

ADDENDUM NO. 1

To the Plans and Specifications for:

Seminole City Center Roadway Improvements

City of Seminole

1. BID DATE: NO CHANGE

MONDAY, MARCH 8, 2021 @ 11:00 A.M.

2. TECHNICAL SPECIFICATIONS:

TS.1 Bid Bond Forms

This section has been revised to incorporate a missing form. The section is being reissued in its entirety.

TS.2 Construction Agreement

The Construction Agreement has been revised to specify start and end dates.

The first page of the Agreement is being reissued.

3. PLANS: NO CHANGE

4. RESPONSE TO SUBMITTED QUESTIONS NONE AT THIS TIME

5. GENERAL CLARIFICATION / INFORMATION:

GC.1 Please reference the attached Sign-In Sheet from the mandatory Pre-Bid Meeting.

GC.2 Opinions of Probable Cost for each roadway can be seen below:

Schedule A (Johnson Blvd.)	\$1,079,017.50
Schedule B (Liberty Lane)	\$516,326.25
Schedule C (80 th Avenue)	\$176,401.50

As stated within the Contract Documents, the ranking of bids will be based upon Schedule D (Summary).

GC.3 Please note the following schedule as it pertains to the bidding, contract award and construction process.

Final Day for Questions	02/22/21
Addendum Issuance	02/26/21
Bid Submission	03/08/21
Package to Council	03/16/21

Council Award	03/23/21
Issue Notice to Proceed	04/05/21
Construction Completion (172 Day Duration)	09/24/21

- GC.4 The City will lead coordination efforts with the Pinellas Suncoast Transit Authority. Bus stop shelter removal and resetting will not be a scope item within this contract. However, the Contractor will be required to incorporate a relocated bus stop within Maintenance of Traffic plans.
- GC.5 Freedom Square, a large, assisted living facility, is located within the confines of the project. The Contractor shall ensure that at least one (1) driveway to this development remain in full service at all times during construction.
- GC.6 A permit will not be needed from the Florida Department of Transportation (FDOT) for the work.
- GC.7 Staging will be permitted with the limits of City-owned rights-of-way. Additionally, the City will make available City-owned land near the 70th Avenue / 113th Street intersection. The City cannot make further staging area commitments at this time.
- GC.8 It has been requested that the City review the Full Depth Reclamation specification to determine if updates are warranted. Specification changes will be documented within subsequent addenda.
- GC.9 The plans note where an existing oak tree on Liberty Lane is proposed to be removed. The Contractor shall remove this tree (including stump) to the maximum extent possible without damaging the adjacent structure.
- GC.10 It shall be noted that a Temporary Access Agreement has been obtained along the eastern right-of-way of Liberty Lane to facilitate transition grading. This Agreement permits work up to 15' within the property.

CITY OF SEMINOLE

February 18, 2021

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ (_____ an individual,
_____ A partnership, _____ a corporation Incorporated in the State of _____)
as Principal, and _____ (incorporated in the
State of _____) as Surety, are held and firmly bound unto the
City of Seminole, Florida (hereinafter called "City") in the penal sum of _____

_____ Dollars (\$) _____), lawful money of the
United States, for the payment of which sum we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS the Principal has
submitted the accompanying Bid dated _____ for

Construction of the **Seminole City Center Roadway Improvements** (the Project) for the City
and;

WHEREAS, the City has required as a condition for receiving said Bid that the Principal deposit with the City either a cashier's check, a certified check, or a letter of credit equivalent to not less than five percent (5%) of the amount of said Bid or in lieu thereof furnish a Bid Bond for said amount conditioned that in event of a failure to execute the proposed Contract for such construction and to provide the required Performance and Payment Bonds and Insurance Certificates if the Contract be awarded to the Bidder, that said sum be paid immediately to the City as Liquidated Damages and not as penalty for the Principal's failure to perform.

NOW THEREFORE, if the principal shall, within the period specified therefore, on the attached prescribed forms presented to the Bidder for signature, enter into a written Contract with the City in accordance with said Bid as accepted, and give Performance and Payment Bonds with good and sufficient Surety, or Sureties, as may be required upon the forms prescribed by the City, for the faithful performance and the proper fulfillment of said Contract, provide
Certificates of Insurance as required by said Contract, and provide all other information and documentation required by the Contract Documents, then this obligation shall be void and of no effect, otherwise to remain in full force and effect. In the event suit is brought upon this bond by the City and the City prevails, the principal and Surety shall pay all costs incurred by the City in such suit, including reasonable attorney's fees and costs to be fixed by the Court.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned representative pursuant to authority of its governing board.

