



Financial Management Department
Purchasing Division

1112 Manatee Avenue West, Ste 803

Bradenton, FL 34205

August 11, 2015

TO: All Interested Bidders

SUBJECT: Invitation for Bid# 15-2089-DS
Spanish Park Lift Station & Force Main Replacement

ADDENDUM #3

Bidders are hereby notified that this Addendum shall be acknowledged on page Bid Form-1 of the Bid Form and made a part of the above named bidding and contract documents. Bids submitted without acknowledgement of the Addendum will be considered incomplete.

The following items are issued to add to, modify, and clarify the bid and contract documents. These items shall have the same force and effect as the original bidding and contract documents, and cost involved shall be included in the bid prices. Bids to be submitted on the specific bid date, shall conform to the additions and revisions listed herein.

The deadline for clarification of questions was **July 29, 2015 at 3:00 pm.** This deadline had been established to maintain fair treatment of all potential bidders. Questions received after this date and time shall not be considered.

Question # 1 Reference plan sheet 5 of 10, what is the inside diameter of the existing wetwell?

Response # 1 On Sheet 5 in the upper middle area of the plan sheet, the table indicates the wet well inside diameter is 6-foot.

Question # 2 Reference plan sheet 5 of 10, what is the diameter of the new wetwell top slab?

Response # 2 The overall diameter of the round wet well should be to the outer edges of the wet well walls, i.e. 6-foot plus 1.5-feet (8-inch walls). The width of the above-ground valve assembly slab is determined by the overall wet well top diameter. The length is the distance from the edge of the wet well to the ductile iron force main plus 4 to 6 feet. The two are separate from each other.

Question # 3 Reference plan sheet 5 of 10, what are the dimensions of the new concrete slab pad for the discharge pipe and fittings?

Response # 3 See answer to 2 above.

- Question # 4** Reference plan sheet 5 of 10, with regard to the telemetry, will the new control panel have the TAC-PAC installed in it?
- Response # 4** No. We no longer install TAC-PACs. A DFS-TCU (Data Flow Systems – Telemetry Control Unit) should be part of the panel package from the supplier.
- Question # 5** Reference plan sheet 5 of 10, if the TAC-PAC equipment is in the new control panel, is there any additional work that would have to be performed by our electrician to accommodate this design that a bid item has not been provided for?
- Response # 5** Contractors are required to run all power and control cables to the control panel and hookup the incoming power. The County will connect all power and control cables coming from the wet well once the contractor is ready to bring the station online.
- Question # 6** Reference plan sheet 5 of 10, will the telemetry antenna be relocated? If so, is there any need for the technicians from Data Flow Systems to be involved?
- Response # 6** The antenna is not being relocated.
- Question # 7** Reference specifications, bid form, and please correct the cut off for the Total Base Bid as was discussed at the pre-bid meeting.
- Response # 7:** The Bid Form attached to Addendum # 3 supersedes all other Bid Forms issued for this solicitation and must be used in submission of your bid in response to this Invitation for Bid. The bid forms have been made interactive as requested.
- Question # 8** Reference specifications Section 'D', INSURANCE AND BONDING REQUIREMENTS, is a Builder's Risk insurance policy really necessary for a job like this?
- Response # 8** Section D (Insurance and Bonding Requirements) have been amended. Please discard the previously submitted Section D and replace with the provided document.
- Question # 9** Reference specifications Section 01010, SUMMARY OF WORK, par. 1.01-A-3, please provide plan and profile view of the next two (2) downstream manholes that are to be lined.

