



TOWN OF WINDERMERE
P.O. DRAWER 669
WINDERMERE, FLORIDA 34786
PHONE: (407) 876-2563
FAX: (407) 876-0103

ADDENDUM NO. 1

BID NO. 2013-07 – TOWN HALL LANDSCAPE AND HARDSCAPE IMPROVEMENTS

October 2, 2013

To All Bidders:

This Addendum becomes hereby an integral part of the bid package under consideration by you as a respondent. The Town of Windermere deems all sealed bids to have been proffered in recognition of the entire bid package, including all issued Addenda.

This Addendum is being sent to any Vendor via fax or e-mail if so requested. Should you have any questions pertaining to this Addendum, please contact David Grimm, Town of Windermere at (407) 876-2563, Ext. 25 or by e-mail at dgrimm@town.windermere.fl.us; or Michael Galura, P.E. at (407) 493-9983 or by e-mail at: mchgalu@aol.com.

ADDENDUM MESSAGE

The following clarifications and/or changes become hereby a part of this bid and shall be included in the Contractor's Bid Prices:

Revised Bid Form and Bid Schedule. The Town has amended the bid form and bid schedule to include additional striping for the Town Hall/Library parking lot. The attached revised Bid Form and Bid Schedule supersedes that previously issued in the Bid Documents.

Issued By: *Michael B. Galura*

Michael B. Galura, P.E.
Michael Galura Engineering Consultants

DATE SUBMITTED: _____

NAME OF BIDDER: _____

SECTION 00400

BID FORM

SUBMITTED: _____
(Date)

PROJECT IDENTIFICATION: **TOWN OF WINDERMERE
ORANGE COUNTY, FLORIDA
BID #2013-07
TOWN HALL LANDSCAPE AND HARDSCAPE IMPROVEMENTS**

NAME OF BIDDER: _____

BUSINESS ADDRESS: _____ PHONE NO.: _____

CONTRACTOR'S FLORIDA LICENSE NO.: _____

THIS BID IS SUBMITTED TO: Town of Windermere, Orange County, Florida (hereinafter called Owner).

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 Form and the Agreement, and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Bidding Documents including without limitation those dealing with the disposition of Bid Bond. This Bid will remain open for ninety (90) calendar days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of OWNER'S Notice of Intent to Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and the Agreement and further warrants and represents that:
 - A. Bidder has examined copies of all the Bidding Documents and of the following Addenda:

No. <u>1</u> Dated <u>10/2/13</u>	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____

(Receipt of all which is hereby acknowledged) and also copies of the Invitation to Bid and the Instructions to Bidders.
 - 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 the Work.
 - C. BIDDER has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating

DATE SUBMITTED: _____

NAME OF BIDDER: _____

to existing surface of subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. BIDDER accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which BIDDER is entitled to rely as provided in paragraph 4.2 of the General Conditions. BIDDER acknowledges that such reports and drawings are not Contract Documents and may not be complete for BIDDER's purposes. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site.

- D. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- E. BIDDER is aware of the general nature of Work to be performed by OWNER and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- F. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- 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 farce 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.
- I. BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete all work of the PROJECT within the Contract Time specified in the Agreement (Section 00520). BIDDER further accepts the provisions of the Agreement as to liquidated damages and agrees to pay as liquidated damages the amount stated in the Agreement (Section 00520), for each consecutive calendar day completion of the Work is delayed.

