

MIAMI-DADE COUNTY
DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTPW)

ADDENDUM NO. 1
September 2, 2022

PROJECT: Roadway Improvements to SW 268 St from SW 139 Ave to SW 119 Ave
Project No. 20210224

BID DUE DATE: September 21, 2022; 02:00 P.M.

FROM: Miami-Dade County DTPW
Capital Improvements Division
111 NW First Street, 14th Floor
Miami, FL 33128
305.375.2930

TO: Prospective Bidders and Interested Parties

This Addendum forms part of the project solicitation documents and will be incorporated into the Contract Documents, as applicable. Insofar as the Original Contract Documents, Drawings and Specifications are inconsistent, this Addendum shall govern. Please acknowledge receipt of this Addendum, at the time of bid submittal to Miami-Dade County, in the space provided on the "Acknowledgement of Addenda Form" provided with the project solicitation documents. Failure to acknowledge receipt of all addenda may be cause for disqualification.

CHANGES TO THE SOLICITATION DOCUMENTS:

A. Article 10.01 to the Instruction to Bidders:

Delete Article 10.01 in its entirety and replace with the following:

- 11.01 The Contract Times are stipulated in the Supplementary Conditions and may include applicable Milestones. The Work must be Substantially Completed within 700 days after the date when the Contract Time commences to run as provided in Subarticle 1.06 N of the General Requirements of the Specifications to the Contract Documents; and all requirements of the Contract Documents completed to the Engineer's satisfaction, including the completion of all punch list items, delivery to the Engineer of all required deliverable, and completion of any remaining Site restoration; and be ready for final payment within 760 calendar days after the date when the Contract Time commences to run. DTPW Estimates Liquidated Damages to be about \$4,769.00 per calendar day.

B. Article 1.07 to the Supplementary Conditions:

Delete Article 1.07 Subarticle A., in its entirety and replace with the following:

- A. In accordance with Miami-Dade County Ordinance No.'s 97-52, 14-98, and 97-158; A.O. 3-22, a 8.83% Small Business Enterprise-Construction (SBE-CONST) Contract Measure has been established for this Project. SBD Worksheet can be found under Appendix B to these Specifications Contractor must comply with the requirements of the Internal Services Department, Small Business Development Division (SBD) Small Business Enterprise-Construction Program (SBE-CONST) Participation Provisions and a 0.62% Small Business Enterprise Services (SBE-S) Goal. A current copy of the provisions may be obtained at <http://www.miamidade.gov/business/business-certification-programs.asp>.

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CHANGES TO VOLUME I, STANDARD CONSTRUCTION GENERAL CONDITIONS:

As to Article 9. Progress Payments of the Standard Construction General Conditions:

Section A Payments, Sub article 3. Delete in its entirety and replace with the following:

In making such progress payments, a maximum off five percent (5%) as may be amended in the Contract Documents, of the estimated amount shall be retained from each progress payment made to the Contractor until Fifty Percent (50%) Completion of the work has been established. Fifty Percent (50%) completion is defined as the point in time when at least 50% of the Work under contract has been physically and satisfactorily completed in accordance with the intent of the Contract Documents as determined by the Architect/Engineer. At this point, the retainage amount withheld from each subsequent progress payment shall be reduced by 50% or not to exceed two and five tenths-percent (2.5%) and the accumulated excess amount of retainage will be released to the Contractor, unless such amount is the subject of a good faith dispute, the subject of a claim brought pursuant to Florida Statute 255.05, or otherwise the subject of a claim or demand by the Owner or Contractor. If, at the discretion of the Owner, any time after Fifty Percent (50%) Completion of the work has been established, the Owner finds that satisfactory progress is being made, it may authorize any of the remaining progress payments to be made in full. Also, whenever the Work is Substantially Complete, the Owner, if it considers the amount retained to be in excess of the amount adequate for its protection, may release to the Contractor all or a portion of such excess amount.

END OF ADDENDUM NO. 1



Alfredo E. Muñoz, P.E.

Chief, Capital Improvements Division

Department of Transportation and Public Works (DTPW)

AM:jbp

cc: Jean Bernard Philippeaux, DTPW

Marcia Martin, ISD

Clerk of the Board

Fernando Mardones, DTPW

Rene Idarraga, P.E. DTPW

Project File