- Response # 9** Plan and profiles are not necessary to document an existing manhole(s) to be lined. In regards to their locations and existing dimensions; the first downstream manhole is located at the intersection 60th St W and 8th Ave Dr W on the north side of the ROW and is approx. 9.5 feet deep. The second downstream manhole is located at the intersection of 8th Ave Dr W and 59th St W in the northwest portion of the roadway and is approx. 12.5 feet deep. Both manholes are 4-foot inside diameter manholes.
- Question # 10** Reference specifications Section 01030, SPECIAL PROJECT PROCEDURES, page 23/185, par. 1.13, WARRANTIES, sub-par. 'A', will the County require the Contractor to submit a Warranty Bond for the additional two (2) years to be warranted beyond the one (1) year warranty that is standard with the Performance and Payment Bond?
- Response # 10** The Performance and Payment Bond follows the contract. Standard three (3) warranty, except manhole rehab and liner is a five (5) year warranty.
- Question # 11** Reference specifications Section 01150, MEASUREMENT AND PAYMENT, page 34/185 and page 39/185, Bid Items No. 10 and 30, FITTINGS, the second paragraph tells us the fittings are as listed on the bid form, the bid form does not list individual fittings as this paragraph indicates, please review.
- Response # 11** The specification and bid form list the ductile iron fittings by a weight and type. Weight in pounds and type meaning type of material. The only fittings listed in the bid form are ductile iron fittings. 4" DI fittings at the lift station and 6" DI fittings in the force main. Both Bid Items account for all anticipated fitting by weight.
- Question # 12** Reference specifications Section 01150, MEASUREMENT AND PAYMENT, page 41/185, Bid Item 40, third paragraph, will the backflow preventer assembly have to be recertified after relocation has been performed?
- Response # 12** No, just relocated.
- Question # 13** Reference specifications Section 02513, ASPHALT CONCRETE PAVING, page 111/185, par. 2.01-A, there is no reference to crushed concrete base material in this specification, but Detail UG-12 on plan sheet 6 of 10 allows crushed concrete, will crushed concrete base material be allowed?
- Response # 13** Yes. Its use is mentioned in Section 02575, PAVEMENT REPAIR AND RESTORATION. 8-inch crushed concrete base with a LBR of 150 or greater may be used. If the LBR is less than 150 and greater than 100, the base thickness must be increased to 10-inches. Anything under a LBR of 100 will not be accepted.

- Question # 14** Reference specifications Section 02619, HORIZONTAL DIRECTIONAL DRILLING, page 135/185, par. 3.09, MANDREL DEFLECTION TESTING PROCESS, what happened to pressure testing?
- Response # 14** Pressure testing is still required. Mandrel testing has been added as an alternative to having a break-away swivel and/or data logger of the pullback force during pipe installation. The mandrel demonstrates that no "necking" has occurred.
- Question # 15** Reference specifications Section 02619, HORIZONTAL DIRECTIONAL DRILLING, page 136-185, par. 3.10, TELEVISION INSPECTION TESTING PROCESS, here again, why do we need to televise and laser profile this pipe and not just pressure test it?
- Response # 15** Pressure testing is still required. Television Inspection Testing has also been added as an alternative to having a break-away swivel and/or data logger of the pullback force during pipe installation. The television inspection and laser profiling demonstrates that no "necking" has occurred.
- Question # 16** Reference specifications Section 02627, SANITARY SEWER MANHOLE REHABILITATION, page 148/185, par. 1.08, WARRANTY, sub-par. 'A', this paragraph requires a five (5) year warranty period for this scope of work, what will the County be looking for from the Contractor as a guarantee to comply with this requirement?
- Response # 16** A Final Reconciliation, Warranty Period Declaration and Contractor's Affidavit must be executed. The Contractor's affidavit is a three (3) year warranty for workmanship of the entire project. The five (5) year warranty is for the liner being installed in the manhole.
- Question # 17** Referencing page B-1 Section B.01 Scope of Work paragraph 3 states "Rehabilitate and/or line the receiving manhole and the two downstream manholes, 3 total" in the specifications. The sheet 3 shows one manhole on 11th Ave. W. and sheet 4 shows a second manhole to be rehabilitated. Please clarify on where the two downstream manholes are located.
- Response # 17:** The first downstream manhole is located at the intersection 60th St W and 8th Ave Dr W on the north side of the ROW and is approx. 9.5 feet deep. The second downstream manhole is located at the intersection of 8th Ave Dr W and 59th St W in the northwest portion of the roadway and is approx. 12.5 feet deep. Both manholes are 4-foot inside diameter manholes.
- Question # 18** Referencing On plan sheet 5 of 10 it shows the wetwell piping to be 4", where exactly will the force main piping increase to 6"?

