



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Purchasing Division
1800-3 Blair Stone Road
(corner of Blair Stone and Miccosukee Roads)
Tallahassee, Florida 32308
850-606-1600

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July 14, 2011

Title: Timber Lake Storm Water Enhancement Project
Number: BC-08-02-11-41
Opening Date: Tuesday, August 2, 2011 at 2:00PM

ADDENDUM #1

Dear Vendor:

This letter serves as Addendum #1 for the above referenced project.

1. The following language is hereby added to the bid document:

EMPLOYMENT ELIGIBILITY VERIFICATION

1. Contractor agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program. Contractor further agrees to provide to the County, within thirty days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. Contractor further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract or within sixty days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
3. Contractor will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement.
 - a. Contractor must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by Contractor to perform employment duties within Florida within 3 business days after the date of hire.

- b. Contractor must initiate verification of each person (including subcontractors) assigned by Contractor to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. Compliance with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the County may treat a failure to comply as a material breach of the contract.

GUARANTEE OF WORK

Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance in writing by the Director of Public Works. No express warranty or guarantee contained herein shall in any way limit, avoid, displace, or modify any implied warranties or guarantees owed by the Contractor to the County.

If within the guarantee period, repairs or changes are required in connection with the guaranteed work, which in the opinion of the Director of Public Works is rendered necessary as the result of the use of materials, equipment or workmanship which are defective, or inferior, or not in accordance with the terms of the Agreement, the Contractor shall promptly upon receipt of notice from the County, and without expense to the County:

- a. Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein.
- b. Make good all damage to the structure or site, or equipment or contents thereof, which in the opinion of the Director of Public Works is a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Agreement.
- c. Make good any work or materials, or the equipment and contents or structures or site disturbed in fulfilling any such guarantee.

In any case where, in fulfilling the requirements of the Agreement or of any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under Agreement, he shall restore such disturbed work to conditions satisfactory to the Director of Public Works and guarantee such restored work to the same extent as it was guaranteed under the original Agreement.

If the Contractor, after notice, fails to proceed within ten (10) working days to comply

with the terms of the guarantee, the County may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.

All special guarantees applicable to definite parts of the work which may be stipulated in the specifications or other papers forming a part of the Agreement shall be subject to the terms of this paragraph during the first two (2) years of the life of such special guarantee. The Contractor hereby understands and agrees that none of the guaranties or warranties as to defects in materials, equipment, or workmanship set forth herein shall in any way limit or shorten the statutory limitations period during which the County can bring an action in law or equity against the Contractor for breach of this Agreement. The Contractor further agrees that the limitations period for any action in law or equity which the County might bring against the Contractor for breach of this Agreement shall not begin to run until the time at which the breach is actually discovered by the County.

2. A revised Bid Form, Attachment 4, is attached and available in Excel format on the Leon County website at: <http://www.leoncountyfl.gov/Purchasing/Plan&Specs/index.asp>
3. Geotechnical reports are available on the Leon County website at: <http://www.leoncountyfl.gov/Purchasing/Plan&Specs/index.asp>

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,



Wendi Sellers
Contract Manager

WS

ATTACHMENT 4
TIMBERLAKE STORMWATER MITIGATION
BID FORM

<u>Description</u>	<u>QNTY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
BASE BID				
Sitework				
Silt Fence	1125	LF		
Tree Protection	2200	LF		
Temporary Sediment Traps	5	EA		
Floating Turbidity Barrier	560	LF		
Construction Entrance	3	EA		
30" RCP culvert and sediment sump	1	EA		
Clear and Grub	10	AC		
Demolition ¹	1	LS		
Relocate Existing Shelter ²	1	LS		
Reinstall existing fence	1	LS		
Raise Sanitary Sewer Manhole	1	EA		
Wood Split Rail Fence	690	LF		
Hog Wire Fence	1300	LF		
Cattle Gate	2	EA		
Landscaping				
Red Maple FG; 3" Cal.; 14' ht. min.	7	EA		
Sweet Bay Magnolia FG; Multi-trunk; 3" Cal.; 14' ht. min.	23	EA		
Shumard Oak FG; 3" Cal. 14' ht. min.	7	EA		
Pond Cypress FG; 3" Cal.; 14' ht. min.	25	EA		
SOD	175000	SF		
Park Pavilion ³	1	LS		
Stormwater				
Excavation ⁴	125000	CY		
Fill	4500	CY		
Type C Inlet	1	EA		
Type D Inlet	3	EA		
Raise Inlet Top	1	EA		
Type H Inlet (including apron)	1	EA		
Type J Manhole	2	EA		
18" RCP	226	LF		
24" RCP	115	LF		
30" RCP	100	LF		
36" RCP	94	LF		
42" RCP	117	LF		
18" MES	1	EA		
24" MES	2	EA		
30" MES	1	EA		
36" MES	1	EA		
42" MES	1	EA		
RIP RAP	100	TN		
Paved Ditch End Treatment	1	LS		
Concrete Overflow Swale	1	LS		
Roadway				
Concrete Driveway	312	SY		
Asphalt	555	TN		
Misc				
Mobilization	1	LS		
MOT	1	LS		
Utility Coordination	1	LS		
Bonds	1	LS		
Layout and Asbuilts	1	LS		
BASE BID TOTAL				

ALTERNATE BID ⁵

South Wall

Remove Trees	1	LS	_____	_____
Relocate Water Faucet	1	EA	_____	_____
Remove Existing Sandbag Berm	1	LS	_____	_____
Silt Fence	345	LF	_____	_____
Tree Protection	280	LF	_____	_____
Type C Inlet	1	EA	_____	_____
Sand Cement Bag Riprap Wall	1	LS	_____	_____

ALTERNATE BID TOTAL

TOTAL BID (BASE BID + ALTERNATE BID) ⁶

NOTES

- 1 Demolition shall include everything identified on sheet 5 of the construction drawings unless specifically listed in this bid form.
- 2 Relocate Shelter includes all costs to relocated all salvageable components of the existng shelter and demolish and remove all other components
- 3 Park Pavilion includes all costs associated with reconstructing the new shelter including foundation, electric, structure, and benches.
- 4 Contractor may dispose of excavated material at the solid waste facility located at 7550 Apalachee Parkway. This site may only be accessed during normal hours for disposal (8am - 5pm Monday thru Friday). If the contractor chooses to utilize this facility, they will be responsible for providing their own dozer and operator.
- 5 There is limited access to the south berm location. Vehicular access may be restricted.
- 6 Bid selection will be based on the "TOTAL BID" which includes the total cost to complete the base bid and the alternate bid items.