

ADDENDUM #2

1.1 PROJECT INFORMATION

- A. Project Name: **Downtown Parking Garage.**
- B. Owner: **City of Winter Garden**
- C. Owner Project Number: **AS15-13012**
- D. Design Criteria Professional: **Walker Parking Consultants / Engineers, Inc.**
- E. Design Criteria Professional's Project Number: **15-1995.00**
- F. Date of Addendum: **April 16, 2015**

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered Bid Document holders pursuant to the **Instructions to Bidders and Contracting Requirements**. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and other supporting documents. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. The date for receipt of bids is **unchanged by this Addendum**.

1.3 ATTACHMENTS

- A. This Addendum includes the following attached Documents and Specification Sections:
 - 1. Section 004100 – BID FORMS – reissued 04-17-2015
 - 2. Section 005200 – AGREEMENT FORM – reissued 04-17-2015
 - 3. Volume I EVALUATION CRITERIA – reissued 04-17-2015

1.4 REVISIONS TO PROJECT MANUAL Volume I

- A. Section 001116 - Invitation to Bid and Instruction to Bidder.
 - 1. Sub Section 001116-F: Correct Proposals Due date and time to read:
“On or before 2:00 p.m. Wednesday, April 29, 2015”
 - 2. Sub Section 001116-10.4A Qualification of Bidders: Replace with the following paragraph:

“A. Design-Builders/Project Teams to be qualified to submit bids for this Project must demonstrate experience with the design and construction of comparable parking garages (500+/- spaces). To be qualified, teams or team members must clearly demonstrate experience with the design/build process. Prime Design-Builders to be qualified must also demonstrate and substantiate with proper documentation, that they have the organizational structure, required general contractor’s and professional licenses, exemplary record with respect to claims and lawsuits, financial capabilities, and key design and construction personnel with experience with parking decks of comparable size who will serve as Engineer/Architect, Project Managers and Project Superintendents.”

- B. Section 004100 – BID Form – Replace in its entirety with the one attached, dated 04-16-2015
- C. Section 005200 – Agreement Form – Replace in its entirety with the one attached, dated 04-16-2015
- D. Section 007200 – General Conditions: Delete Section
- E. Section 007300 – Supplementary Conditions: Delete Section
- F. EVALUATION CRITERIA – Replace with the one attached, dated 04-16-2015

1.5 CLARIFICATIONS IN RESPONSE TO RFI

1. I see the Design Information to be submitted with the proposal but I do not see any requirements for Information to be submitted by the General Contractor. Is a full proposal to be submitted by the Contractor showing experience, qualification, references, and project team?

Response: See revisions to Project Manual Section 001116 above.

3. In the RFP I see the Evaluation Criteria, but there is no points assigned to any of the categories. How will these be scored to show standings of the submitted proposals?

Response: See updated Evaluation Criteria attached.

4. I do not see any information on how the evaluation will be scored as to Contractor. Can you please inform me on how the project will be awarded and how the proposals will be scored?

Response: See revisions to Project Manual Section 001116 and reissued evaluation criteria

5. Will there be a short list and interviews?

Response: At the Owner’s Option, after evaluation of proposals, as discussed in the Pre-Bid meeting and as stated in the Project Manual.

6. Is the project fully funded?

Response: Yes

END OF DOCUMENT 009113

Name of Bidder _____

SECTION 004100 - BID FORMS

30.1 INSTRUCTIONS

Submit Bids on this Bid Form in accordance with Instructions to Bidders.

30.2 BID FORM

PART 1 - TERMS OF BID

PROJECT IDENTIFICATION: Downtown Parking Garage, City of Winter Garden.

