



***Xpress Hickory Grove Park and Ride Lot Construction Work***  
**Solicitation No. 20-012– Addendum #4**  
**August 6, 2019**

This Addendum #4 to SRTA Solicitation No. 20-012 is being issued in accordance with Section 2.5 of the Invitation to Bid. SRTA Solicitation No. 20-012 is hereby amended as follows:

**PART 1-Solicitation Offer and Award**

- Section 2.19-Responsiveness of Bids shall be revised to include the following:

Contractor must utilize the Offer Document No. #5 – Bid Form provided to indicate pricing to perform the Work itemized in the Bid Form. The entire Bid form must be completed appropriately, without exception, in its entirety, signed by the Contractor's personnel with authority to obligate the Contractor and attached to the sourcing event with bid response. The Bid Form must be filled out completely in only the provided data fields. Contractors must enter the value in the "Bid Unit Price" column for each corresponding line of the sourcing event. The provided fields for "Bid Unit Price", "Bid Line Total", "Total Bid Amount" must be filled in with price data in US Dollars rounded up to the nearest Cent value. Contractors must enter a value of "0" if there is no charge for the line item. The dollar value entered in the "Total Bid Amount" section must be written and spelled out word by word in the provided field data for "Total Bid Amount in Dollar and Cent (spelled out in words only). At SRTA's discretion, any data fields or cells left blank or cells containing "n/a" to indicate not available will be interpreted as "no offer" and will be cause for rejection of the bid response. The total contract amount for the total price of items listed in Bid Form shall encompass all applicable taxes, labor, overhead, profit, contingencies, etc. necessary for a complete Work

- Section 2.28-Requesting Site Access shall be added after Section 2.27-Bid Substitutions, Alternates and Exceptions and shall read as follows:

Any request to access the Site for performing any pre-bid survey shall be emailed to the Issuing Officer, by the requester official company email address. The requesting email shall include the requester's company name, type of the intended survey, survey equipment to be used, survey duration, anticipated start date and time, and the company's emergency contact information both on and off site. If the request is approved by SRTA, SRTA will provide the requesting company with a letter granting temporary access to the site.

- Offer Document #5 – Bid Form Revised 7-11-2019 is hereby deleted in its entirety and replaced with the Offer Document #5 – Bid Form Revised 08-01-2019, attached hereto.

## **PART 2-Scope of Work**

- All references to “Offer Document #1 – Construction Plans” are changed to “Attachment 1 – Construction Plans.”
- Attachment 1 – Construction Plans is hereby deleted in its entirety and replaced with the Construction Plans with a revision date of . 08/01/2019. The Construction Plans, revised as of 08/01/2019, may be accessed here: <https://www.dropbox.com/sh/uqklbw9orciux6y/AAA4hkSCvUxLL7VJL7Xcm5Lja?dl=0>
- Section I GENERAL INFORMATION: The table included in the ITB Part 2, Section I (GENERAL INFORMATION), subsection J, is modified as follows:
  - Section #430 (Portland Cement Concrete Pavement) is deleted in its entirety.
  - Section #439 (Portland Cement Concrete Pavement (Special)) is added.
  - Section #687 (Traffic Signal Timing) is added.
- A new subsection K is hereby added to Section I-GENERAL INFORMATION and shall read as follows:

Contractor shall complete Work by the Project Acceptance Date, which is four hundred twenty-seven (427) calendar days from issuance date of the Notice-To-Proceed by SRTA, unless otherwise directed by SRTA. The successful Contractor will be required to submit a proposed Project Schedule and Work Breakdown Structure based on the anticipated project duration to SRTA for review and approval within fourteen (14) calendar days of the Notice of Award posting date. Milestone dates for purposes of calculating the liquidated damages will be based upon the project duration (427 calendar days).

- Section VI-SPECIAL TERMS AND CONDITIONS: Subsection E is deleted in its entirety and hereby reserved. The Contractor shall no longer provide a Field Engineer’s Office.

### **Part 3 – Contract**

Section 19.2 (Retention) is deleted in its entirety and replaced with the following:

#### **19.2 Retention**

Work performed shall be subject to a retainage of ten percent (10%) of the invoiced and paid amount associated with any aspect of the Work. SRTA will retain the following amounts from each properly submitted invoice:

19.2.1 Until the value of the Work completed, including stored materials, is at least 50 percent of the Contract amount, 10 percent of the value of all Work satisfactorily completed, including stored materials.

19.2.2 When the value of the completed Work totals at least 50 percent of the Contract amount, SRTA will discontinue retaining additional amounts provided the Work is progressing satisfactorily and there is no specific cause for retaining a larger sum. The total amount retained will be at least 5 percent of the Contract amount, adjusted for Change Orders, until the date of final payment.

19.2.3 SRTA may elect to reinstate retention of 10 percent of the value of the Work completed if at any time the Contractor fails to make satisfactory progress or if there is other specific cause. Satisfactory progress is identified as conforming to the construction progress schedule or its modifications, approved by SRTA.

19.2.4 SRTA will not accept any form of collateral in lieu of cash as retainage.

19.2.5 Amounts retained by the Contractor from payments due to suppliers and subcontractors (expressed as a percentage) shall not exceed that being retained by SRTA.

19.2.6 When all Work is completed or time charges have ceased, and pending final acceptance and final payment, the amount retained may be reduced at the discretion of SRTA, subject to agreement by the Contractor and his Surety. However, no reduction in retainage payment will be made until the Contractor has filed an application for payment of a portion of the retainage and waiver of all claims, except claims filed with SRTA prior to the date of said application and except claims for adjustment as to quantities of Contract Items appearing on the final statement to the Contractor.

19.2.7 The retainage shall be paid upon Final Invoice (defined below in **Section 19.15 (Final Payment)**), less any amounts due SRTA pursuant to other sections of the Contract Documents. The Contractor shall not withhold retainage from a Contractor Party who is also a Disadvantage Business Enterprise.

#### **ATTACHMENTS**

- Attachment 2-Project Geotechnical and Soil Report and DWG files, attached hereto, are **PROVIDED FOR INFORMATION ONLY** and are not guaranteed to be indicative of actual conditions and shall not bind SRTA in any way.

All other terms and conditions of SRTA Solicitation No. 20-012 not specifically addressed in this Addendum #4 shall remain in full force and effect.