

TO: ALL COMPLETE PLAN HOLDERS
ADDENDUM TO: PLANS AND SPECIFICATIONS
FOR: CITY OF WINTER GARDEN
RFP#12-026 – PLANT STREET & TILDENVILLE SCHOOL ROAD
INTERSECTION IMPROVEMENTS
PROPOSAL DATE: OCTOBER 31, 2023, TUESDAY, RECEIVE @ 2:00 PM
PROPOSAL OPENING @ TIME 2:05 P.M.
PREPARED BY: PEGASUS ENGINEERING, LLC
301 WEST SR 434, WINTER SPRINGS, FL, 32708 – 407-992-9160
PROJECT NO. WGC-23977



Fursan Munjed, P.E.

This Addendum sets forth changes and/or additional information as referenced and is hereby made a part of, and shall be attached to subject Project Manual and Drawings of the Contract Documents.

GENERAL & CLARIFICATIONS

1. Attached are the pre-proposal meeting minutes.
2. Question: Please provide any utility adjustment agreements.
Response: There are no formal utility adjustment agreements for this project. Extensive coordination was performed during the design phase with the utility owners to minimize issues during construction.
3. Question: The bid documents state the project’s substantial completion is 300 day. Of this, how many days is included for utility relocations?
Response: The Contractor is responsible to coordinate all the utility relocations including timelines.
4. Question: If utility adjustments agreements are not in place, what is the anticipated date in which they will be in place?
Response: See response 2 above.
5. Question: Please provided right of entry agreements for the parcels which contain work outside of the right-of-way.
Response: The City will provide the agreement once completed.

6. In reference to driveway #1, please provide any agreement / restrictions in place with the City. Work as shown in the plans outside of the ROW is not typical and we need to ensure we understand any commitments/restrictions with the property owner.
Response: The City will provide the agreement or details once completed.

7. The bid documents state the project's substantial completion is 300 day. Of this, how many days is included for utility relocations?
Response: See response 3 above.

8. It appears "D Curb" is required per the plans... Please add a bid item for "D Curb".
Response: Curb D cost to be included as part of pay item 999-1 concrete flumes.

END OF ADDENDUM NO. 1



PRE-PROPOSAL MEETING MINUTES

**CITY OF WINTER GARDEN
PLANT STREET & TILDENVILLE SCHOOL ROAD INTERSECTION IMPROVEMENTS
RFP NUMBER 12-026
October 17, 2023**

- 1) SIGN-IN SHEET (This is a mandatory meeting so make sure you sign in – Contact and Company name required. By signing in, you are acknowledging you have attended this meeting, have read and understand this agenda, and have had an opportunity to ask questions concerning the project.)

OWNER: City of Winter Garden

ENGINEER: Pegasus Engineering

TESTING COMPANY: To be determined by City

PROJECT DESCRIPTION: The project includes adding a westbound left-turn lane, an eastbound left-turn lane, and a northbound right-turn lane. The project also includes milling & resurfacing, drainage improvements, signing & pavement marking improvements, signalization improvements, and utility improvements. Also included is providing maintenance of traffic, dewatering, and temporary erosion and sediment control for all areas as detailed on the plans and required by governing authorities.

- 2) SCHEDULE: This project is anticipated to start within 120 days of the Proposal date. Substantial Completion is 300 days from Notice to Proceed, with Final Completion 30 days later (330 days after NTP). Liquidated damages are \$1,000.00 per day per the Agreement.

- 3) QUALIFICATIONS & AWARD OF CONTRACT: Proposers must provide qualifications for the type of work that is shown as specified in the Instructions to Proposers and Proposal Form. This includes necessary licensing and at least 50% of work by own forces (no more than 50% performed by subcontractors). Provide copies of licenses and similar projects within past 5 years. As shown on the Proposal Form, PROPOSER shall include copies of all appropriate licenses required for the type of work involved (i.e. Certified General Contractor; Certified Underground Utility & Excavation Contractor; etc.); list of personnel who will be assigned to the project, with resumes; list of equipment necessary for the project and whether it is owned by the Proposer or will be leased for this project.

If the Contract is to be awarded, it will be awarded on the basis of the most qualified, responsive, and responsible proposal from a responsible and qualified Contractor licensed to perform such work in the State of Florida. The Proposal Packages will be reviewed and evaluated in accordance with the following criteria and weighting factors as specified in the RFP:

1.	Resources, Equipment and Personnel	20 Points
2.	Adherence to Instructions, Past Performance and Experience of the Contractor	25 Points
3.	Ability to Meet Time Schedule Requirements	15 Points
4.	Projected workloads of the Firm	5 Points
5.	Costs	35 Points
		100 Points

- 4) Payment and Performance Bond: In accordance with Section 255.05, Florida Statutes, the successful PROPOSER will be required to furnish a payment and performance bond , executed by a surety company duly authorized to do business in the State of Florida, and on the approved U.S. Treasury List

of Bonding Companies, in an amount at least equal to 120% of the contract price, as security for the faithful performance of this contract and as security for the payment of all persons performing labor and furnishing materials in connection with this contract. In case of default on the part of the Contractor, all expenses incident to ascertaining and collecting losses under the bond, including both City costs, shall lie against the bond. Performance and payment bonds shall be written on the Public Construction Payment and Performance Bond form included in the Proposal documents for which the contract was procured (see attached). When the PROPOSER to whom the contract is awarded delivers the executed contract it shall be accompanied by the required Public Construction Payment and Performance Bond, which shall be recorded by the successful PROPOSER in the Public Records of Orange County, Florida, and a certified copy of the recorded version of the same delivered to the City prior to commencing the work.

5) UTILITIES:

- a) Duke Energy Corporation
- b) CenturyLink-Florida
- c) Charter Communications
- d) Lake Apopka Natural Gas District
- e) MCI / Verizon
- f) Smart City Telecom
- g) Zayo Group
- h) City of Winter Garden
- i) The Contractor is responsible for verifying and locating all utilities within the project. The Owner will not be responsible for delays and costs incurred by the Contractor due to third party utility owners. The Contractor shall contact each utility company and coordinate all matters. Information shown on the drawings as to the location of existing utilities has been prepared from the most reliable data made available to the Engineer. This information is not guaranteed, however and it shall be the Contractor's responsibility to determine the location, character and depth of any existing utilities. Contractor will be responsible for seeking reimbursement of costs for delays directly from the utility owner.

6) PERMITS:

- a) FDEP (water & wastewater).
- b) SJRWMD permit exemption.
- c) FDEP NPDES NOI (to be filed by Contractor prior to construction)
- d) FDEP De-watering (to be filed by Contractor if de-watering is needed)

7) STORMWATER POLLUTION PREVENTION PLAN: Contractor to prepare and maintain SWPPP that complies with the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities. Maintain erosion & sediment control through completion of construction. Citations will be issued for noncompliance.

8) WATER:

- a) Temporary water meters will be required for all water use.

9) MATERIALS, PIPE & FITTINGS: The Contractor will be responsible for the purchase and installation of all materials, pipe and fittings required for this project.

- 10) INSPECTIONS: "Regular Working Hours" shall be between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding City holidays.
- a) Fees will be charged for overtime inspections and re-inspections. Inspections and testing require at least 24-hour notice.
 - b) Work on weekends shall be charged at least a four (4) hour minimum. (\$70 per hour, 4 hour minimum is \$280).
 - c) All test delays and retests due to failed tests will be billed to the Contractor.
 - d) The Contractor shall give suitable and timely notification: not less than 72 hours for major inspections, nor less than 24 hours for minor inspections, and not less than one full week's notification for the Substantial Completion inspection to all who should be a part of, or be in attendance at such inspections.
- 11) ENGINEERING ISSUES:
- a) 98% Density on all compaction.
 - b) Clean fill (with less than 5% passing #200) required in all utility/storm trenches and 18 inches under subgrade.
 - c) All storm pipe joints, regardless of material type, shall be wrapped with filter fabric.
 - d) Base course shall consist of black base per F.D.O.T. Standard Specifications.
 - e) Provide at least 72-hour notice to City when asphalt paving will be performed so that City Inspector may be present. Test finished surface of each asphalt concrete course for smoothness, using 10' straightedge applied parallel with, and at right angles to centerline of paved area.
 - f) It is imperative that access to all residences and/or businesses along, or adjacent to, the project be maintained at all times for access of emergency vehicles, solid waste trucks, mail delivery, and general accessibility.
 - g) Where sodding will adjoin private lawns, the type of sod used shall match the adjacent type and shall meet the approval of the adjacent homeowners affected. Sods other than St. Augustine or Bahia grass will be permitted, provided they are available and approved in advance by the City.
 - h) Note that the City's Record Drawing requirements have been updated in Section 01720 of the Specifications.
- 12) The Contractor will be responsible for providing areas for storage and staging of construction materials and equipment. The location and extent of the areas used must be approved by the Owner. Any additional temporary road, culverts, utilities, or drainage facilities shall be provided by the Contractor and removed by him as well as restoring any damaged areas to the original condition upon completion of the work, including grassing.
- 13) WEEKLY PROGRESS MEETINGS: The Contractor will be required to attend a weekly progress meeting to be conducted by the Owner and/or Engineer. Meetings will be held either at City offices or on-site.
- 14) No time extensions will be granted to the Contractor on account of the extra time it took, during the contract period, to accomplish favorable inspection and testing results to overcome reports requiring defective work to be corrected.
- 15) Weather Delays: Weather delays shall only be granted for "abnormal weather conditions" defined as follows: Rainfall - Monthly rainfall exceeding the published NOAA monthly average for the Orlando area. In the event work cannot be performed during regular working hours/days due to rain, the monthly average rainfall for that month must be exceeded before a delay can be claimed. Rainfall occurring on weekends or holidays will not be considered for a time extension.

Tropical Storms/Hurricanes – NOAA-named storms whose center of circulation is within 75 miles of the project site or whose winds exceed 40 miles per hour at the project site. Tropical storms or hurricanes occurring on weekends or holidays will not be considered for a time extension.

Only actual work days (see regular working hours) meeting the above requirements will be considered for delays due to abnormal weather conditions. It shall be the Contractor's responsibility to provide the necessary information to justify any delays due to abnormal weather conditions.

- 16) Examination of Drawings, Specifications and Site of Work: The PROPOSER is required, before submitting a Proposal, to visit the site of the proposed work and to become familiar with the nature and extent of the work, any local conditions that may affect the work, and the equipment, materials, quantities of materials, and labor required. The PROPOSER is also required to examine carefully the drawings, and specifications, the Form of Agreement, insurance and bonding requirements, and to become accurately informed of conditions and requirements contained herein that may affect the work to be performed. Neither the ENGINEER nor OWNER will assume any responsibility for Proposers errors and omissions caused by failure of the CONTRACTOR or any subcontractors to fully comply with these requirements. Complete sets of drawings, specifications and other documents relating to this contract are available for purchase and inspection. Failure by the PROPOSER to purchase a Proposal package from the office of the ENGINEER prior to Proposal submittal shall be deemed a failure by the PROPOSER to sufficiently familiarize itself with the details of the project and shall result in disqualification of the PROPOSER.
- 17) ADHERANCE TO CITY STANDARDS & SPECIFICATIONS: The PROPOSER is required to examine carefully the City of Winter Garden Standards and Specifications as shown on the drawings or otherwise available on the City's website. Use of materials that have not been approved in advance by the City will not be allowed. Neither the ENGINEER nor OWNER will assume any responsibility for Proposing errors and omissions caused by failure of the CONTRACTOR or any subcontractors to fully comply with these requirements.
- 18) The City of Winter Garden, Florida, is accepting sealed Proposals at the Winter Garden City Hall, 300 West Plant Street, Winter Garden, Florida, 34787, until 2:00 p.m. (local time) on TUESDAY, OCTOBER 31, 2023, at which time all Proposals will be opened and publicly read aloud.
- 19) Proposals will be based on a unit price method with quantities provided on the Proposal form and unit prices as determined by the Contractor and provided as a part of the Proposal.

As stated above, if the Contract is to be awarded, it will be awarded on the basis of the most qualified, responsive, and responsible proposal from a responsible and qualified Contractor licensed to perform such work in the State of Florida, based on the following and as specified in the RFP:

- 20) Proposers shall carefully review the Request for Proposals, Instructions to Proposers, Proposal Form, Agreement, Performance & Payment Bond, and all Contract Documents in the Proposal package. Procurement will be as specified in the Request for Proposal and the City's Purchasing Manual.
- 21) Technical questions need to be submitted in writing to the Engineer no less than 7 days prior to the Proposal date to allow for review and answer (BY 5:00 PM, TUESDAY, OCTOBER 24, 2023). Questions/Answers determined by the Engineer to be pertinent to the Proposal will be answered by addendum.

- 22) Addenda: Revised Proposal form and plans may be sent out. Street address, phone number, fax number and e-mail address shall be provided to the City for notification.
- 23) REMINDER: Purchase of plans and attendance at this pre-Proposal meeting is mandatory.
- 24) Estimated construction cost: \$2,845,222. The sign-in sheet will be posted on the City's website.
- 25) Questions from prospective Proposers:

(Space above reserved for recording information)

PUBLIC CONSTRUCTION PAYMENT AND PERFORMANCE BOND

(Section 255.05, Fla. Stat.)

CONTRACTOR (the "Principal"): _____
(Name of Contractor)

a _____
(Corporation, Partnership or Individual)

(Principal Business Address of Contractor)

(Telephone Number of Contractor)

SURETY: _____
(Name of Surety)

(Principal Business Address of Surety)

(Telephone Number of Surety)

CONTRACTING PUBLIC ENTITY (the "CITY"):

**City of Winter Garden
300 West Plant Street
Winter Garden, Florida 34787
(407) 656-4111**

Contract or Project number and/or
reference: _____

Legal Description or street address of property being improved:

Description of Improvements:

BY THIS PUBLIC CONSTRUCTION PAYMENT AND PERFORMANCE BOND (the "Bond"), and pursuant to those provisions set forth within § 255.05, Florida Statutes, We _____, as Principal and _____, a corporation, as Surety, are bound to the CITY OF WINTER GARDEN, a Florida municipal corporation (the "CITY"), in the sum of \$_____, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Promptly and properly performs the contract including all its incorporated documents (the "Contract Documents") dated _____, between Principal and CITY for construction of _____, the Contract Documents being made a part of this Bond by reference, at the times and in the manner prescribed in the Contract Documents; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, furnishing labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract Documents; and
3. Pays CITY all losses, damages, expenses, costs, and attorneys' fees, experts' fees and other litigation expenses including at all trial and appellate proceedings, that CITY sustains because of a default by Principal under the Contract Documents; and
4. Performs the guarantee and warranty of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this Bond for payment must be in accordance with the notice and time limitation provisions contained within Section 255.05, Florida Statutes.

Any changes in or under the Contract Documents (which include, by way of example, but not a limitation, unilateral or directive change orders and bilateral change orders, changes to the plans, drawings and specifications, and increases or decreases in quantity of units or the scope of work) and compliance or noncompliance with any formalities connected with the Contract Documents or the changes therein shall not affect Surety's obligations under this Bond and Surety hereby waives notice of any such changes. Further, Principal and Surety acknowledge that the Penal Sum of this Bond shall increase or decrease in accordance with changes or other modifications to the Contract Documents so that the Penal Sum shall at all times represents a sum equal to 120% of the Contract Sum (or Contract Price).

The performance bond and the payment bond portions of this Bond are each covered separate and distinct from each other so that claims or sums paid by Surety under the payment

bond portion does not affect the Penal Sum for the performance bond portion and vice versa. This Bond is intended to comply with the requirements of Section 255.05, Florida Statutes, as amended, and additionally, to provide common law rights to the CITY more expansive than as required by statute.

In the event that the Principal shall fail to perform any of the terms, covenants and conditions of the Contract Documents during the period in which this Bond is in effect, the Surety shall remain liable to the CITY for all such loss or damage (including reasonable attorneys' fees, experts' fees and other litigation expenses at all trial and appellate levels) resulting from any failure to perform up to the amount of the Penal Sum. This paragraph shall survive the termination or cancellation of this Bond.

In the event that the Surety fails to fulfill its obligations under this Bond, then the Surety shall also indemnify and hold the CITY harmless from any and all loss, damage, cost and expense, including reasonable attorneys' fees and costs and experts' fees for all trial and appellate proceedings, resulting directly or indirectly from the Surety's failure to fulfill its obligations hereunder. This paragraph shall survive the termination or cancellation of this Bond.

The Surety, for value received, hereby stipulates and agrees that its obligations hereunder shall be direct and immediate and not conditional or contingent upon CITY's pursuit of its remedies against Principal, shall remain in full force and effect notwithstanding (i) amendments or modifications to the Contract Documents entered into by CITY and Principal without the Surety's knowledge or consent (ii) waivers of compliance with or any default under the Contract Documents granted by CITY to Principal without the Surety's knowledge or consent, or (iii) the discharge of Principal from its obligations under the Contract Documents as a result of any proceeding initiated under the federal bankruptcy laws, or any similar state or federal law, or any limitation of the liability of Principal or its estate as a result of any such proceeding.

IN WITNESS WHEREOF, this instrument is executed in _____(number) counterparts, each of which shall be deemed an original, this the _____ day of _____, 2022.

ATTEST:

Principal

By: _____
(Principal) Secretary

By: _____

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Title: _____

Address: _____

City/State/Zip _____

Witness to Principal

Name: _____
(Print or Type)

(CORPORATE SEAL)

Witness to Principal

Name: _____
(Print or Type)

Witness as to Surety

Surety
By: _____
Attorney-in-Fact

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Witness as to Surety

Address: _____

Name: _____
(Print or Type)

City/State/Zip _____

(CORPORATE SEAL)

NOTE: Date of the Bond must not be prior to the date of the Contract. If CONTRACTOR is a partnership, all partners should execute the BOND. As set forth in Section 255.05, Florida Statutes, the Principal shall record this Bond in the public records of Orange County, Florida, and provide the CITY with a certified copy of the recorded version; however, Principal's failure to do so shall not invalidate the City's protections under this Bond.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in Florida, unless otherwise specifically approved in writing by the CITY.

ATTACH a certified copy of Power-of-Attorney appointing individual Attorney-in-Fact for execution of Performance Bond on behalf of "Surety."