CONTRACT IDENTIFICATION AND NUMBER: AS15-13012

THIS BID IS SUBMITTED TO:

- A. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in form included in Contract Documents to complete all Work as specified or indicated in Contract Documents for Contract Price and within Contract Time indicated in this Bid and in accordance with Contract Documents.
- B. BIDDER accepts all of terms and conditions of Instructions to Bidders, including without limitation those dealing with disposition of Bid Security. BIDDER will sign Agreement and submit Contract Security and other documents required by Contract Documents within 15 days after date of OWNER's Notice of Award. This Bid will remain open for 60 days after day of Bid opening.
- C. In submitting this Bid, BIDDER represents, as more fully set forth in Agreement, that:
 - 1. BIDDER has examined copies of all Contract Documents and of following addenda:

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

(receipt of all of which is hereby acknowledged) and also copies of Advertisement or Invitation to Bid or Instructions to Bidders.

Name of Bidder _____

- 2. BIDDER has examined site and locality where Work is to be performed, legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting cost, progress or performance of Work and has made such independent investigations as BIDDER deems necessary.
- 3. This Bid is genuine and not made in 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 induced or solicited any other Bidder to submit 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; and
- 4. BIDDER agrees that all alterations or additions to Work shall be performed in accordance with paragraph "Changes" and/or "Construction Change Directives" under Section "Supplementary Conditions."
- 5. OWNER reserves right to delete any section of Work.

D. BIDDER agrees that Work shall be shall be substantially completed within 168 calendar days after date when Construction Contract Time commences to run, and fully completed within 28 calendar days after substantial completion

E. BIDDER will complete Work for following price:

LUMP SUM CONTRACT PRICE _____
(use words)

_____ DOLLARS \$ _____
(figures)

F. Communications concerning this Bid shall be addressed to: (BIDDER to provide bidder's name, address, telephone number and name of individual familiar with this Bid and able and authorized to answer questions regarding this Bid.)

G. Terms used in this Bid which are defined in General Conditions of Construction Contract included as part of Contract Documents have meanings assigned to them in General Conditions.

SUBMITTED ON _____ , 20 _____

Name of Bidder _____

PART 2 - MATERIAL AND EQUIPMENT ALTERNATES

Base Bid proposal price shall include materials and equipment selected from designated items and manufacturers listed. The purpose of this requirement is to establish uniformity in bidding and to establish standards of quality for items named.

If BIDDER wishes to quote alternate items for consideration by Owner, it may do so under this Section. Complete description of item and proposed price differential must be provided. Unless approved at time of award, substitutions where items are specifically named will be considered only as negotiated change in Contract Sum.

<u>WORK ITEM</u>	<u>DESCRIPTION OF ALTERNATE ITEM(S)</u>	<u>ADD/DEDUCT AMOUNT</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PART 3 - TIME ALTERNATE

If BIDDER takes exception to time stipulated in Part 1, Terms of Bid, it shall stipulate below its proposed time for performance of Work. Consideration will be given to time in evaluating Bids.

BIDDER agrees that Work shall be substantially completed within ___ calendar days after date when Contract Time commences to run, and fully completed within ___ calendar days after date when Contract Time commences to run.

PART 4 - ATTACHMENTS

Following documents are attached to and made condition of this Bid, unless noted otherwise:

- A. Required Bid Security in form of:

Name of Bidder _____

- B. Substitution listing per the requirements of the Instructions to Bidders within 7 days after the day of the Bid opening.
- C. Equipment Suppliers' Listing.
- D. List of alternates/alternatives.
- E. Non-Collusion Affidavit.
- F. A list of Subcontractors and other persons and organizations required to be identified, if so requested, per the requirements of the Instructions to Bidders within 7 days after the day of the Bid opening.
- G. Bid breakdown on AIA Documents G702, Application and Certificate of Payment. This form is available from the American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006.
- H. State the Unit Prices in Section "List of Unit Prices" per the requirements of Article "Execution of Contract" of the Instructions to Bidders, within 7 days after the Bid opening.