DATE SUBMITTED: _____

NAME OF BIDDER: _____

Completion Schedule:

- 2) The Project shall be substantially complete as follows:
Sixty (60) consecutive calendar days from the official Notice to Proceed.
- 3) The remainder of the Project shall be finally complete (Completed and Ready for Final Payment) in:
Ninety (90) calendar days from the official Notice to Proceed.
4. All bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents. Bidder submits the following **TOTAL BID OR TOTAL BASE BID** to perform all the Work as required by the Drawings and Specifications.
5. In accordance with Article 17 of the Instructions to Bidders, if the Contract is to be awarded, it will be awarded on the basis of the lowest "Total Base Bid" after adjustments for additive or deductive alternates. Additive or deductive alternates (if any) will be considered in determining the lowest responsive, responsible Bidder. The Owner reserves the right to accept any or all additive or deductive alternates, in his sole discretion, prior to the award of the Contract. The Owner also reserves the right to delete any portion of the Work as shown in the bid schedule prior to award and adjust each bidder's "Total Bid" accordingly.
6. The following documents are attached to and made a condition of this Bid:
 - A. Bid Form (Sections 00400, 00400A, 00401, and 00401A).
 - B. Bid Bond (surety bond or cashier's check). (Section 00430). (Original and one (1) copy).
 - C. Power of Attorney (for surety bond only).
 - D. Non-collusion Affidavit (Bidding Documents) (Section 00450).
 - E. Certification of Non-segregated Facilities (Section 00451).
 - F. Sworn Statement on Public Entity Crimes (Section 00452).
 - G. Certification of Non-discriminatory Labor Practices (Section 00453).
 - H. Corporate Authority to Execute Documents (any corporate employee other than president or vice-president) (Section 00501).

DATE SUBMITTED: _____

NAME OF BIDDER: _____

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DATE SUBMITTED: _____

NAME OF BIDDER: _____

SCHEDULE OF BID ITEMS

**TOWN OF WINDERMERE
ORANGE COUNTY, FLORIDA**

BID NO. 2013-07 (Addendum No. 1)

• TOWN HALL LANDSCAPE AND HARDSCAPE IMPROVEMENTS

Base Bid Item No.	Description	Estimated Quantity	Unit	Unit Price (in Words)	Unit Price (in Numbers)	Extended Summary Total Price (in Numbers)
1.	Mobilization/Demobilization (5% of Items Below)	1	LS			
2.	Survey and Layout	1	LS			
3.	Clearing and Grubbing	1	LS			
4.	Excavation, Embankment and Grading	1	LS			
5.	Removal of Existing Concrete Sidewalk	13	SY			
6.	Concrete Curb, Type D	135	LF			
7.	Sidewalk, Concrete, 4" Thick	30	SY			
8.	Pedestrian Brick Pavers	165	SF			
9	Pedestrian Concrete Unit Pavers	1,850	SF			

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ORANGE COUNTY, FLORIDA**

BID NO. 2013-07 (Addendum No. 1)

TOWN HALL LANDSCAPE AND HARDSCAPE IMPROVEMENTS

Base Bid Item No.	Description	Estimated Quantity	Unit	Unit Price (in Words)	Unit Price (in Numbers)	Extended Summary Total Price (in Numbers)
10.	Relocate Existing Sign (Single Post)	1	EA			
11.	Concrete, Class I (Miscellaneous)	2	CY			
12.	Thermoplastic, Standard, White, Solid, 6"	565	LF			
13.	Thermoplastic, Standard, Blue, Solid, 6"	54	LF			
14.	Thermoplastic, Standard, White, Accessible Parking Pavement Symbol	2	EA			
15.	Landscaping, Pine Straw	3,200	SF			

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SCHEDULE OF BID ITEMS

**TOWN OF WINDERMERE
ORANGE COUNTY, FLORIDA**

BID NO. 2013-07 (Addendum No. 1)

TOWN HALL LANDSCAPE AND HARDSCAPE IMPROVEMENTS

SUB-TOTAL BASE BID AND TOTAL BASE BID COMPUTATION

SUB-TOTAL BASE BID (Town Hall Landscape and Hardscape Improvements) Items 1. Through 15.)	\$		
		(Figures)	(Words)
TOTAL BASE BID	\$		
		(Figures)	(Words)