Response # 18 The 6-inch force main will start just after the new force main valve adjacent to the above-ground valve assembly.

Question # 19 Drawing Sheet 3 of the Bid Documents shows an 82 LF Directional Drill on the Plan View from Station 11+26.3' however on the Section View it is calling out the same line to be Direct Bury. Please clarify if the line is to be Directional Drilled or Direct Bury.

Response # 19 The Open Cut sections of PVC Pipe on Sheet 3 are shown to include both HDPE DR-11 as well as PVC DR-18. Is this correct or are we to utilize all DR-11?

The deadline for submitting sealed Bids at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 has been extended to **August 21, 2015 at 3:00 PM.**

END OF ADDENDUM # 3

Sincerely,



8/11/2015

Melissa M. Wendel, CPPO
Purchasing Official
/ds (attachments—bid forms, insurance certificate)

SECTION D
Addendum # 3
INSURANCE AND BONDING REQUIREMENTS

The successful bidder will not commence Work under the resulting Agreement until all insurance under this section, and such insurance coverage as might be required by Owner, has been obtained. The successful bidder shall obtain, and submit to the Purchasing Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

Insurance / Bond Type	Required Limits						
1. <input checked="" type="checkbox"/> Automobile Liability:	Bodily Injury and Property Damage, Owned/Non-Owned/Hired; Automobile included \$ <u>1,000,000</u> each occurrence \$2,000,000 aggregate <i>This policy shall contain severability of interests' provisions.</i>						
2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form)	Bodily Injury and Property Damage \$ <u>1,000,000</u> single limit per occurrence; \$ <u>2,000,000</u> aggregate This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability. <i>This policy shall contain severability of interests' provisions.</i>						
3. <input checked="" type="checkbox"/> Employer's Liability:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">Employers' Liability/Accident per occurrence</td> <td style="width: 30%;">\$100,000</td> </tr> <tr> <td>Disease Policy Limit Aggregate</td> <td>\$500,000</td> </tr> <tr> <td>Disease Each Employee per occurrence</td> <td>\$100,000</td> </tr> </table>	Employers' Liability/Accident per occurrence	\$100,000	Disease Policy Limit Aggregate	\$500,000	Disease Each Employee per occurrence	\$100,000
Employers' Liability/Accident per occurrence	\$100,000						
Disease Policy Limit Aggregate	\$500,000						
Disease Each Employee per occurrence	\$100,000						
4. <input checked="" type="checkbox"/> Worker's Compensation:	Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements						
5. <input checked="" type="checkbox"/> Other Insurance, as noted:	a. <input type="checkbox"/> Aircraft Liability \$ _____ per occurrence Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement. b. <input checked="" type="checkbox"/> Installation Floater \$ _____ If the resulting Agreement does not include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, successful bidder shall provide an " Installation Floater " with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s). c. <input type="checkbox"/> Maritime Coverage (Jones Act) \$ _____ per occurrence Coverage shall be maintained where applicable to the completion of the Work.						

Insurance / Bond Type	Required Limits
	<p>d. <input type="checkbox"/> Pollution \$ _____ per occurrence</p> <p>e. <input type="checkbox"/> Professional Liability \$ _____ per claim and in the aggregate</p> <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate <p>f. <input type="checkbox"/> Project Professional Liability \$ _____ per occurrence</p> <p>g. <input type="checkbox"/> Property Insurance \$ _____</p> <p>If the resulting Agreement includes construction of or additions to above ground buildings or structures, bidder shall provide “Builder’s Risk” insurance with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p><i>To the extent that property damage is covered by commercial insurance, Owner and successful bidder agree to waive all subrogation rights against each other, except such rights as they may have to the proceeds of such insurance. Successful bidder shall require a similar waiver of subrogation from each of its bidder personnel and sub-consultants, to include Special Consultants; successful bidder shall provide satisfactory written confirmation to Owner of these additional waivers.</i></p> <p>h. <input type="checkbox"/> U.S. Longshoreman’s and Harborworker’s Act Coverage shall be maintained where applicable to the completion of the Work.</p> <p>i. <input type="checkbox"/> Valuable Papers Insurance \$ _____ per occurrence</p> <p>j. <input type="checkbox"/> Watercraft \$ _____ per occurrence</p>
6. <input checked="" type="checkbox"/> Bid Bond:	Bid bond shall be submitted by bidder for 5% of the total amount of the bid.
7. <input checked="" type="checkbox"/> Payment and Performance Bond:	Payment and Performance Bond shall be submitted by bidder for 100% of the award amount. \$ _____

