



Florida Department of Transportation

RON DESANTIS
GOVERNOR

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KEVIN J. THIBAUT, P.E.
SECRETARY

March 6, 2020

ADDENDUM NO. 5

To: PROSPECTIVE BIDDERS AND PLAN HOLDERS

FINANCIAL PROJECT NUMBER: 445866-1-72-01

CONTRACT NUMBER: E5V69

COUNTY: Lake, Seminole

DESCRIPTION: Wekiva Parkway Asset Maintenance

SCOPE OF SERVICES

Pages 7 and 8 of the Scope of Services have been revised. Please go to the online ordering website at <https://fdotwp1.dot.state.fl.us/contractproposalprocessingonlineordering/> to download the document titled "E5V69Addendum5". Please substitute these sheets for the like-numbered sheets in the Scope of Services you now have.

NOTIFICATION

All PROPOSAL HOLDERS must acknowledge receipt of this Addendum on the Proposal Of Form (# 375-020-56) in the space provided. Failure to acknowledge receipt of this Addendum may cause your bid to be deemed non-responsive.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Sloan". The signature is written in a cursive, flowing style.

Michelle Sloan
Procurement Services Manager
District 5

Similarly, the Department will reduce payment to the Contractor if the Contractor experiences a substantial economic savings during the previous year due to any combination of the following occurring four (4) possibilities:

1. A change to any of the statewide maintenance programs, policies, procedures, standards, manuals, handbooks, guides, specifications, or any other Federal, State or Local documents used to monitor the performance of this contract.
2. Reduced maintenance during the active construction of roadways, structures, and facilities that were not included in the 'Snap-Shot' provided under 1.8 above of the Department's Work Program at the time of the Contractor's original Technical Proposal due date or renewal date.
3. Reduced maintenance due to the elimination or planned destruction of roadways, structures, and facilities.
4. Reduced maintenance due to the transfer of ownership of Department-owned roadways, structures, and facilities to other non-Department entities.

A substantial economic savings is defined as a cost savings exceeding three percent (3%) of the annual contract amount. If cost savings are identified, payment to the Contractor will be reduced only for savings greater than the three percent (3%) threshold. The three percent (3%) is not cumulative year to year; it is reset at the beginning of each new contract year.

1.8.3 The Contractor is responsible for performing any and all maintenance work as needed to meet the performance requirements of the Contract including Asphalt Repair - Mechanical (Routine Maintenance Activity 412), and Repair or Replace Storm Drains, Side Drains, Cross Drains (Routine Maintenance Activity 456). Maintenance activity numbers, activity descriptions, and units of measure are available for reference in the Department's *Maintenance Cost Handbook*. The Contractor is not responsible for performing Asphalt Repair - Mechanical, and Repair or Replace Storm Drains, Side Drains, Cross Drains beyond the thresholds established below as long as preventative maintenance activities have been performed and documented by the Contractor. If the asphalt removal and replacement, drainage structure and pipe maintenance exceeds the thresholds below, coordinate with the Department's other contractor that will perform this work in accordance with 8-4.4, or if directed by the Department, perform this work. If directed by the Department to perform this work, the Department will compensate the Contractor in accordance with 4-4.

1.8.3.1 Annual threshold of included Asphalt Repair - Mechanical (excluding any repairs due to damage caused by a third party and any repair to asphalt as a result of conducting other repair operations such as drainage/utility repairs): 4% of the annual contract value.

1.8.3.2 Annual threshold of included Repair or Replace Storm Drains, Side Drains, Cross Drains: 3% of the annual contract value.

1.8.4 The Department may conduct an assessment (not to exceed once every 30 days) of the corridor/area to evaluate general conformance to the MRP criteria requirements and the performance criteria for Bold Landscape maintenance by conducting a corridor drive through inspection for litter removal, tree trimming, mowing, and Bold Landscaping. This is NOT an interim MRP evaluation. If performed, the Department will conduct this routine assessment together with the Contractor representative on a day mutually agreed upon at least 2 business days in advance. The expected level of performance criteria by the Department for this assessment is obvious signs of effort by the Contractor to perform the litter removal, tree trimming, ~~and~~ mowing operations, and Bold Landscape maintenance without obvious signs of neglect. Discrepancies are defined as not meeting general overall MRP criteria or Bold Landscape performance criteria in the applicable characteristics reviewed during the drive through evaluation. If discrepancies are noted, the Contractor will have ten (10) calendar days to cure noted discrepancies. Any discrepancies not mutually agreed upon between the Contractor and the Department will be submitted to the District Maintenance Engineer (DME) for disposition of action. Contractor will incur a cumulative \$1,000/day deduction (maximum of \$28,000/month) for any/all items not addressed in the drive through evaluation that are determined to be Contractor responsibility. Deductions that accrue in the initial cure period will not be assessed so long as noted discrepancies are completed to the satisfaction of the Department within the cure period timeframe. If the Contractor demonstrates exceptional performance with no discrepancies identified in four (4) consecutive assessments, these evaluations may be suspended at the Department's discretion for litter removal, tree trimming, and/or mowing.