



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Hwy 90
Chipley, Florida 32428

KEVIN J. THIBAUT, P.E.
SECRETARY

January 12, 2021

ADDENDUM NO. 1

To: ALL PROPOSAL HOLDERS
FINANCIAL ITEM NUMBER: 42216027207
CONTRACT NUMBER: E3U26-R0
DESCRIPTION: Asset Maintenance Contract for Bay and Calhoun Counties

BIDS TO BE RECEIVED: February 5, 2021

If you are a PROPOSAL HOLDER, this is your authorization to make the following changes to the plans and specification packages you now have for the subject project:

Page 38 - 4.5 USE OF DEPARTMENT PROPERTY AND BUILDINGS – Section 4.5 is deleted and replaced with the following new Section 4.5.

Page 55 – ATTACHMENT I - DEPARTMENT CONTRACTS THAT WILL CONTINUE INTO THE ASSET MAINTENANCE CONTRACT – Attachment I is deleted and replaced with the following new Attachment I.

Please use this revision when preparing your bid.

Sealed bids will be received until 2:00 p.m. local time on February 5, 2021 in the District Three Procurement Services Conference Room, Room 230, Administration Building, 1074 Highway 90, Chipley, Florida.

AMENDMENT NOTIFICATION

If you are a PROPOSAL HOLDER, please go to the District Three Contracts Administration Asset Maintenance Contracts <https://www.fdot.gov/contracts/d3/asset-maintenance> or the Contract Proposal Processing <https://fdotwp2.dot.state.fl.us/Login/Default.asp> to download Amendment No. 1, file E3U26-R0.

Please sign this addendum in the space provided and email back to roland.ybarra@dot.state.fl.us

If you have any further questions please contact Roland Ybarra by phone at (850) 330-1364 or by email at roland.ybarra@dot.state.fl.us.

Sincerely,

lor

Ranae Dodson
District Procurement Manager
RD:ry
c.c. Tim Hendrix, District Maintenance Engineer, file

Rec'd by: _____
Company: _____
Date: _____
Fax: (850) 330-1494

Addendum Number 1

January 12, 2021

TO THE: Contract Package

FOR: Asset Maintenance Contract for Bay and Calhoun Counties.

Financial Project No. 422160-2-72-07

Contract No.: E3U26-R0

The Scope of Services for the Asset Maintenance Contract for Bay and Calhoun Counties shall be amended as follows:

PAGE 38 – 4.5 USE OF DEPARTMENT PROPERTY AND BUILDINGS - Section 4.5 is deleted and replaced with the following new Section 4.5.

4.5 USE OF DEPARTMENT PROPERTY AND BUILDINGS

The Contractor may use its own facilities, but the Florida Department of Transportation (Department) will make available to the Contractor the use of certain designated areas at the Department's Operations Center located at 3633 Highway 390, Panama City, FL 32405. The specific facilities and areas that will be available are designated in Attachment III. The Contractor is responsible for payment of all Operations Center utility bills. The specific Operations Center utility bills and other utility bills that the Contractor is responsible for are detailed within the information posted on the Department's Contract Proposal Processing Online Ordering System. The Contractor is responsible for the repair of any damage to the facility caused by negligence. Any general or routine maintenance repairs to the facility will be the Department's responsibility.

The Contractor shall perform all outdoor landscape/vegetation maintenance for the entire Panama City Operations Center complex. Grounds shall at all times be maintained and aesthetically pleasing. The Contractor shall submit a Comprehensive Landscape/Vegetation Maintenance Plan annually to the Department by the second week of January each year. This plan will outline routine maintenance activities for the Panama City Operations Center to include, but not limited to, herbicide application, litter removal, weed control, mowing, edging, pruning, fertilization, pest control (to include control on entire grounds as well as all building interior areas), irrigation system maintenance, etc. Mowing operations shall only be performed on weekends or before/after normal business hours (6:30AM-5:00PM CST Mon-Fri). The Department's Asset Maintenance Project Administrator will evaluate the Comprehensive Landscape/Vegetation Maintenance Plan within 14 days after receipt and will notify the Contractor of any additional information required and/or changes that may be necessary. The Project Administrator will reject any part of the Plan that is unacceptable. The Project Administrator will notify the Contractor within seven days after receipt of proposed changes of their acceptance or rejection.

Contract Number BE855 (Renewal #1) is currently in place between the Department and RESPECT of Florida and provides for janitorial services for all buildings at the Panama City Operations Center. This contract expires August 31, 2021.

The Contractor shall be responsible for the removal and proper disposal of recyclable materials (paper and aluminum cans) located in the Panama City Operations recycle bins. Contents of these receptacles should be removed on a quarterly basis or as deemed necessary by the Department and conveyed to a proper recovery facility that deals in recycled materials.

The Contractor will not use the Department property in any manner for personal advantage, commercial gain, or other endeavors by the Contractor or the Contractor's employees other than in the performance of the work described in this contract. The issue or loan of Department property, for non-Department activities or for personal use is prohibited. If the facility, capital equipment, or other Department-furnished property is used for any other purpose, the Department will have the option of immediately revoking the use of the property.

The Contractor will further use and occupy the Department facilities in a careful and proper manner, and not commit any waste thereon. The Contractor is responsible for all costs associated with hazardous conditions resulting from the Contractor's negligence or actions or omissions of responsible action.

No structures, improvements or renovations of any kind will be placed upon the land without prior written approval from the Department's Asset Maintenance Project Administrator for Bay and Calhoun Counties. Any such structures or improvements will be constructed in a professional and competent manner, following all applicable building codes, at the Contractor's cost and expense (which includes obtaining any necessary building permits). The Contractor, at the option of the Department and at the cost and expense of the Contractor, will remove any structures or improvements constructed by the Contractor by midnight on the day of termination of this Contract and the area restored to its condition at the time the Contract was originally executed. The Contractor does hereby accept the Department facilities in the depicted areas as now being in fit and tenantable condition for all purposes of the Contractor.

The Contractor will manage, control, and safeguard the Department facilities. Prudent property management will be the responsibility of each Contractor manager, employee, and representative. Contractor managers and employees will prevent instances of fraud, waste, and abuse, and they will correct property management deficiencies.

The Contractor will have the responsibility for security of the designated Department facilities, capital equipment, and other Department furnished items/areas through the term of the Contract. As part of a districtwide initiative the Department previously re-keyed Department facilities at the Panama City Operations Center to provide for the immediate need to enter a facility whether due to unannounced facility visits (Department inspections, Fire Marshal inspections, etc.) or in assisting during first responder response situations. The patent protected key system solution (Schlage Restricted Everest D) presently utilized at the Panama City Operations Center will remain in place, and locks shall not be changed

by the Contractor. Furthermore, in order to maintain key control the duplication of keys is prohibited without first obtaining proper authorization from the Department.

The Department and Contractor will perform joint inspection of the designated Department facilities at the start of the Contract and annually thereafter. Upon completion of the Contract, the Contractor will be responsible for returning the facilities to the Department in equal or better condition than when received.

The Contractor will submit immediate written notification to the Department Project Administrator upon determining that any element of the facilities or its contents is in need of maintenance, repair, or replacement. The Department Project Administrator will make the determination as to the necessity of the work and the cause of the damage being normal wear and tear or acts of nature to be paid for by the Department, or abuse, misuse, accident, or vandalism on the part of the Contractor to be paid for by the Contractor. The Contractor will repair or replace (including acquiring necessary permits) damaged Department facilities and capital equipment to their pre-damaged condition or better and will become the property of the Department. For the case of normal wear and tear, the Department Project Administrator will have the option to repair or replace, and the option of completing the work utilizing a subcontractor through a three quote process solicited by the Contractor, Department forces, or other available means.

The Department will, at any time, have the right to enter the property for purposes of inspection, including conducting an environmental assessment. Such assessments may include but would not be limited to maintenance and operation inspections, and any other actions that might be reasonable and necessary. The Department's right of entry will not obligate inspection of the property by the Contractor. In the event of emergency due to a release or suspected release of hazardous waste on the premise, the Department will have the right of immediate inspection, and the right, but not the obligation, to engage in remedial action, without notice.

