

CITY OF VENICE
PROCUREMENT- FINANCE DEPARTMENT

401 W. VENICE AVE. - ROOM # 204
VENICE, FL. 34285
(941) 486-2626
FAX (941) 486-2790

ADDENDUM NO. 1

Date: September 5, 2013

To: All Prospective Proposers

Re: ITB# 2973-13: Valve Replacement Program- Phase 5

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

The following is to clarify and provide additional information requested during the pre-bid meeting held August 22, 2013 at 2:00 P.M., and questions submitted to date.

Summary:

1. **Jon Mayes, Procurement- Finance Department, started the meeting by reviewing the next important dates. Mr. Mayes stated that the bids are due September 13th at 2:00 p.m. at City Hall room #204 with the actual opening occurring in room #114, shortly after 2:00 p.m.**
2. **Mr. Mayes also stated that the last day for any additional questions was August 30th at 1:00 p.m.**
3. **Mr. Mayes pointed out specific sections of the bid documents under the “General Conditions and Instructions”. Page 2- Section 2- “Contact”- Mr. Mayes stated that from the meeting time forward, he is the only person firms are to contact for any questions and/or concerns about this bid. Page 4-Section 7- “Prices, Terms, Payment”- item 7.2- Mr. Mayes made it aware that the City has a credit card**

program in place and can chose to pay for items or projects with this card. And Page 5- Section 16- “Local Preference”- Mr. Mayes stated that firms should review this section- “local preference” will be used with this project.

4. Mr. Mayes also pointed out Page 12- “Insurance” and stated that “builder’s risk” insurance is also being asked.
5. Mr. Mayes pointed out Page 15- “Special Conditions” and stated that firms should review this section also.
6. Mr. Mayes reviewed the required forms that must be returned with each firm’s submittal. These required forms are listed on page 117 and start on page 118 of the bid document, through page 137. Mr. Mayes stated that even if a form does not pertain to said company- to still mark it with a “N/A” and return it with each submittal.
7. Mr. Mayes also stated that since the bid was issued out, the City’s Legal Department required an addition to the contract format. This new requirement is a clause for records keeping (section 7). Handouts of this new contract were available at the pre-bid meeting and are also attached to this addendum.

The only firm in attendance of the pre-bid meeting asked the following questions:

8. “Do the FDEP and U.S. EPA Construction Notices of Intent (NOI) forms apply and need to be submitted with their proposal?” **Response: The FDEP and U.S. EPA Construction Notices of Intent (NOI) forms shall not be submitted with the Contractor’s proposal.**
9. “Does the request for “builder’s risk” insurance apply to this project?” **Response: No, the request for “builder’s risk” insurance shall not be applied to this project.**
10. “The requested timeframe of 8:00 a.m. to 3:30 p.m. truly workable. Is the Utilities Department going to be on-site, in a timely manner, for shut downs and still give the firm adequate time for the required work?” **Response: See Section 01010 Part 1.03.B.4 of the contract documents.**
11. “On sheet “Area 1” is stating “649 customers without water”. Is this also asking for 600+ notices to be posted to each of these residents/businesses?” **Response: See Section 01010 Part 1.03.B.3 of the contract documents.**
12. “Is there the possibility of some form of sequencing available for what valves to do when?” **Response: See Section 01010 Part 1.03.B.1 of the contract documents. All subsequent distribution system shutdowns shall be determined by the Contractor.**

