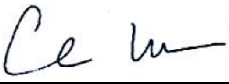
	Maximum Calendar Days To Complete	Contractually Required Date
Bid Opening	35	5/24/2019
Notice of Award / 2 Copies of Contract Issued to Contractor	7	6/27/2019
Contract Awarded by Village Council	60	7/23/2019
2 Signed Copies of Contract / Required Bonds Returned to Village	14	7/5/2019
Contract Sent to Village Attorney	7	7/12/2019
Contract Executed by Village Manager & Issued to Contractor (effective date of the agreement)	1	7/13/2019
Pre-Construction Requirements Due	7	7/20/2019
Pre-Construction Meeting	1	7/21/2019
Notice to Proceed Issued	30	8/14/2019

3. Responding to a question from the Pre-Bid Meeting regarding a Staging Area, please see the attached exhibit.

4. No lane closures shall occur outside of 9:30 a.m. – 3:30 p.m. on Royal Palm Beach Boulevard, Wildcat Way, and Grandview Way.

Bid Documents:

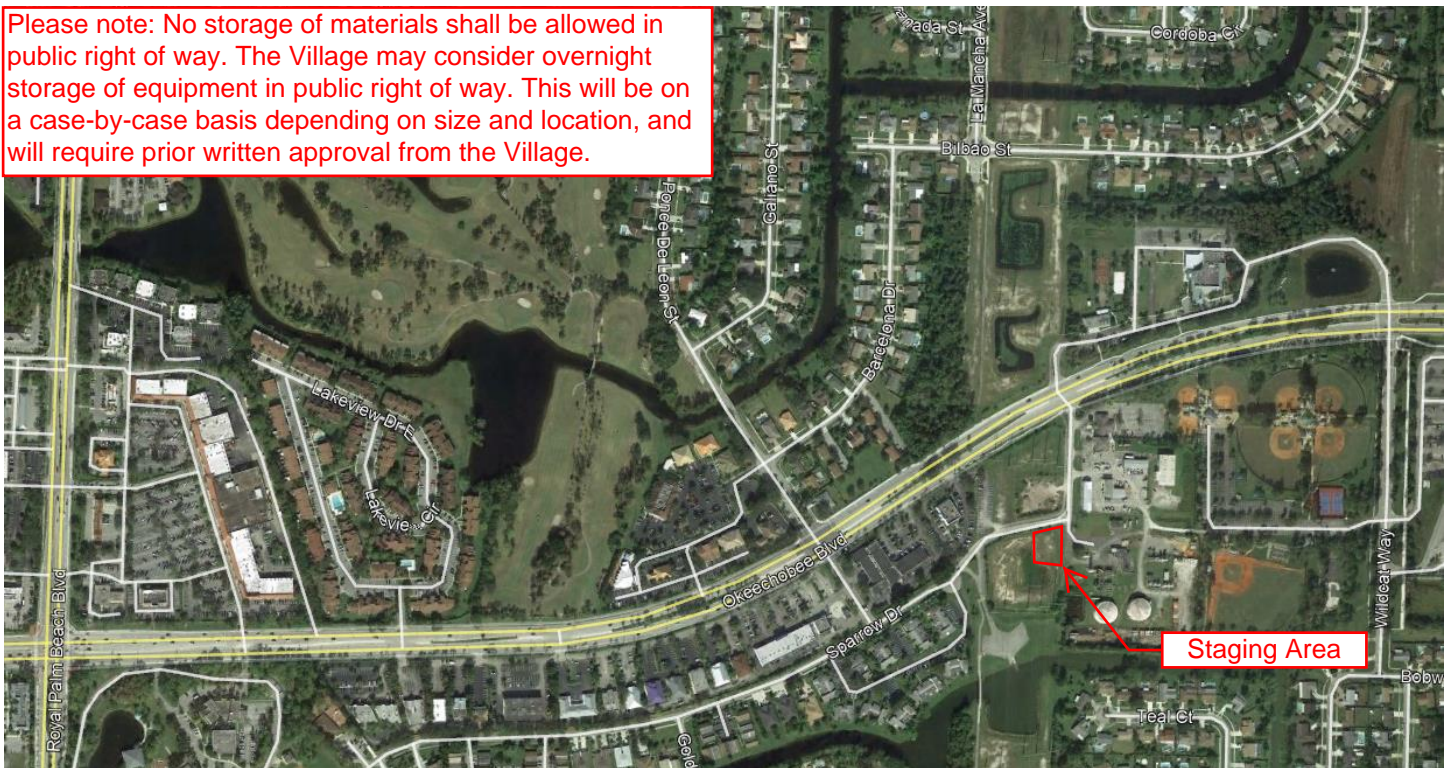
1. Replace FP-67 and SC-91 with the attached Addendum 1 versions.
 - a. Document Priority lists have been corrected.

