March 12, 2013

RE: Bid Title: Lafayette Street, Phase II
    Bid No: 03-19-13-29
    Opening Date: Tuesday, March 19, 2013 at 2:00 PM

ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project. The following and attachments are provided for clarification and use during your bid submission.

1. The Soil Reports indicated on Sheet 3, Site Work Notes, Item 9 of the Construction Plans are attached.

2. The Leon County Supplemental Specifications to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction 2010 are attached.

3. An Additive Alternate Bid Item has been added to the Bid Pricing Sheet. This Item is in lieu of 120 LF of 8" DIP water pipe that would be installed by open trench at the CSX railroad crossing, when required by CSX. The cost for this item will not be considered in bid total for low bid selection.
   a. 5530J "Water, Railroad Crossing (by Bore & Jack Method),
      This work consists of the following items:

      A. Bore and Jack 16" inside diameter steel casing pipe between the
         STA 417+69.30 to 418+69.30 at a depth of between 4 to 6 feet below
         subgrade.
      B. Install restrained-joint 8" ductile iron water carrier pipe inside the
         casing, with required spacers.
      C. Governing specification are Section 4 (Jack and Bore) of the City
         Standard Specifications.
      D. All fittings and thrust restraints devices necessary to make the
         connections to
         the new open-trench-installed 8-inch water main.
      E. 8" DIP water carrier pipe materials.
      F. As-built record drawings per City Standard Specifications.

"People Focused. Performance Driven."

5. The transition of cross slope through the intersection is described in the revised Sheet 3, Paving and Grading Notes, Item 16 attached herein.

5. Sheet 4 and Sheet 6 have been revised and are attached. These changes clarify that the control elevation for this project is the existing curb lips. The new Curb & Gutter lip elevations on Lafayette Street will be the same as the existing lip elevations. The eastbound lane cross slope will hold 3% from the lip of the curb on the south side to the centerline of roadway. The cross slope for the westbound lane is determined by the tie in from the centerline of the roadway to the north side curb lip.

6. The performance period for this job is two-hundred and ten (210) days.

7. PERFORMANCE AND PAYMENT BOND

At the time of execution of this Agreement, Contractor shall deliver to the County a Performance and Payment bond, to secure the faithful performance by Contractor of all the terms, covenants, and conditions of this Agreement and the prompt payment, by Contractor, of amounts due all persons supplying labor, services, equipment, or material used in the prosecution of the work to be performed under this Agreement and any and all duly authorized modifications thereof. Such bond shall meet all requirements of applicable law and shall be issued by a surety acceptable to the County, in the form approved by the County, and in an amount equal to one hundred (100%) percent of the Guaranteed Maximum Price specified in Section 7, without any deduction therefrom. Additionally, the bond shall include a dual obligee rider naming the City of Tallahassee as a beneficiary for the Water and Wastewater Utility Adjustments and Relocation work as set forth in Exhibit A, Design / Build Request for Proposal.

Failure to provide the required Bond(s) within the aforementioned time frame may result in a termination of this Agreement.

Performance and Payment and Material Bonds shall provide that, in the event of non-performance on the part of the Contractor the bond can be presented for honor and acceptance at an authorized representative or institution located in Tallahassee, Florida.

The Bond required herein shall be in substantially the following form:

PUBLIC CONSTRUCTION BOND Bond No. ___ (enter bond number)

BY THIS BOND, We _____, as Principal and _____, a corporation, as Surety, are bound to Leon County, Florida herein called Owner, in the sum of $_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.
THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Agreement dated ____________, between Principal and Owner for construction of ________________, the Agreement being made a part of this bond by reference, at the times and in the manner prescribed in the Agreement; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Agreement; and

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Agreement; and

4. Performs the guarantee of all work and materials furnished under the Agreement for the time specified in the contact, then this bond is void; otherwise it remains in full force.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

6. Any changes in or under the Agreement documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

In the event of non-performance on the part of the Contractor this Performance / Payment and Material Bond can be presented for honor and acceptance at (address) ________________ which is located in Tallahassee, Florida.

DATED on this the _____ day of ____________, 20____.

________________________
(Name of Principal)

________________________
By: ______________________

________________________
(Name of Attorney-In-Fact)

________________________
(Surety)

Payment bond executed as a result of the requirements herein by a surety shall make reference to Section 255.05, Florida Statutes, by number and shall contain reference to the notice and time limitations provisions in Section 255.05, Florida Statutes. The surety shall be rated as B+ or better by Best's key guide latest edition.
8. An updated Unit Price sheet is also attached and provided for your usage.

Acknowledgment of this addendum is required as part of your bid submittal. Failure to acknowledge this addendum may result in rejection of your bid.

Should you have any questions, feel free to call me at (850) 606-1600.

Sincerely,

Don Tobin, CPPB
Purchasing and Contracting Administrator

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Enclosures