13. "On both Area sheets 1 and 2- it is noted that a "family dentist" is to have their water shut down twice?" **Response: Yes, the "family dentist" will be affected by more than one shutdown as indicated on both the Area 1 and Area 2 sheets within the contract documents. This customer shall be notified prior to each shutdown.**
14. "Is there a suggested test point to use?" **Response: See Section 01010 Part 1.03.E in the contract documents.**
15. "In the General Conditions & Instruction to Offerors"- Section 6.4 of: "Proposal Submission and Withdrawal"- are firms required to hold their prices for 180 days?" **Response: Yes.**
16. "Will The City of Venice clearly mark the broken valves to be removed/replaced for the purpose of bidding? (with reference marking on pavement edge and white X on top of valve box cover)" **Response: No, see Area 1 and Area 2 sheets within the contract documents for valve locations within the project.**
17. "The reference of the NDPES Permit is part of the contract documents. The parameters of this permit do not apply to a small fragmented project as the valve project. The permit is applicable when the project involves major earthwork/excavation and de-watering in (2) different levels as 5 acres or greater and 1 to 5 acres. Please advise." **Response: See Question 8 above.**
18. "A reference of builders risk insurance is listed in bid docs. This application of insurance involves vertical construction and stored materials. No vertical construction is involved and materials will not be stored on any of the sites. **Response: See Question 9 above.**
19. "As previous valve replacement projects, The City of Venice Utility Department will shut down the affected area. It is clearly stated of the (1) segment of valves to be replaced on a Thursday night. (between 10:00 pm & 5:00 am) Please advise if 10:00 pm will be when the segment of valves will be closed or will this be the commencement of the closure of live valves. If so please provide an estimate of time (1 hr, 2 hrs. etc.) so the contractor can bid the applicable crew and or crews that will be required for the segment." **Response: The segment of valves shall be closed by City of Venice personnel at 10:00 PM.**
20. "In reference to "Area #2", this will be performed between the hours of 8:00 am & 3:30 pm. As per the noted plat map, numerous valves will need to be closed for the removal/replacement of the noted 5 valves. Please provide an estimate of time (1 hr., 2 hrs.,etc.) to complete the closure for bidding purposes. **Response: See Question 10 above.**
21. "On "Area #1" the verbiage states 649 customers will be without water. Is this also asking for 600 + notices to be posted to each of these residents/businesses for every time water must be shut down? **Response: See Question 11 above.**

22. "Noted on both "Area #1 & #2" is a family dentist. Will this business be shut down for both areas?" **Response: See Question 13 above.**

23. "When is the anticipated award/commencement of this project?" **Response: Commencement shall start directly following the Notice to Proceed for this project, which will follow the September 13, 2013 bid submission deadline.**

Jon Mayes
Procurement Department

Acknowledgment is requested even if you have elected not to respond to this bid. A designated management representative of your firm can sign the receipt for this addendum. Please acknowledge receipt of this addendum immediately by fax to (941) 486- 2790 or mail to the above noted address, if a fax is not possible.

Receipt Acknowledged:

Signature

Company

Date:

CONTRACT

THIS CONTRACT, pursuant to City Council approval granted on _____, is made and entered into this _____ day of _____, 2013, by and between the CITY OF VENICE, FLORIDA, hereinafter referred to as the City, and _____, of the City of _____, County of _____, and State of _____, hereinafter referred to as the Contractor.

W I T N E S S E T H:

THAT FOR and in consideration of the mutual covenants and obligations hereafter set forth, the parties hereto agree as follows:

(1) The contract documents consist of this contract, standard general conditions, supplemental conditions, special conditions, technical specifications, drawings, bid proposal, payment and performance bonds, all of which are hereby made a part of this agreement.

(2) The Contractor shall perform all the work required by the contract documents for the following described project; and shall include installation of the listed items, per bid specifications:

City Bid # ITB# 2973-13: Valve Replacement Program- Phase 5

(3) The work to be performed under this contract shall be completed within _____ days of the issuance of the Notice To Proceed by the City.

(4) The City shall pay the Contractor for the performance of the work, subject to the terms and conditions of the contract documents and any written change orders, the contract sum of: _____ **Dollars & 00/100.**

(5) Time is of the essence in this contract. In the event that the work is not completed within the required time, then from the compensation otherwise to be paid to the Contractor, the City may retain the sum of **Seven-Hundred and Fifty-Eight Dollars (\$ 758.00) per day** for each calendar day that the work remains uncompleted beyond the time limit, which sum shall represent the actual damage which the City will have sustained per day by failure of the Contractor to complete the work within the required time, said sum not being a penalty but being the stipulated damages the City will have sustained in the event of such default by the Contractor.

(6) In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause. The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or

agreements with labor unions and/or workers' representatives, except subcontracts for standard commercial supplies or raw materials.

(7) Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service; by providing the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law; and by meeting all requirements for retaining public records and transferring, at no cost, to City all public records in possession of Contractor upon termination of this contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

(8) This contract and the contract documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This contract shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

(SEAL)

ATTEST:

CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

CITY CLERK

BY:_____

ATTEST:

CONTRACTOR

BY:_____

Signed by (typed or printed)

Signed by (typed or printed)

Approved as to Form and Correctness

David Persson, City Attorney

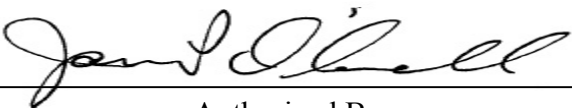
SARASOTA COUNTY PLANNING AND DEVELOPMENT SERVICES
RIGHT-OF-WAY USE PERMIT
PERMIT NO. 13 131635 00 BW

Applicant:	(CITY OF VENICE)		
Applicant Address:	3510 LAUREL RD E VENICE FL 34275		
Applicant Phone:	9414862788	24 Hr Emergency Phone:	(941) 486-2770
Project Type:	WATER & SEWER TIE-INS		
Work Location:	205 PARK BLVD S		
Reference File:			
Process:	RIGHT OF WAY REVIEW	Process Status:	APPROVED
Description:	REPLACEMENT OF (2) BROKEN GATE VALVES AT 205 PARK BV S(VALVE# C00-0302) & 229 HARBOR DR (VALVE# S01-0335)		
Conditions:	NO SPECIAL PROVISION STIPULATIONS		

Subject to the Sarasota County Land Development Regulations and the General Provisions noted hereof, which have been carefully read and understood to form a part of this permit, and any Special Provision stipulations:

1. Land Development Services MUST be notified at least 24 hours prior to commencement of construction operations. Fax notification to North County (941) 861-6431 or South County (941) 861-3282, as applicable.
- Inspector: Charlie Richison Phone Number: 941-650-2635**
2. All construction and restoration must meet those requirements determined applicable by Sarasota County before work will be deemed complete and before applicant will be released from said responsibility or posted bond returned.
3. The applicant declares that all existing aerial and underground utilities have been located and the appropriate utilities notified of the proposed work.
4. All required sketches, plans and cross-sections covering details of this work shall be attached to and become a part of this permit. Any changes made to the drawings or stipulations made thereon must be approved and shall become part of the permit. A copy of all required sketches, plans, cross-sections and any subsequent changes to these must be retained at the job site and an additional copy filed with Land Development Services.
5. Prior to construction the applicant receiving the permit shall make all necessary provisions for the accomodation and convenience of traffic and shall take safety measures, including the placing and display of caution signs and signals as required by the Manual on Uniform Traffic Control Devices for Streets and Highways. The applicant shall further prevent obstructions or conditions, which are or may become dangerous to the traveling public. The authority to close off a street or an easement in its entirety rests entirely with the County Engineer.
6. Fire hydrants shall be left accessible at all times.
7. All pavement repairs shall be effected under the direct supervision of Land Development Services.
8. Existing utility services shall not be disrupted without the specific authority of the concerned utility and public notification by newspapers or the airways that said disruption shall occur. Repairs determined to be of an emergency nature are not subject to the notification procedure.
9. The flow of stormwater within drainage facilities shall remain unimpeded. Adequate measures will be taken to prevent pollution in the area from run-off, and pollution of the air from dust, during the course of construction and restoration.
10. Any public or private property which is used or affected by permitted work shall be repaired and reconstructed, maintained and preserved from damage during the operation, and restored to its original condition upon completion or cessation of work.
11. Any damage to sidewalk, driveway, curbs or other public or private property in the right-of-way as a result of utility work shall be repaired within 45-days of identification of the damage, or be subject to work stoppage. Should the utility be unresponsive to the work stoppage after the 45 day window, the county has the right to pursue efforts to exercise the bond.
12. It is expressly stipulated that any permit issued is a license for permissive use only and that the placing of facilities upon public property pursuant to the issuance of a permit shall not operate or create or to vest any property rights in a permit holder and that said holder may be required to make, at their own expense, any changes, alterations or replacement as necessitated by changed conditions.
13. All suits, actions or claims of whatever nature, which may arise, occasioned whether directly or indirectly by the work permitted or the special privileges granted hereunder, shall be assumed by the applicant. The Board of County Commissioners and all its officers, agents and employees shall be indemnified and held harmless.
14. Land Development Services reserves the right to revoke any permit issued without other formality than notifying the applicant to this effect.
15. NOTICE: This Right of Way Use Permit will become invalid on the expiration date. If an extension is necessary, the request, along with a check in the amount of \$100.00 must be submitted 10 days prior to the expiration date or this permit will become invalid and a Stop Work Order may be placed on the project. If a Stop Work Order is issued, a fee in the amount of \$300.00 will be required to have it removed.

Date of Issuance: 08/30/2013
Expiration Date: 08/30/2014
Final Inspection Date: _____
By Inspector: _____


Authorized By