

ADDENDUM NO. 1

City of Mexico Beach
SALT CREEK CROSSING REPAIRS

NOTE: Per the Bid Form, please acknowledge receipt of all Addenda on the Bid Form and include Addenda with bid submittal.

Question: Pay item #12, "Final Foundation Design for Pre-Fab Structure by Manufacturer" shows a quantity of 1.0 LS. The description states that this is for design. Is the Contractor responsible for compensating the Manufacturer for design fees? What fees are covered by this item?

Response: This line item is the responsibility of the Contractor (to compensate the Manufacturer). This fee is to cover the cost of final foundation design to support the pre-fabricated concrete structure and will vary based on the pre-fab structure manufacturer selected for bid. Contractor must provide signed and sealed drawings for the foundation design to support the pre-fabricated structure from the manufacturer.

Question: Pay item #11 states that the 1.0 LS item includes footings. The plan pages indicate that the footing are pile supported, but only visually. In order to bid this project, we need the design for the foundation as well as the footing (pile size/type/length/NBR requirements/ class concrete/ rebar details, as well as temporary critical sheet pile design to allow installation of pile and construction of footing that appears to be below MHW).

Response: The footings for the pre-fabricated structure are the responsibility of the manufacturer. Please contact the manufacturer selected for bid directly for these parameters. The purpose of Line Item #12 is to cover the cost for signed and sealed drawings from the manufacturer for the footings described in Line Item #11.

Question: Will the bid deadline be extended?

Response: The bid will be extended to 2:00 p.m., March 25th, 2019.

Question: There is no unit price provided in the bid?

Please see Attachment 1 for revised bid form.

ATTACHMENT 1

REVISED BID FORM

BID FORM

SALT CREEK CROSSING REPAIR
PROJECT # 50109639

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to: **City of Mexico Beach City Hall Clerk’s Office
201 Paradise Path / P. O. Box 13425
Mexico Beach, FL 32410**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID PRICE
1	MOBILIZATION (10% OF BID MAX)	1	LS		
2	BONDS AND INSURANCE (2% OF BID MAX)	1	LS		
3	TESTING	1	LS		
4	RECORD DRAWINGS	1	LS		
5	GUARDRAIL	298	LF		
6	TYPE "F" CURB	40	LF		
7	EXCAVATION BORROW	2,271	CY		
8	EXCAVATION REGULAR	56	CY		
9	STEEL SHEET PILE WALL W/CONCRETE CAP	170	LF		
10	SOD	400	SY		
11	CONSPAN CONCRETE STRUCTURE OPEN BOTTOM (OR APPROVED EQUAL) INCLUDES HEADWALLS AND FOOTINGS	1	LS		
12	FINAL FOUNDATION DESIGN FOR PRE-FAB STRUCTURE BY MANUFACTURER	1	LS		
13	ARMOR FLEX ARMORING	155	SY		
14	DEMOLITION/DEBRIS REMOVAL	1	LS		
15	DEWATERING/TEMPORARY INFRASTRUCTURE FOR DEWATERING	1	LS		
16	MOT/STREET CLOSURE (INCLUDING SIGNS & BARRICADES)	1	LS		
17	WATER METER AND SERVICE	1	EA		
18	2" WATER MAIN (INCLUDING FITTINGS)	159	LF		
19	2" SEWER FORCE MAIN (INCLUDING FITTINGS)	112	LF		

20	MISC ASPHALT	180	SY		
21	SP 9.5 ASPHALT	51	TN		
22	OPT BASE GROUP 6	247	SY		
23	12" TYPE B STABILIZE	424	SY		
24	MILLING (1/2" AVERAGE)	230	SY		
25	SAWCUT, REMOVE, ASPHALT PATCH (INCLUDES DEMO, FILL, ETC.)	130	SY		
26	CLEARING & GRUBBING	1	LS		
27	EROSION CONTROL (BMPS)	1	LS		
28	CONTINGENCY ALLOWANCE* (See Note)	1	LS	\$100,000.00	\$100,000.00
TOTAL BASE BID PRICE					
BID ALTERNATE 1					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	BID PRICE
DEDUCTION					
29	MISC ASPHALT	180	SY		
30	GUARDRAIL	210	LF		
ADDITION					
31	ARMOR FLEX ARMORING	50	SY		
32	TYPE "F" CURB	240	LF		
33	SOD	113	SY		
TOTAL BASE BID WITH ALTERNATE 1					

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item and (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and final payment for all unit price Bid items will be based on actual quantities determined as provided in the Contract Documents.

*Note regarding Line Item 19 (Contingency Allowance): Contingency allowance may be used to cover additional scope of work (or changes) due to unforeseen field conditions or conflicts encountered during construction. Payments shall be made on actual invoices to Contractor and any scope of work to be

allowed under Contingency Allowance shall be submitted and approved through the Change Order process. Any unused balance for contingency allowance will be removed from project contract amount at substantial completion.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. This item has been intentionally left blank;
 - D. This item has been intentionally left blank;
 - E. Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids;
 - F. Contractor's License No.: _____;
 - G. This item has been intentionally left blank;
 - H. Copies of Addenda

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____

(where applicable)

ATTACHMENT 2

REVISED DAVIS BACON WAGE

General Decision Number: FL190158 01/04/2019 FL158

Superseded General Decision Number: FL20180201

State: Florida

Construction Type: Highway

County: Bay County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019

* SUFL2013-019 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 13.71	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 11.61	0.00
ELECTRICIAN.....	\$ 22.11	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 13.81	0.00

HIGHWAY/PARKING LOT STRIPING:		
Painter.....	\$ 12.13	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.24	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.51	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 10.91	0.00
LABORER: Common or General.....	\$ 10.16	0.00
LABORER: Flagger.....	\$ 10.25	0.00
LABORER: Grade Checker.....	\$ 10.83	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.81	0.00
LABORER: Pipelayer.....	\$ 11.70	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 13.13	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 14.07	0.00
OPERATOR: Broom/Sweeper.....	\$ 11.10	1.89
OPERATOR: Bulldozer.....	\$ 14.29	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Crane.....	\$ 21.23	0.00
OPERATOR: Curb Machine.....	\$ 19.21	0.00
OPERATOR: Distributor.....	\$ 14.54	0.00
OPERATOR: Drill.....	\$ 14.78	0.00
OPERATOR: Forklift.....	\$ 12.29	0.00
OPERATOR: Gradall.....	\$ 14.71	0.00
OPERATOR: Grader/Blade.....	\$ 16.50	0.00
OPERATOR: Loader.....	\$ 11.66	0.00
OPERATOR: Mechanic.....	\$ 15.84	0.00

OPERATOR: Milling Machine.....	\$ 13.29	1.92
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 12.43	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 17.02	0.00
OPERATOR: Roller.....	\$ 10.99	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 13.13	0.00
OPERATOR: Trencher.....	\$ 16.04	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 15.44	0.00
TRUCK DRIVER: Dump Truck.....	\$ 10.77	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.35	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.90	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO

is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION