



City of Milton

Purchasing Department

J. Anderson, P.E.
BDI/PNS

ADDENDUM NO. 1

City of Milton Blackwater River Directional Drill

10/30/2020

BDI Project No. 25527.08

The following clarification/changes have been made to the plans & specifications for the above project:

A. CONTRACT DOCUMENTS/SPECIFICATIONS

C-410-2013

Bid Proposal

Reissued in its entirety

B. CONSTRUCTION PLANS

No Change

C. QUESTIONS AND CLARIFICATIONS

1. There were no questions received that had not already been posed at the pre-bid. Responses to all of those questions are captured in the minutes of the pre-bid meeting.
2. Minutes of the pre-bid meeting with sign-in sheet are attached.

The CONTRACTOR shall acknowledge the receipt of this ADDENDUM by signing below and including a copy with the BID and sign where indicated on Page 00030-1 of the BID Proposal Form.

CONTRACTOR _____

BY _____

DATE _____

BID PROPOSAL
CITY OF MILTON
BLACKWATER RIVER DIRECTIONAL DRILL
PROJECT NUMBER 25527.08

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Milton
6738 Dixon Street
Milton, Florida 32570

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at

artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	General Conditions, Bonds, and Insurance	1	LS		
2	Restoration/Roadway Restoration	1	LS		
3	Erosion Control	1	LS		
4	16" Nominal ID, HDPE Pipe for WWTF Effluent	2070	LF		
5	16" C-900 PVC Effluent Pipe	200	LF		
6	16" Restrained Joint, Compact Ductile Iron Tee	3	EA		
7	16" Restrained Joint Resilient Seat Gate Valve w/box	3	EA		
8	2" Combination Automatic Air/Vacuum Relief Valve	2	EA		
9	16" Ductile Iron Restrained Joint Cap	3	EA		
10	16" ID HDPE to 16" C-900 PVC Transition	2	EA		
TOTAL BASE BID (SUM OF ITEMS 1 - 10)					
Alt.	16" Nominal ID, FPVC Pipe for WWTF Effluent (If selected, replaces line item 4 in Base Bid)	2070	LF		

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 Additional items to attach to bid are as follows:

- A. List of Project References;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
- C. Contractor’s License No.: or evidence of Bidder’s ability to obtain a State Contractor’s License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

Bidder's License No.: _____
(where applicable)

MINUTES

PRE-BID MEETING
CITY OF MILTON, FLORIDA
BLACKWATER RIVER DIRECTIONAL DRILL
25527.08
9:00 AM, OCTOBER 15, 2020

1. Sign-in Sheet Attached

2. City Staff Present:

Randy Jorgenson, City Manager
Joe Cook, Public Works Director
Diane Ebentherer, Purchasing Officer

Engineers Present:

Richard Delp, Sr. Project Manager, Baskerville-Donovan

3. Scope of Work:

Construction by the directional drill method of 2,070 LF of 16" nominal ID, HDPE pipe, 580 LF of 16" C-900 PVC effluent pipe by conventional excavation, and the installation of valves, fittings, and other accessory material necessary for a complete project. **The estimated budget is \$1,550,000.**

4. This project is partially funded by a Florida Legislature Appropriation administered by FDEP – requirements of Buy America and compliance with the Davis Bacon Act will be required (including all associated paperwork). MBE and WBE goals are targets but not required. Contractors must provide evidence of solicitation for MBE/WBE participation.

5. Bidding – Bid Date is November 12, 2020 with receipt of eligible bids by 2:00 PM local time

- a. Bid is based on items provided in Bid Form
- b. Bids good for 90 days in order for all agencies needing to review the project have ample time.

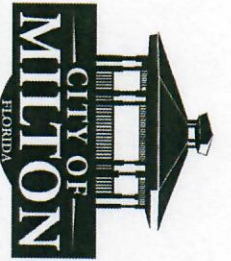
6. Disposal of construction debris

- a. Contractor to dispose of excess construction material in accordance with agencies having jurisdiction
- b. Work on private property is not anticipated. All work is proposed with county road right-of-ways.

7. Contract Time/Schedule:

- a. Substantial Completion 150 calendar days from NTP
- b. Final Completion 180 calendar days from NTP
- c. Work Hours – 7:00 AM to 7:00 PM

8. Liquidated Damages (all contracts) - \$500 per calendar day for failure to meet substantial completion and \$250 per calendar day for failure to meet final completion
9. Bonding – 5% Bid Bond and 100% Performance and Payment Bonds
10. Award of Contract – City of Milton should have an intent to award in December 2020 with funding agencies concurring in January 2021.
11. Permit Conditions – a copy of the FDEP permit is included in the contract documents.
12. Questions/Comments
 - A. The bid form states 580 LF of 16” PVC but it does not scale that much on the drawings. What is the length of the PVC pipe portion of the project?
Response: The actual length is about 200 LF of 16” PVC. A revised bid form is attached.
 - B. Is there any Owner Purchased Material anticipated for this project?
Response: There will be no Owner Purchased Material.
 - C. No table was provided for Wage Rates.
Response: Attached is the latest Wage Rate Table for Florida.
 - D. Is there a place on site to stockpile material?
Response: Coordinate with owner for stockpile of material on the west side of the bore.
 - E. Can Fusible PVC be listed as an alternate to HDPE?
Response: Fusible PVC has been added to the Bid Form as an alternate for the HDPE bid item.
13. A Site Visit was conducted by Richard Delp.



