

**CITY OF NAPLES  
PURCHASING DIVISION  
CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
NAPLES, FLORIDA 34102  
PH: 239-213-7100 FX: 239-213-7105**

**ADDENDUM NUMBER 3**

NOTIFICATION DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE & TIME:
<b>12/23/13</b>	<b>Water Treatment Plant Thickener Tank Rehabilitation</b>	<b>14-012</b>	<b>NEW 01/07/14 2:00PM</b>

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,  
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

The following is issued as an addendum identifying the below changes and clarifications for the referenced solicitation:

- **Exhibit A - Revised Bid Schedule**
- **Exhibit B - Revised Measurement and Payment (01026) Specification**

**Written question received:**

1) What coatings/lining material is approved?

**Answer: Please refer to 09900 Painting and Coating, Sec 2.10 of the specifications. NSF Series 61 certified Tnemec 20-1211 Potapox Primer epoxy-polyamide coating is required.**

2) In accordance with pre bid requirement, and on behalf of WesTech, we request that WesTech be named via addendum as an approved supplier for the subject project.

**Answer:**

- 1. WesTech Engineering Inc. of Salt Lake City, Utah is an acceptable or equal, however, direct coupled cyloidal reducers are not acceptable.**
- 2. As with Ovivo's sludge thickener mechanism, the Contractor/manufacture is responsible for any modification or adaptations required to install the thickener mechanism to the existing structure and platform without any additional cost to the CITY. Minimum clearances around equipment shall be provided to, at a minimum, match the existing clearances. The Contractor/manufacture is responsible for taking all required measurements before submitting shop drawings. This City will empty the tank to accommodate measurement taking as required.**
- 3. If WesTech's sludge thickener is proposed by the awarded Contractor, Westech shall provide calculations showing that the total load on the two side horizontal beams will be less than 11,000 lbs when their units are installed as part of the required shop drawings.**

Exhibit A - Revised Bid Schedule

CITY OF NAPLES WATER TREATMENT PLANT  
 THICKENER TANK REHABILITATION  
 BID SCHEDULE

<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total</u>
<b>1</b>	<b>Mobilization/Demobilization</b>	<b>LS</b>	<b>1</b>		
<b>2</b>	<b>General Requirements</b>	<b>LS</b>	<b>1</b>		
<b>3</b>	<b>Thickener Mechanism Rehabilitation</b>	<b>LS</b>	<b>1</b>		
<b>4</b>	<b>Thickener Tank Coating</b>	<b>LS</b>	<b>1</b>		
<b>5</b>	<b>Concrete Repair</b>	<b>SF</b>	<b>600</b>		
	<b>BASE BID TOTAL</b>				

**SECTION 01026  
MEASUREMENT AND PAYMENT**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Explanation and Definitions
- B. Measurement
- C. Payment
- D. Schedule of Values

**1.2 EXPLANATION AND DEFINITIONS**

- A. The following explanation of the Measurement and Payment for the Bid Schedule items is made for information and guidance. The omission of reference to any item in this description shall not, however, alter the intent of the Bid Schedule or relieve the CONTRACTOR of the necessity of furnishing such as a part of the Contract. Measurement and payment for all Contract Items shall be made in accordance with this section or as modified by the Supplemental Terms and Conditions.

**1.3 MEASUREMENT**

- A. The quantities set forth in the Bid Schedule are approximate and are given to establish a uniform basis for the comparison of bids. The CITY reserves the right to increase or decrease the quantity of any class or portion of the work during the progress of construction in accord with the terms of the Contract.

**1.4 PAYMENT**

- A. Make payment for the items listed on the Bid Schedule on the basis of the work actually performed and completed, such work including but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, clean up, restoration of disturbed areas, and all other appurtenances to complete the construction and installation of the work as shown on the drawings and described in the specifications.
- B. Unit prices are used as a means of computing the final figures for bid and Contract purposes, for periodic payments for work performed, for determining value of additions or deletions and wherever else reasonable.

**1.5 SCHEDULE OF VALUES**

- A. Approval of Schedule: Submit for approval a preliminary schedule of values, in duplicate, for all of the Work. Prepare preliminary schedule in accordance with the Supplemental Terms and Conditions. Submit preliminary schedule of values within 10 calendar days after the Effective Date of the Agreement. Submit final schedule of values in accordance with the Supplemental Terms and Conditions.

- B. Format: Identify each line item with number and title of the major specification items. Identify site mobilization, bonds and insurance. Include within each line item, a direct proportional amount of CONTRACTOR's overhead profit.
- C. Revisions: With each Application for Payment, revise schedule to list approved Change Orders.

