

00900 ADDENDA

ADDENDUM No. 1 – May 17th, 2016

BID NO. IFB 16-106, FINANCE PROJECT No. WT 1611

REVERSE OSMOSIS WATER TREATMENT PLANT ACID DILUTION SYSTEM

Each recipient of this Addendum No. 1 to the Invitation for Bid (IFB) who responds to the IFB acknowledges all of the provisions set forth in the IFB and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and clarification and become part of the above referenced IFB.

The following is a list of the items discussed during the pre-bid meeting on May 10th, 2016 at the WT Plant and Questions submitted via email:

1. **Question:** Pertaining to Florida Statute 218.80 “Public Bid Disclosure Act,” please provide the permits and fees required for this project. We understand the Building Department is 3% of the contract as per 01065-1, part 1, A. Are there any other permits the GC will have to obtain? We request the Building Department fee be provided in an allowance.

Answer: The City of Lake Worth Building Department Permit will not be required for the Reverse Osmosis Water Treatment Plant Acid Dilution project and reflected on the revised Sections 00300 Bid Forms and 01065 Permit and Fee (attached).

2. **Question:** 00500 Agreement, Article 3.1 Contract Time calls for contract durations of 130/160. 00300-3 Bid Forms calls for construction duration of 90/120. Please confirm the contract durations for this project.

Answer: The contract duration was revised as follows:

- Section 00500 Agreement, Article 3.1 Contract Time: **Delete** “130” for substantial completion and **Add** “200”, and **Delete** “160” for final completion and **Add** “230”.
- Section 00300-3 Bid Forms Item 7: **Delete** “130” for substantial completion and **Add** “200”, and **Delete** “160” for final completion and **Add** “230”.

3. **Question:** Regarding question 2, please revisit the duration of this project in terms of the procurement of the equipment lead times.

Answer: See response to question 2.

4. **Question:** Reference (00800) SC-13.3, tests and Inspections. Does this mean the Owner will pay for all testing? 01000-3, 1.04, B states the costs will be by the GC.

Answer: There is only Bacteriological testing of the raw water pipe after installation of the new stainless steel pipe and static mixer and pressure testing of the Halar and PVC piping in this project. To clarify any confusion regarding testing costs the General Contractor will be responsible for these costs.

5. **Question:** What is the Engineering estimate for this job?

Answer: \$180,000

6. **Question:** Can a "Victaulic" type connection be used on the small stainless steel 20 inch spool piece.

Answer: Yes, however the contractor needs to coordinate with the static mixer supplier to make sure that the upstream end of the mixer is a "Victaulic" type connection and the downstream end is a flange connection. Also need to coordinate the connections on the 3 foot stainless steel spool piece. The Victaulic's need to be stainless steel.

7. **Question:** Clearing raw water pipeline procedure.

Answer: See section 15050 paragraph 3.07 Disinfection Procedures When Cutting Into or Repairing Existing Mains. Also because the raw water piping feeds the Reverse Osmosis units all chlorine needs to be flushed out before the line is put back into service.

The following changes/clarifications are hereby incorporated into the bid documents/project specifications as follows:

REVISION TO SPECIFICATIONS

1. REPLACE Division 0 – Section 00300 Bid Forms, pages 00300-1 to 00300-12 with Section 00300 Bid Forms, pages 00300-1 to 00300-12 ATTACHED.
2. REPLACE Division 0 - Section 00500 Agreement, page 00500-1 and with Section 00500 Agreement, page 00500-1 ATTACHED.
3. REPLACE Division 1 - Section 01065 Permits and Fee, page 01065-1 with Section 01065 Permits and Fee, page 01065-1 ATTACHED.

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This Addendum forms an integral part of the IFB documents and therefore must be executed and submitted with you proposal.

Issued By: City of Lake Worth
Finance Office
May 17th, 2016

Signed By: 
Purchasing Agent

PROPOSER/Company

Company Name: _____

Signed By: _____ Print Name: _____

Title: _____

Date: _____

BID FORM MUST BE SUBMITTED IN DUPLICATE

BIDDER: _____

PROJECT: Reverse Osmosis Water Treatment Plant
Acid Dilution System

DATE: _____

(Bid Submitted on)

**00300
BID FORMS**

THIS BID IS SUBMITTED TO:

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 14 days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Addenda	Date
_____	_____
_____	_____
_____	_____

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Division I: General Requirements as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in Division 1: General Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides on the Unit Price Schedule (Page 00300-5).

5. BIDDER declares it understands that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.

6. The BIDDER further declares it understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.

7. BIDDER agrees that the Work:

Will be substantially complete within 200 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment within 230 calendar days after the date when the Contract Time commences to run.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

- (a) Required Bid Security in the form of _____
- (b) Unit Price Schedule on Page(s) 00300-5
- (c) Trench Safety Affidavit on Page(s) 00300-6
- (d) Schedule of Subcontractors Page(s) 00300-7
- (e) Schedule of Suppliers, Equipment and Materials Page(s) 00300-8
- (f) Sworn Statements Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes on Page(s) 00300-9 to 00300-10
- (g) Certification of Drug Free Workplace Program Page 00300-11
- (h) List other documents as pertinent

9. Communications concerning this Bid shall be telephoned or addressed to: The phone number and address of BIDDER indicated below.

10. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

11. BIDDER's Florida Contractor's License No. _____

12. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER's qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

(Signature)
Doing business as _____

Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner) (Signature)
Doing business as _____

Business address: _____

Phone No.: _____

A Corporation

By _____ (SEAL)
(Corporation Name)

(State of Corporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Signature)

(Corporate Seal)

Attest _____
(Secretary)

(Signature)
Business address: _____

Phone No.: _____

SCHEDULE OF VALUES
CITY OF LAKE WORTH Reverse Osmosis Water Treatment Plant Acid Dilution System
PROJECT

In accordance with the specifications and Scope of Work included with this bid, following is the recommended unit prices in order to evaluate the total bid as submitted with your proposal. These prices are intended to equal the total base bid as submitted. These prices are used as a tool for the evaluation of the bid(s).

Item No	Description	Estimated Quantity	Units	Unit Cost	Value
GENERAL REQUIREMENTS					
1	Mobilization	1	LS		
2	Bonds and Insurance	1	LS		
3	Record Drawings	1	LS		
4	Contingency allowance (if required)	1	LS	\$5,000	\$5,000
SUBTOTAL GENERAL CONDITIONS:					
WATER UTILITIES					
1	Remove existing 20 inch stainless steel pipe and furnish new 20 inch spool pieces and restore Masonry wall	1	LS		
2	Furnish and install stainless steel 20 inch in line static mixer and injection quill and related Halar piping, valves and appurtenances	1	LS		
3	Furnish and install raw water booster pumps, piping, valves, electrical and appurtenances	1	LS		
4	Furnish and install Acid dilution system and related PVC and Halar piping, valves, and appurtenances	1	LS		
5	Provide startup and training of acid dilution system	1	LS		
GRAND TOTAL CONSTRUCTION COSTS:					

PROJECT No. _____

TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON- RESPONSIVE)

_____(NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

Schedule Item	Trench Safety Measure (Slope, Trench Shield etc.)	Cost
Total		\$

(Signature) (Date)

STATE OF _____

COUNTY OF _____

Subscribed and Sworn to (or affirmed) before me on _____ (date) by

_____(Name) He/she is personally known to me or has presented _____ (type of identification) as identification.

Notary Public Signature and Seal

Print Notary Name and Commission No.

SCHEDULE OF SUBCONTRACTORS

List Proposed Subcontractors

Category of Work

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE OF EQUIPMENT AND MATERIALS

Description	Manufacturer	Model
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

By _____

For _____

Whose business address is _____

And (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value, under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, director, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by tile Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) (date)

STATE OF _____

COUNTY OF _____

Subscribed and Sworn to (or affirmed) before me on _____ (date) by

_____ (name) He/she is personally known to me or has presented _____ (type of identification) as identification.

Notary Public Signature and Seal

Print Notary Name and Commission No.

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of _____ maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying that actions will be taken against employees for violations of such prohibitions.
2. We inform employees about the dangers of drug abuse in the workplace, the company's policy of maintaining a drug-free workplace, any available drug counseling rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection one (1).
4. In the statement specified subsection one (1) we notify the employee that; a condition of working in the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty nolo contendere to any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the requirements.

Contractor's Signature

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00500
AGREEMENT

THIS AGREEMENT is dated and will be effective on the ____day of ____ in the year 20__, by and between the City of Lake Worth (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Removing some 20 inch stainless steel pipe, fabrication of 20 inch stainless steel pipe spool pieces and restoration of a masonry wall.
- Fabrication and installation of a new 20 inch in line stainless steel static mixer
- Fabrication and installation of a Sulfuric acid dilution system
- Installation of raw water booster pumps; piping, valves and appurtenances and
- Installation of Halar piping, valves, and appurtenances;
- Bacteriological testing of the raw water main

ARTICLE 2. ENGINEER

The Project has been designed by URS Corporation Southern 7800 Congress Avenue, Suite 200, Boca Raton, Florida 33487, who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Work will be substantially completed within **_200_ calendar days** from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 14.13 of the General Conditions within **_230_ calendar days** from the date when the Contract Time commences to run.
- 3.2 All time limits for Milestones, if any, Substantial Completion and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 3.3 **LIQUIDATED DAMAGES:** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof,

SECTION 01065 - PERMITS AND FEES

PART 1 – GENERAL

- A. The Contractor shall obtain licenses related to its work.
- B. City of Lake Worth Building Permit will not be required for the Reverse Osmosis Water Treatment Plant Acid Dilution System Project.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION