



THE CITY OF DAYTONA BEACH
OFFICE OF THE PURCHASING AGENT

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ADDENDUM NO. 1

DATE: November 12, 2019

PROJECT: ITB 20133
BETHUNE POINT SHORELINE STABILIZATION

OPENING DATE: December 2, 2019

This addendum is hereby incorporated into the Bid Documents for the project referenced above. The following items are clarifications, corrections, additions, deletions and/or revisions to and shall take precedence over the original documents. Additions are indicated by underlining, deletions are indicated by ~~strikethrough~~.

RFI #1

1. Is there a Bid Item in the Bid Schedule for the AS-Built Drawings?
A: ***An AS-Built Drawing bid item has been added to the revised Bid Schedule.***
2. Is there a Bid Item in the Bid Schedule for the Turbidity Barrier?
A: ***A Turbidity Barriers bid item has been added to the revised Bid Schedule.***
3. Is there a Bid Item in the Bid Schedule for the City's Permit Fee?
A: ***A Permit Fee bid item has been added to the revised Bid Schedule.***
4. Is there a Bid Item in the Bid Schedule for the Geotechnical Testing?
A: ***A Geotechnical Testing bid item has been added to the revised Bid Schedule.***
5. Is there a Bid Item in the Bid Schedule for the damaged chain link fence along the north boundary of the Tri-Lock installation?
A: ***A Chain Link Fence bid item has been added to the revised Bid Schedule.***
6. Can the palm tree that is growing up through the existing Tri-Lock be removed?
A: ***Yes, the palm tree can be removed.***
7. Can the internal roadway circumnavigating the property be utilized for access during work on the north end of the project limits?
A: ***Yes portions of the roadway can be utilized with coordination and approval from Plant Operations***

8. The project is being considered for Federal Emergency Management Agency (FEMA) funding, The following clauses are hereby amended to the Contract.

ARTICLE X.

K. Equal Opportunity.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for

further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

L. Compliance with the Contract Work Hours and Safety Standards Act

(1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any 2 subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Daytona Beach shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

M. Clean Air Act and the Federal Water Pollution Control Act.

1. Clean Air Act

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(ii) The Contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

2. Federal Water Pollution Control Act

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(ii) The Contractor agrees to report each violation to the CITY OF DAYTONA BEACH and understands and agrees that the CITY OF DAYTONA BEACH will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

N. Suspension and Debarment.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

O. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

P. Amendments. Except as otherwise provided herein, no change or modification of this Contract will be valid unless the same is in writing and signed by both Parties. Requests by the Contractor for modifications to Exhibit A, the Scope of Work, shall be made in writing and will be accompanied by justification for the change. Scope changes accepted by the City will be authorized by Contract Amendment approved by the City Commission. Changes to Exhibit B, Fee Schedule, must be accompanied by justification for the change, a notarized statement of the current hourly rate for those positions being changed, the proposed hourly rate, and an audited Statement of Direct and Indirect Labor and General Administrative Overhead from which the Contractor's raw labor rate multiplier will be determined.

Q. All Contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing department and FEMA access to records, accounts, documents, information, facilities, and staff.

R. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

S. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

T. FEMA assistance will be used to funds this Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies procedures, and directives.

U. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. All other items shall remain the same.

The Bidder shall acknowledge receipt of this addendum in Section 7 of the Bid Proposal Form.

The City of Daytona Beach

Kirk Zimmerman, CPPB
Buyer

**CITY OF DAYTONA BEACH
ITB 20133-BETHUNE POINT SHORELINE STABILIZATION
BID SCHEDULE**

If online, fill in unit prices in green column. The extended price and total will be automatically calculated					
ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	PRICE
1	Mobilization (not to exceed 5% of bid price)	1	LS		\$ -
2	City Permit Fee	1	LS		\$ -
3	Turbidity Barrier	732	LF		\$ -
4	Geotechnical Density Testing	1	LS		\$ -
5	Demolition & Disposal of Existing Tri-Lock	1	LS		\$ -
6	Prevention Control & Abatement of Erosion & Water Pollution, Including Regulatory Turbidity Monitoring & Reporting	1	LS		\$ -
7	Tri-Lock4015 (TRI-LOCK 4015 6") (Furnish & Install)	18,293	SF		\$ -
8	GFM404-15X300 (GF-MONO404 -15' X 300'	3,500	SY		\$ -
9	TLR12P (12" FABRIC PINS 100/BOX)	5	EA		\$ -
10	Freight Containers for Tri-Lock Material	19	EA		\$ -
11	Structural Backfill	818	CY		\$ -
12	Remove and Replace 6 Ft Tall Chain Link Fence	60	LF		\$ -
13	Sod	20,000	SF		\$ -
14	Permit compliance, including required signage	1	LS		\$ -
15	AS-Built Survey	1	LS		\$ -
				TOTAL	\$ -

CY=Cubic Yard, EA=Each, LF= Linear Feet, LS= Lump Sum, SF= Square Foot, SY = Square Yard

BIDDER'S MAY INSERT THIS BID SCHEDULE IN PLACE OF THE ONE FOUND ON PAGE 13 OF THE BID PACKAGE