## PART 2 PRODUCTS

### Not Used

## PART 3 EXECUTION

### 3.1 MEASUREMENT AND PAYMENT

- A. Make payment on the basis of work actually performed completing each item in the Bid, such work including, but not limited to, the furnishing of all necessary labor, materials, equipment, transportation, cleanup, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications. Payment for each item includes compensation for cleanup and restorations. Cost of cleanup and surface restorations (including pavement replacement) will be considered as the percentage retained in accordance with the Contract Documents, and complete payment will not be made until cleanup, restorations and as-builts are completed.
  - 1. Mobilization/Demobilization: Payment for Mobilization/Demobilization shall include all cost for preparatory work and operations in mobilizing and demobilizing for beginning/ending work, including movement of personnel, equipment, supplies and incidentals to/from the project site, and any other pre and/or post construction expense necessary for the work.
  - 2. General Requirements: Payment for General Requirements shall include all costs for insurance requirements, administrative costs, permitting (less City permitting fees), field engineering, construction schedules, construction photographs, shop drawings, temporary facilities, safety, and first aid supplies, sanitary and other facilities (as required by specifications), and all other related items as required to complete the proposed work, per the Drawings, Specifications, and City of Naples requirements.
  - 3. Thickener Mechanism Rehabilitation: Payment for Thickener Mechanism Rehabilitation shall include all costs for furnishing and installing a complete and operable system consisting of a new sludge thickener mechanism, electrical improvements, washing and blasting of nonconcrete surfaces; coating improvements of nonconcrete surfaces and shall include demolish, removal, and disposal, of existing appurtenances as required per the Drawings, Specifications, and City of Naples requirements.
  - 4. Thickener Tank Coating: Payment for Thickener Tank Coating shall include all costs for furnishing and installing a complete recoated concrete thickener tank (internal tank coatings) including coating preparation (washing and blasting); surface preparation, and coating improvements as required per the Drawings, Specifications, and City of Naples requirements.

5. Concrete Repair: Payment for Concrete Repair shall include all costs for furnishing and installing all materials and equipment necessary to repair damage to concrete surfaces of the thickener tank, including steel repairs; shall include demolish, removal, and disposal as required per the Drawings, Specifications, and City of Naples requirements. This does not include the repair to the concrete slab underneath the stairs as shown in photograph 5, nor does this include surface repairs to the concrete. Following the cleaning of the thickener tank, the Owner, Engineer and Contractor will review the concrete condition and determine which areas need to be repairs under this line item.
- B. Prior to submitting first monthly Application for Payment, Contractor shall submit to Engineer, for review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the Engineer, this schedule of values shall be used as the basis for the Contractor's monthly Applications for Payment.
- C. Prior to submitting first monthly Application for Payment, Contractor shall submit to The City a complete list of all its proposed subcontractors and materialmen, showing the work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.
- D. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the City in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the City has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the City's interest therein, all of which shall be subject to the City's satisfaction.

Contractor shall submit six (6) copies of its monthly Application for Payment to the Engineer on or before the 25<sup>th</sup> day of each month for work performed during the previous month. Invoices received after the 25<sup>th</sup> day of each month shall be considered for payment as part of the next month's application. Within ten (10) calendar days after receipt of each Application for Payment, the Engineer shall either:

1. Indicate his approval of the requested payment;
2. Indicate his approval of only a portion of the requested payment, stating in writing his reasons therefore; or
3. Return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment.

In the event of a total denial and return of the Application for Payment by the Engineer, the Contractor may make the necessary corrections and resubmit the Application for Payment. The City shall, within thirty (30) calendar days after the Engineer's approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the City be obligated to pay any amount greater than that portion of the Application for Payment approved by the Engineer.

- F. The City shall retain ten (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the Engineer for payment, whichever is less. Such sum shall be accumulated and not released to the Contractor until final payment is due.
- G. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.
- H. Contractor agrees and understands that funding limitations exist and that the expenditure of funds must be spread over the duration of the Project at regular intervals based on the Contract Amount and Progress Schedule. Accordingly, prior to submitting its first monthly Application for Payment, Contractor shall prepare and submit for the Engineers review and approval, a detailed Project Funding Schedule, which shall be updated as necessary and approved by the City to reflect approved adjustments to the Contract Amount and Contract Time. No voluntary acceleration or early completion of the Work shall modify the time of payments to Contractor as set forth in the approved Project Funding Schedule.

### 3.2 PAYMENTS WITHHELD

- A. The Engineer may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The Engineer may nullify the whole or any part of any approval for payment previously issued and the City may withhold any agreement between the City and Contractor, to such an extent as may be necessary in the City's opinion to protect it from loss because of:
  1. Defective Work not remedied;
  2. Third party claims filed or reasonable evidence indicating probable filing of such claims
  3. Failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment;
  4. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount;
  5. Reasonable indication that the Work will not be completed within the Contract Time;
  6. Unsatisfactory prosecution of the Work by the Contractor; or
  7. Any other material breach of the Contract Documents.
- B. If these conditions in Subsection 5.1 are not remedied or removed, the City may, after three (3) days written notice, rectify the same at Contractor's expense. The City also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor whether relating to or arising out of this Agreement or any other agreement between Contractor and the Engineer.

### 3.3 FINAL PAYMENT

- A. The City shall make final payment to Contractor within thirty (30) calendar days after the Work is finally inspected and accepted by both the City and the Engineer in accordance with Section 20.1 herein provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished the City with any and all documentation that may be required by the Contract Documents and the City.
- B. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against the City arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by the City shall be deemed to be a waiver of the City's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the Engineer at the time of final inspection.

**END OF SECTION**