PART 5 - SIGNATURES

If BIDDER is:

An Individual

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business Address: _____

Phone Number: _____

A Partnership

By _____ (SEAL)
(Firm Name)

Name of Bidder _____

(General Partner)

Business Address: _____

Phone Number: _____

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign)

(Title)

(Corporate Seal)

Attest _____
(Secretary)

Business Address: _____

Phone Number: _____

Name of Bidder _____

A Joint Venture

By _____
(Name)

(Address)

By _____
(Name)

(Address)

Each joint venture member must sign. The manner of signing for each individual partnership and corporation that is party to joint venture should be in manner indicated above.

END OF SECTION 004100

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CONTRACT REQUIREMENTS

SECTION 005200 - AGREEMENT FORM

PART 1 - GENERAL

- 1.1 Written Agreement will be executed on AIA Document A141-2014, "STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN/BUILDER," including Exhibits A & B, and with modifications as listed in Part 2 below and as may be further modified by the Owner prior to execution.
- 1.2 Copies of Sample Agreement Form are available for examination at office of the DCP.
- 1.3 Contractor may purchase copies of Agreement Form from The American Institute of Architects, 1735 New York Avenue, N.W., Washington, DC 20006.
- 1.4 Liquidated damages - None.

PART 2 - MODIFICATIONS TO A141-2014

2.1 Article 1.4 Definitions

- A. Add the following to 1.4.4 - THE PROJECT

The Term Project as used herein shall mean:

Downtown Parking Garage, City of Winter Garden, Winter Garden, Florida
And all associated site-work including the pedestrian plaza on the north side of the parking structure, relocation of the transformers, back flow preventers and trash compactor.

- B. Add the following to 1.4.5 – INSTRUMENTS OF SERVICE

The Term Project Manual as used herein shall mean: A volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications.

- C. Add the following to 1.4.7 – OWNER

Term Owner as used herein shall mean: City of Winter Garden, 300 W. Plant Street, Winter Garden, Florida 34787

- D. 1.4.16 ENGINEER

2.	Comprehensive General Liability:	
	Bodily Injury: Each Occurrence	\$ 2,000,000
	Bodily Injury: Aggregate (Completed Operations)	\$ 2,000,000
	Property Damage: Each Occurrence	\$ 2,000,000
	Property Damage: Aggregate	\$ 2,000,000
	Comprehensive Automobile Liability:	
	Bodily Injury: Each Person	\$ 2,000,000
	Bodily Injury: Each Occurrence	\$ 2,000,000
	Property Damage: Each Occurrence	\$ 2,000,000
3.	Owner's Protective Liability:	
	Bodily Injury: Each Occurrence	\$ 2,000,000
	Property Damage: Each Occurrence	\$ 2,000,000
	Property Damage: Aggregate	\$ 2,000,000
4.	Builder's Risk - Installation Floater:	Cost to Replace At Time of Loss
5.	Professional Liability:	\$ 2,000,000

END OF SECTION 005200

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EVALUATION CRITERIA	MAXIMUM POINTS
DESIGN-BUILD TEAM QUALIFICATIONS	10
AESTHETICS & FUNCTION..... <ul style="list-style-type: none"> • Aesthetic Design • Parking Structure Function • Meet or exceed number of parking spaces in the structure • Site Development & Sitework 	30
TECHNICAL DESIGN..... <ul style="list-style-type: none"> • Structural Design • Durability Engineering • Finishes • Graphics • Conveying Systems • Electrical Systems • Code Compliance [Lack of Compliance shall be basis for disqualification] 	20
QUALITY CONTROL..... <ul style="list-style-type: none"> • Design Phase Quality Plan • Construction Quality Measures 	5
SCHEDULE..... <ul style="list-style-type: none"> • Overall schedule • Construction schedule – Number of Days from ground breaking to substantial completion. 	15
COST..... <ul style="list-style-type: none"> • Cost of construction of the garage excluding north side plaza • Cost per space • Cost of construction for north side plaza 	20
TOTAL	100

City may or may not short-list or interview before final selection at the City's option.

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