Date this _____ day of _____, 2021.

Principal: _____

Address: _____

Signed: _____

Title: _____ (Seal)

Surety: _____

Address: _____

Signed: _____

Title: _____ (Seal)

INSTRUCTIONS FOR COMPLETING BID BOND

1. The full legal name and residence of each individual executing this Bond as Principal must be inserted in the first paragraph.
2. If the Principal is a partnership, the full name of the partnership and all individuals must be inserted in the first paragraph which must recite that individuals are partners composing the partnership, and all partners must execute the Bond as individuals.
3. The State of incorporation of each corporate Principal or Surety to the Bond must be inserted in the first paragraph and the Bond must be executed under the corporate seal of said party attested by its secretary or other appropriate officer.
4. Attach a copy of the power of attorney for the Surety's agent.

END OF BID BOND

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made this day of , 2021 by and between _____ (hereinafter referred to as "Contractor"), and the City of Seminole, Florida, a Florida municipal corporation (hereinafter the "City").

WITNESSETH:

WHEREAS, the City desires that Contractor perform the duties of general contractor for the construction of certain improvements, namely the **Seminole City Center Roadway Improvements** (hereinafter the "Project"); and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the Project in writing.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Statement of Work. Contractor agrees to manage and supervise the construction of the project located in the City of Seminole, Pinellas County, Florida, as directed by the City and pursuant to the City of Seminole Design Standards and according to the plans and specifications approved by the City. Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation and other construction accessories, services and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and skillful manner and in accordance with the provisions of this Agreement; and (d) execute, construct and complete all work included in and covered by this Agreement.

2. Time of Commencement and Completion. Construction under this Agreement will begin on or after April 5, 2021 and shall be completed by September 24, 2021 ("Completion Date"). The Completion Date may, at the City's sole discretion, be extended if approved by the City in writing, but in no event may the Completion Date extend beyond October 25, 2021. If, due to misconduct or neglect, Contractor fails to complete the Project on or before the Completion Date, the City may deduct liquidated damages in the amount of \$1000 the first day and \$500.00 for each additional day the Contractor works beyond this date. Such liquidated damages shall be deemed to be a genuine pre-estimate of the foreseeable damages incurred by City and in no way can be construed as a penalty. It is understood by Contractor and the City that actual damages caused by Contractor's failure to complete this Agreement on time are impracticable or extremely difficult to fix, and that the per diem deduction from the contract price will be retained by the City as payment by Contractor of liquidated damages, and not as a penalty.

3. Compensation. City shall pay and Contractor shall receive the contract price of \$ _____ as stipulated in the Notice of Award, attached to this contract as **Exhibit A** and incorporated herein by this reference, as FULL compensation for everything furnished and done by Contractor under this Agreement, including all loss or damage arising out of the work or from the action of the elements; for any unforeseen obstruction or difficulty encountered in the prosecution of the work, including increased prices for or shortages of materials for any reason, including natural disasters; for all risks of every description associated with the work; for all expenses incurred due to the suspension or discontinuation of the work; and for well and faithfully completing the work as provided in this Agreement.

4. Draw Requests. Contractor agrees to perform all work on the Project according to the schedules set forth in the approved Bid Proposal attached hereto as **Exhibit B (as amended)** and incorporated herein by this reference. Contractor shall submit weekly progress reports to the Public Works Director or his designee showing actual costs incurred and work completed. Contractor shall also submit to the City monthly draw requests for all authorized costs incurred up to that date for the Project, if the time for the work exceeds one month. Upon review and



City of Seminole
 Seminole City Center Roadway Improvements
 Invitation to Bid
 Pre-Bid Meeting
 February 18, 2021 10:00am

Name	Company	Phone	Email
S. Brian	ASAX	813-917-7543	SBrian@ASAXPA.com
Mark Rohrbaeh	APS	813 599-5167	ponderosamark@hotmail.com
Randy Shawe	APS	813 892 0056	rdshawe@hotmail.com
Marcus Epling	KEYSTONE EXCAVATORS	813 854 2342	Marcus@keystoneexcavators.com
Tony Taccalino	MTM Contractors	727528-0178	tony@mtmcontractors.com
Amanda Mameuto	City Clerk	727-391-0204	amameuto@myseminole.com
Colby Culp	PW Admin Clerk	727-397-6383	cculp@myseminole.com