Reviewed by Risk: Sinda R. Klevins

INSURANCE REQUIREMENTS

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in this Exhibit, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If successful bidder has any self-insured retentions or deductibles under any of the listed minimum required coverage, successful bidder must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be successful bidder's sole responsibility.

Nothing herein shall in any manner create any liability of Owner in connection with any claim against the successful bidder for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the successful bidder or successful bidder's sureties to Owner or to any workers, suppliers, material men or employees in relation to the resulting Agreement.

Builder's Risk Coverage. The successful bidder shall procure and maintain during the entire course of the Work a builder's risk policy, completed value form, insured to provide coverage on an all risk basis, including coverage for off-site stored materials and including coverage for theft. This coverage shall not be lapsed or cancelled because of partial Acceptance by the Owner prior to final Acceptance of the Project. Successful bidder shall recommend to Owner any additions to the Project Costs resulting from any casualty described in Article XII General Conditions of the Construction Agreement, including those costs, expenses and other charges (including normal and ordinary compensation to the successful bidder) necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. The nature, level and type of builder's risk coverage (including completed value or replacement cost coverage) shall be determined by Owner through insurers selected by successful bidder and approved by Owner.

Excess Policy or Umbrella. An excess policy or umbrella may be used to cover limits over and above Commercial General Liability.

Subcontractor's Public Liability and Property Damage Insurance. The successful bidder shall require each Subcontractor to procure and maintain during the term of the subcontract, insurance of the type specified above, or insure the activities of Subcontractors in its policy, as approved by Owner prior to performance of any services. The levels of coverage as set forth in the table above may be adjusted to require a reduced level of coverage consistent with the scope of Work to be provided by that particular Subcontractor. Any reduction in the levels of insurance coverage required by the successful bidder's standard form of subcontract shall be approved by the Owner.

Waiver of Subrogation. Owner and successful bidder waive against each other and the Owner's separate Vendors, Contractors, Design Consultants, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The successful bidder and Owner shall, where appropriate, require similar waivers of subrogation from the Owner's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Worker's Compensation Insurance. The successful bidder shall procure and maintain during the term of the Contract Documents, workers' compensation insurance for all its employees connected with the Work and shall require all Subcontractors similarly to provide workers' compensation insurance for all their employees unless such employees are covered by the protection afforded by successful bidder. Such insurance shall comply with the Florida Workers' Compensation Law. The successful bidder shall provide adequate insurance, satisfactory to Owner, for the protection of employees not otherwise protected.

By way of its submission of a bid hereto, bidder:

