



**ADDENDUM TO BID PACKAGE**

Avenue 52/Grapefruit Boulevard Railroad Grade Separation Project

City Project No. 2009-18

**ADDENDUM NUMBER 1**

Addendum Date: October 9, 2013

**Purpose:** This addendum supplements, amends, and takes precedence over the original drawings and specifications and shall be taken into account when preparing bid proposals, and shall become part of the contract documents. Bidders shall review the Addendum work and requirements in detail and incorporate any effects the Addendum may have in their bid price.

**Note:** All requirements of the bidding documents remain unchanged except as cited herein.

**Part 1 – Amendments to Bid Documents**

**Item #1 – INSURANCE COVERAGE**

The Commercial General Liability (CGL) Insurance coverage in ARTICLE 38 is amended. Policy limits shall not be less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage.

In addition to insurance requirements specified in the contract. The Contractor shall comply with the Union Pacific Railroad (UPRR) insurance requirements specified in the UPRR New Public Highway Overpass Crossing (Construction and Maintenance) and Pipeline Crossing Agreements for work to be performed with the UPRR right of way. Refer to Item #5 on the following page.

The railroad Commercial General Liability insurance shall cover the City, including the City's Construction Management (CM) team providing CM services and Quality Assurance. The CM team consist of the following firms:

- Athalye Consulting Engineering, Inc. – Prime Consultant
  - Green Com, Inc. – Public Outreach
  - Nolte Associates, Inc. – Survey Staking
  - Twining, Inc. – Material Testing

**Item #2 – RAILROAD PROTECTIVE LIABILITY INSURANCE COVERAGE**

Note that there are two UPRR agreements for this project. It is the Contractor's sole responsibility to coordinate with UPRR and clearly declare the "Job location" and "Work", which means "work or operations to be performed by the Contractor including materials, parts or equipment furnished in connection with the work or operations" in the insurance policy. Otherwise two separate Railroad Protective Liability policies are needed.

Item #3 – Disadvantaged Business Enterprise (DBE) Requirement

- Per 49 CFR Part 26, the City established Disadvantaged Business Enterprise (DBE) goal for fiscal year 2013/2014 is **5.62%**.

Item #4 – Liquidated Damages

- The Liquidated Damages of \$7,500 each day in Article 4 is correct.

Item #5 – Additional Contract Documents

- a. Site Investigation Report (Hazardous Waste)
- b. Union Pacific Railroad – Construction and Maintenance Agreement Folder No. 2784-71
- c. Union Pacific Railroad – Pipeline Crossing Agreement Folder No. 02796-22

**Part 2 – Questions from Potential Bidders**

- Formal responses to the Pre-Bid Questions are forthcoming after questioning period ends on Oct 14, 2013.

Acknowledgement: **Bidders must acknowledge** receipt of this Addendum by signing in the space provided below. All addenda shall be included with the Bid Form. Failure to do so may result in rejection and disqualification of the Bid.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company: \_\_\_\_\_