The Contractor will not assign or sublet all or any part of the Department property to any private/public parties (persons or corporations).

The Contractor is responsible for compliance with Part 1910 of Title 29 of the Code of Federal Regulations to assure safe work practices are observed in work activities and operations conducted at the Department facilities.

The Contractor will remove its equipment, tools, supplies, and materials from Department facilities upon completion of the Contract. The Department will observe the removal of the Contractor's equipment, tools, supplies, and materials.

PAGE 55 – ATTACHMENT I - DEPARTMENT CONTRACTS THAT WILL CONTINUE INTO THE ASSET MAINTENANCE CONTRACT – Attachment I is deleted and replaced with the following new Attachment I.

ATTACHMENT I

**DEPARTMENT CONTRACTS THAT WILL CONTINUE INTO THE ASSET
MAINTENANCE CONTRACT**

DISTRICT/ AREA	CONTRACT NUMBER	DESCRIPTION	CONTRACT END DATE	CONTRACTOR
3	BE855	JANITORIAL SERVICES	8-31-2021	RESPECT OF FLORIDA
3	ARW34	STATE TRAFFIC SIGNAL MAINTENANCE AGREEMENT	PERPETUAL	CITY OF LYNN HAVEN
3	ARW35	STATE TRAFFIC SIGNAL MAINTENANCE AGREEMENT	PERPETUAL	CITY OF PANAMA CITY BEACH
3	ARW37	STATE TRAFFIC SIGNAL MAINTENANCE AGREEMENT	PERPETUAL	CITY OF SPRINGFIELD
3	ARW45	STATE TRAFFIC SIGNAL MAINTENANCE AGREEMENT	PERPETUAL	CITY OF CALLAWAY
3	ARW61	STATE TRAFFIC SIGNAL MAINTENANCE AGREEMENT	PERPETUAL	CITY OF PARKER
3	ARX09	STATE TRAFFIC SIGNAL MAINTENANCE AGREEMENT	PERPETUAL	BAY COUNTY
3	ARX12	STATE TRAFFIC SIGNAL MAINTENANCE AGREEMENT	PERPETUAL	BAY COUNTY FOR CITY OF PANAMA CITY
3	ARW48	STATE TRAFFIC SIGNAL MAINTENANCE AGREEMENT	PERPETUAL	CITY OF BLOUNTSTOWN
3	E3U10-R0	INSPECTION, MANAGEMENT, MAINTENANCE OF IDENTIFIED TRAFFIC SIGNAL SYSTEMS & DEVICES	1-1-2024	INGRAM SIGNALIZATION, INC.
3	AQ968	STATE HIGHWAY	PERPETUAL	BAY COUNTY

		LIGHTING AGREEMENT		
3	AQ971	STATE HIGHWAY LIGHTING AGREEMENT	PERPETUAL	CALLAWAY
3	AQ998	STATE HIGHWAY LIGHTING AGREEMENT	PERPETUAL	CITY OF LYNN HAVEN
3	AQA02	STATE HIGHWAY LIGHTING AGREEMENT	PERPETUAL	CITY OF MEXICO BEACH
3	AQA07	STATE HIGHWAY LIGHTING AGREEMENT	PERPETUAL	PANAMA CITY
3	AQA08	STATE HIGHWAY LIGHTING AGREEMENT	PERPETUAL	CITY OF PANAMA CITY BEACH
3	AQA09	STATE HIGHWAY LIGHTING AGREEMENT	PERPETUAL	CITY OF PARKER
3	AQA17	STATE HIGHWAY LIGHTING AGREEMENT	PERPETUAL	CITY OF SPRINGFIELD
3	AQ966	STATE HIGHWAY LIGHTING AGREEMENT	PERPETUAL	TOWN OF ALTHA
3	AQ969	STATE HIGHWAY LIGHTING AGREEMENT	PERPETUAL	CITY OF BLOUNTSTOWN