- a. Represents that bidder maintains, and will maintain during the term of any Agreement arising from this solicitation, all insurance coverage required herein from responsible companies duly authorized to do business under the laws of the State of Florida that hold a rating of "A-" or better by Best's Key Guide, latest edition, and are deemed acceptable to Owner as set forth in this solicitation.
- b. Agrees that insurance, as specified herein, shall remain in force and effect without interruption from the date of commencement of the Work throughout the duration of the Project, and shall remain in effect for at least two (2) years after the termination of the Contract Documents.
- c. Agrees that if the initial or any subsequently issued certificate of insurance expires prior to completion of the Work, successful bidder shall furnish to Owner renewal or replacement certificate(s) of insurance no later than ten (10) calendar days after the expiration date on the certificate. Failure of successful bidder to provide Owner with such renewal certificate(s) shall be considered justification for Owner to terminate any and all Agreements.
- d. Agrees that bidder and/or its insurance carrier shall provide thirty (30) days written notice to Owner of policy cancellation or non-renewal on the part of the insurance carrier or the successful bidder. Successful bidder shall also notify Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by successful bidder from its insurer and nothing contained herein shall relieve successful bidder of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by successful bidder hereunder, successful bidder shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.
- e. Agrees that failure of successful bidder to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting Agreement, which may result in immediate termination.
- f. Agrees that, should at any time the successful bidder not maintain the insurance coverage(s) required herein, Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge successful bidder for such coverage(s) purchased. If successful bidder fails to reimburse Owner for such costs within thirty (30) days after demand, Owner has the right to offset these costs from any amount due successful bidder under this Agreement or any other agreement between Owner and successful bidder. Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance companies used. The decision of Owner to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- g. Agrees to provide, upon request, the entire and complete insurance policies required herein.

- h. The payment of deductibles for insurance required of the successful bidder by the Contract Documents shall be the sole responsibility of the successful bidder.

Certificate of Insurance Requirements:

- a. Certificates of insurance in duplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number and title of the Project, and must read: For any and all work performed on behalf of Manatee County.
- b. **Additional Insured:** The Automobile Liability and Commercial General Liability policies provided by the successful bidder to meet the requirements of this IFB shall name Manatee County, Board of County Commissioners, as an additional insured as to the operations of the successful bidder under this IFB and shall contain severability of interests provisions.
- c. In order for the certificate of insurance to be accepted it **must** comply with the following:
 - 1. The "Certificate Holder" shall be:
**Manatee County
Board of County Commissioners
Bradenton, FL
IFB# 15-2089-DS, Spanish Park Lift Station Rehab and Force Main Replacement
For any and all work performed on behalf of Manatee County.**
 - 2. Certificate shall be mailed to:
**Manatee County Purchasing Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
Attn: Donna M. Stevens, Contract Specialist**

BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a bid to this IFB, the bidder agrees should the bidder's bid be accepted, to **execute the form of Agreement and present the same to Manatee County for approval within ten (10) calendar days after notice of intent to award.** The bidder further agrees that failure to execute and deliver said form of Agreement **within ten (10) calendar days** will result in damages to Manatee County and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed bid in the amount of five (5%) percent of the total amount of the bid. The bidder further agrees that in case the bidder fails to enter into an Agreement, as prescribed by Manatee County, the bid bond/certified check accompanying the bid shall be forfeited to Manatee County as agreed liquidated damages. If Owner enters into an Agreement with a bidder, or if Owner rejects any and/or all bids, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing Work, the successful bidder shall obtain, for the benefit of and directed to Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the successful bidder of its obligation under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the successful bidder to provide the Payment and Performance Bond shall be approved by Owner prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in successful bidder being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Surety of such bonds shall be in an amount equal to 100% of the Contract Price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to Owner. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, **within ten (10) calendar days after notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing Work, the successful bidder shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Purchasing Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, Owner will make no payment to the successful bidder until the successful bidder has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with Owner. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the successful bidder. Failure of the successful bidder to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. Owner may then contract with the next lowest, responsive and responsible bidder or re-advertise this IFB. If another bidder is accepted, and notice given within ninety (90) days after the opening of the bids, this Acceptance shall bind the bidder as though they were originally the successful bidder.

Failure of Owner at any time to require performance by the successful bidder of any provisions set out in the resulting Agreement will in no way affect the right of Owner, thereafter, to enforce those provisions.

BIDDER'S INSURANCE STATEMENT

THE UNDERSIGNED hereto have read and understand the aforementioned insurance requirements of this IFB and note that the evidence of insurability shall be required within ten (10) days from the date of notice of intent to award.

Bidder Name: _____ Date: _____

Bidder's Signature: _____

Print Name: _____

Insurance Agency: _____

Agent Name: _____ Agent Phone: _____

Please return this completed and signed statement with your bid.