APPROVED BY:  _____
Christopher A. Marsh, P.E., Village Engineer

ACKNOWLEDGMENT OF RECEIPT: _____
Bidder

ADD-1

Please note: No storage of materials shall be allowed in public right of way. The Village may consider overnight storage of equipment in public right of way. This will be on a case-by-case basis depending on size and location, and will require prior written approval from the Village.



GC 1 DEFINITIONS

- (a) The "Owner", the "Contractor", and the "Engineer" are treated throughout the Contract as if each were of the singular number and masculine gender.
- (b) "Engineer" shall be used and shall be understood to mean the professional engineer or architect consultant retained by the Village or the designed staff engineer of the Engineering Department of the Village.
- (c) "Subcontractor" includes only those having a direct contract with the Contractor, and it includes one who furnishes material worked to a special design according to the plans and specifications of this work but does not include one who merely furnishes material not so worked.
- (d) The term "work" means the construction services required by the Contract Documents/ this Agreement and requires all labor, materials and services to be provided by the Contractor to fulfill the Contractor's obligations under this Agreement.

GC 2 EXECUTION, CORRELATION AND INTENT OF DOCUMENTS:

The Contract Documents shall be executed in two original sets by Owner and Contractor. The Contract Documents are complementary, and wherever possible the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

First Priority:	Specifications (quality)
Second Priority:	Drawings (location)
Third Priority:	Special Terms
Fourth Priority:	General Terms and Conditions
Fifth Priority:	Contract Documents
Sixth Priority:	Invitation to Bid
Seventh Priority:	Contractor's Bid

In any event of inconsistency, however, the latest, and more stringent, or technical, or the greater quantity requirements shall control the work to be performed by the Contractor.

GC 3 CONTRACTOR RESPONSIBILITIES.

- a) The Contractor shall be held liable to the Owner for the performance of all work provided for under this Contract. These specifications make no attempt to fix the scope of the work of any subcontractor nor the responsibilities of the subcontractors.
- b) Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, heat, utilities, and other facilities and services necessary for the property execution and completion of the Work.
- c) Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures and safety programs in connection with the performance of the work. Contractor shall be solely responsible for the engagement and management of any subcontractors used to perform any portion of the work.
- d) The Contractor shall be liable to the Owner for materials furnished. This shall include all materials whether manufactured and/or fabricated by other persons. In the event that an agent or other representative of the Owner approved the installation or erection of any item of material and the Contractor feels the same is not fabricated in good workmanlike manner, he shall forthwith advise the Engineer and the Owner thereof in writing.
- e) The Contractor shall provide for each of the following activities:
 - (1) Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.
 - (2) Maintain a roster of subcontractors will name and contact telephone numbers for key personnel.
 - (3) Provide a safety program for the project and conduct a safety meeting prior to commencing work.
- f) Any disputes which may arise in this connection between the Contractor and any subcontractor must be settled between the parties concerned. The Owner will not undertake nor be in any way responsible for the settlement of such disputes.

GC 4 ENGINEER'S STATUS.

SUPPLEMENTARY CONDITIONS

1.01 GENERAL:

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (No. 1910-8, 1996 edit.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The CONTRACTOR shall note physically by cross-out or cross-reference notations all changes in the General Conditions called for in the Supplementary Conditions before submitting his Proposal.

2.01 MODIFICATIONS TO FEDERAL PROVISIONS

Delete the following sections:; GC14. Survey, Lines and Grades:

SC-1 add the following to General Condition 1: Definitions

SC-1(e) Day: A calendar day shown on the calendar, ending and beginning at midnight.

SC-1(f) Contract-The entire and integrated written agreement between the OWNER and CONTRACTOR concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral. The parties shall not be bound by or be liable for any statements, representation or, promise, inducement, or understanding of any kind or nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

SC-2 replace document priorities of General Condition 2: Execution, Correlation and Intent of Documents with the following:

First Priority:	Supplementary Conditions
Second Priority:	Specifications (quality)
Third Priority:	Drawings (location)
Fourth Priority:	Federal Contract Provisions and Special Terms & Conditions
Fifth Priority:	Contract Documents
Sixth Priority:	FDOT Division 1 Specifications
Seventh Priority:	Invitation to Bid
Eighth Priority:	Contractor's Bid

SC-8 Replace General Condition 6: Project Manager with the following:

1) At all times during the Work, CONTRACTOR shall assign a competent Project Manager and Resident Superintendent, acceptable to the OWNER, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances.

2) The authorized Representative, Qualifying Agents, Project Managers, Superintendents and Supervisors are all subject to prior and continuous approval of the OWNER. If at any time during the term of the Contract, any individual nominally performing any of the positions named above, is, for any reason, unacceptable to the OWNER, CONTRACTOR shall replace the unacceptable personnel with personnel acceptable to the OWNER.

SC-12 Replace the term "Special Terms" with "Contract" in General Condition 12: Liquidated