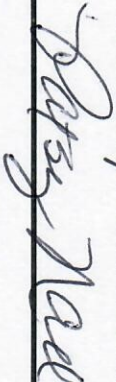








SIGN IN SHEET

Blackwater River Directional Drill - Pre Bid

October 15, 2020 __ 9:00 a.m. __

Business Name / Address	Print Name / Signature	Email / Phone #
1 DRE UTILITY SERVICES 13387 Brynna Rd. Loxahatchee FL 33470	Dustin White	dwhite@dreservices.com 904.704.9301
2 TB Landmark	Johnny Lloyd	jlloyd@tblandmark.com 904-832-1720
3 Southern Underground	Lisa Valencia	lisa@sonunder.com 305 216 0370
4 J + P Const Auction	Rusty Condra Dore	rmeriwethen@aandpconst 205-345-6631 uction.com
5 COE AND MAIN	R. KEITH HOBBS R. Keith Hobbs	KEITH.HOBBS@COEANDMAIN.COM
6 Roberson Underground Utility	Ryan Carpenter	RYAN@ROBERSONUNDERGROUND.COM 850-698-7868
7 PCC	Ben Voyner BVP	benpcc@bellsouth.net 850-476-0026

Business	Print Name / Signature	Email / Phone #
EVANS Catering Inc Carter Road FL	Keith Davis 	k5evanscatering@att.net 850-968-1957
BASKERVILLE - DANNAN 449 W. MAIN ST. PENSACOLA	Richard Deib 	rdeib@baskerville-dannan.com 850-438-9661
Boan Contracting 8000 Old 32 Fairhope	Patsy Hall 	patsy@boanec.com 857-370-4256
UTILITY SERVICE CO. INC	DANIEL GUBER 	utilityservice@uscofl.com 850-932-5342
Underground Solutions	Cand Andrews 	candrews@aesion.com 229-378-0315
ERIC LYONS / GATOR BAITING		ERIC@GATORBAITING.COM
Equix Energy Services	Cody Garrison 	cgarrison@equixinc.com

Business	Print Name / Signature	Email / Phone #
R+B Contracting	Jon Weed 	rbcontracting@aol.com
City of Milton	Joe Coak	jcoack@miltonfl.org
NORTH FLORIDA CONSTRUCTION, INC.	JAMIE MILLER 	jamie@northfloridaconst.com 850-674-5730
ANDY JOHNSON CO. INC.		on file
Diane Ebentheuer City of Milton		debentheuer@miltonfl.org 850-983-5438
City of Milton	Michele Williams	mwilliams@miltonfl.org 850.983.5480

"General Decision Number: FL20200132 08/14/2020

Superseded General Decision Number: FL20190132

State: Florida

Construction Type: Heavy

County: Santa Rosa County in Florida.

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	08/14/2020

ENGI0653-012 10/01/2012

Rates Fringes

POWER EQUIPMENT OPERATOR:

Cranes 100 Tons & Over (Conventional & Hydraulic) & Tower Cranes.....	\$ 26.30	11.13
Cranes Under 100 Tons.....	\$ 25.30	11.13
Oiler.....	\$ 23.85	11.13

Cranes with 350 feet or more boom and/or 400 ton capacity - additional \$1.10 per hour.

Cranes with 500 feet boom and/or 600 ton capacity - additional \$1.45 per hour.

IRON0798-007 10/01/2019

Rates Fringes

IRONWORKER, STRUCTURAL AND
 REINFORCING.....\$ 26.70 14.47

 LABO0517-002 05/01/2017

	Rates	Fringes
LABORER: Grade Checker.....	\$ 19.20	7.85

 * PAIN0164-006 08/01/2020

	Rates	Fringes
PAINTER: Brush, Roller and Spray.....	\$ 20.21	11.83

 SUFL2009-171 06/24/2009

	Rates	Fringes
CARPENTER.....	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.77	3.50
ELECTRICIAN.....	\$ 17.25	3.02
LABORER: Common or General.....	\$ 8.50	0.16
LABORER: Landscape.....	\$ 7.25	0.00
LABORER: Pipelayer.....	\$ 11.77	4.94
LABORER: Power Tool Operator (Hand Held Drills/Saws, Jackhammer and Power Saws Only).....	\$ 10.63	2.20
OPERATOR: Asphalt Paver.....	\$ 11.59	0.00
OPERATOR: Backhoe Loader Combo.....	\$ 16.10	2.44
OPERATOR: Backhoe/Excavator.....	\$ 15.00	2.63
OPERATOR: Bulldozer.....	\$ 15.00	4.98
OPERATOR: Grader/Blade.....	\$ 16.00	2.84
OPERATOR: Loader.....	\$ 13.89	2.07
OPERATOR: Mechanic.....	\$ 14.32	0.00
OPERATOR: Roller.....	\$ 10.76	0.00
OPERATOR: Scraper.....	\$ 11.00	1.74
OPERATOR: Trackhoe.....	\$ 20.92	5.50
OPERATOR: Tractor.....	\$ 10.54	0.00
TRUCK DRIVER, Includes Dump Truck.....	\$ 8.52	0.25
TRUCK DRIVER: Lowboy Truck.....	\$ 12.73	0.00

TRUCK DRIVER: Off the Road
Truck.....\$ 12.21 1.97

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"