DATE SUBMITTED: _____

NAME OF BIDDER: _____

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DATE SUBMITTED: _____

NAME OF BIDDER: _____

7. The terms used in this Bid, which are defined in the General Conditions or Instructions of the Construction Contract, included as part of the Contract Documents have the meanings assigned to them in the General Conditions or Instructions.
8. The work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.
9. It is understood that where quantities for unit price work have been presented in the foregoing Schedule of Bid Items, they are approximate only and are solely for purpose of facilitating the comparison of bids, and that the Contractor's compensation will be computed upon the basis as described in the measurement and payment clauses in the specifications contained herein.
10. **BASE BID - SCHEDULE OF MANUFACTURERS/SUPPLIERS**

The undersigned as Bidder agrees that the Contract, if awarded, will be on the basis of the materials and equipment named in the Contract Documents in accordance with Article 9 of the Instructions to Bidders. The undersigned as Bidder also agrees that the Bidder will provide one of the listed manufacturers/suppliers. If the Bidder desires to propose an alternate manufacturer/supplier, he may write in the name of such alternate in the substitution list included within this Bid Form. If the proposed alternate manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must furnish the specified equipment.

11. **SUBSTITUTIONS AND "OR EQUAL"**

The undersigned as Bidder agrees that substitutions or "or-equal" items will not be considered until after the "Effective Date of the Agreement" and will be evaluated in accordance with paragraphs 6.7.1, 6.7.2, and 6.7.3 of the General Conditions. In addition to the reimbursement required under the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers, caused by the acceptance of proposed alternates, such as; additional field trips for the Engineer, additional redesign costs, and additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed alternates, such as; increased electrical requirements, larger building, additional pumps or tankage, etc., shall be borne by others and not the Owner. The Owner may request, and the undersigned Bidder shall supply, complete information on proposed substitutions. Such information shall be the manufacturer's current published or preprinted information for the specific substitution.

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DATE SUBMITTED: _____

NAME OF BIDDER: _____

Instructions: Strike out (X) non-applicable signature block and complete applicable block.
(ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED
BELOW THEIR SIGNATURES.)

If Bidder is:

SOLE PROPRIETORSHIP

_____(SEAL)
(Individual's Signature)

_____(Individual's Name)

doing business as _____

Business Address: _____

Phone No.: _____

Florida License No.: _____

A PARTNERSHIP

_____(SEAL)
(Partnership Name)

_____(General Partner's Signature)

_____(General Partner's Name)

Business Address: _____

Phone No.: _____

Florida License No.: _____

DATE SUBMITTED: _____

NAME OF BIDDER: _____

Instructions: Strike out (X) non-applicable signature block and complete applicable block.
(ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED
BELOW THEIR SIGNATURES.)

If Bidder is:

A CORPORATION

(Corporation Name)

(State of Incorporation)

By _____
(Name of person authorized to sign)

(Title)

(Authorized Signature)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone No.: _____

Corporation President: _____

Florida License No.: _____

DATE SUBMITTED: _____

NAME OF BIDDER: _____

Instructions: Strike out (X) non-applicable signature block and complete applicable block.
(ALL SIGNATORIES MUST HAVE THEIR NAMES PRINTED OR TYPED
BELOW THEIR SIGNATURES.)

If Bidder is:

A JOINT VENTURE

By _____
(Name)

(Address)

By _____
(Name)

(Address)

Business Address: _____

Phone No.: _____

Florida License No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Florida License No.: _____

DATE SUBMITTED: _____

NAME OF BIDDER: _____

12. As BIDDER, I hereby certify that I am aware and understand that the Town of Windermere at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all Bids, and/or to accept that Bid which is in the best interest of the Town. The Award of this Bid, if made, may be based on considerations other than total cost, and may be awarded based on various considerations, including but not limited to: BIDDER experience and/or qualifications, and whether the Bid, in the judgment of the Town, is the most responsive to Town needs.

13. List the following in connection with the Surety which is providing the Bid Bond:

Surety's Name: _____

Surety's Address: _____

Name and address of Surety's resident agent for service of process in Florida:

END OF SECTION