



Procurement Department Bid Office  
Customer Center 1<sup>st</sup> Floor, Room 002  
21 W. Church Street  
Jacksonville, Florida 32202

January 26, 2018

ADDENDUM NUMBER: One (1)

TITLE: Construction Services for Herschel St PS FM Replacement from Herschel St to Challen Ave

JEA SOLICITATION NUMBER: 057-18

BID DUE DATE: February 13, 2018

TIME OF RECEIPT: 12:00 PM

TIME OF OPENING: 2:00 PM

**THIS ADDENDUM IS FOR THE PURPOSE OF MAKING THE FOLLOWING CHANGES AND CLARIFICATIONS:**

- 1) **CHANGE:** In section 2.6.1. Warranty (Construction) the warranty period has changed from one (1) year to two (2) years as shown in bold and highlighted below.

**2.6.1. WARRANTY (CONSTRUCTION)**

Unless otherwise stated herein, the Company unconditionally warrants to JEA for a period of not less than **One (1) two (2)** year from the date of issuance of the Certificate of Substantial Completion that all Work furnished under the Contract, including but not limited to, materials, equipment, workmanship, and intellectual property, including derivative works will be:

- o Performed in a safe, professional and workman like manner; and
- o Free from Defects in design, material, and workmanship; and
- o Fit for the use and purpose specified or referred to in the Contract; and
- o Suitable for any other use or purpose as represented in writing by the Contractor; and
- o In conformance with the Contract Documents; and
- o Merchantable, new and of first-class quality.

The Company warrants that the Work shall conform to all applicable standards and regulations promulgated by federal, state, local laws and regulations, standards boards, organizations of the Department of State, and adopted industry association standards. If the Work fails to conform to such laws, rules, standards and regulations, JEA may return the Work for correction or replacement at the Company's expense, or return the Work at the Company's expense and terminate the Contract.

If the Company performs services that fail to conform to such standards and regulations or to the warranties set forth in the first paragraph of this Section, the Company shall make the necessary corrections at Company's expense. JEA may correct any services to comply with standards and regulations at the Company's expense if the Company fails to make the appropriate corrections within a reasonable time after notice of the Defect from JEA.

If Work includes items covered under a manufacturer's or Subcontractor's warranty that exceeds the requirements stated herein, Company shall transfer such warranty to JEA. Such warranties, do not in any way limit the warranty provided by the Company to JEA.

If, within the warranty period, JEA determines that any of the Work is defective or exhibit signs of excessive deterioration, the Company at its own expense, shall repair, adjust, or replace the defective Work to the complete satisfaction of JEA. The Company shall pay all costs of removal, transportation, reinstallation, repair, and all other

associated costs incurred in connection with correcting such Defects in the Work. The Company shall correct any Defects only at times designated by JEA. The Company shall extend the warranty period an additional twelve (12) months for any portion of the Work that has undergone warranty repair or replacement, but in no case shall the maximum warranty period be extended beyond thirty-six (36) months.

JEA may repair or replace any defective Work at the Company's expense when the Company fails to correct the Defect within a reasonable time of receiving written notification of the Defect by JEA, when the Company is unable to respond in an emergency situation or when necessary to prevent JEA from substantial financial loss. Where JEA makes repairs or replaces defective Work, JEA will issue the Company a written accounting and invoice of all repair work required to correct the Defects.

Where spare parts may be needed, Company warrants that spare parts will be available to JEA for purchase for at least seventy-five percent (75%) of the stated useful life of the product.

The Company's warranty excludes any remedy for damage or Defect caused by abuse, improper or insufficient maintenance, improper operation, or wear and tear under normal usage.

Note that JEA intends to perform a warranty inspection prior to the expiration of the warranty period. JEA will notify the Company and the Company Representative shall attend the inspection. All discrepancies identified at said inspection shall be corrected by the Company within a reasonable timeframe.

## **2) REVISED AND ADDITIONAL DOCUMENTS:**

Drawing Replacements (Replace Appendix C Construction Drawings) :

- Replace the following sheets with the attached pdf:
  - Replace Sheet G-1 (Cover) with the attached pdf. The IFB bid number, bid due date, and JEA availability number were updated.
  - Replace Sheet C-1.00 with the attached pdf. Survey test hole data was updated.
  - Replace Sheet C-1.01 with the attached pdf. Survey test hole data was updated.
  - Replace Sheet C-1.06 with the attached pdf. Survey test hole data and Riverside Avenue tie-in location were updated.
  - Replace Sheets C-3.01 thru C-3.03 with the attached pdf. Approximate sidewalk, curb and gutter, Case X pavement repair, and mill and overlay quantities were added to the drawings.
  - Replace Sheet MOT-1 with the attached pdf. Pedestrian Access Requirements were updated.
  - Replace Sheet MOT-3 with the attached pdf. MOT sign placement and match line were updated.
  - Replace Sheet MOT-4 with the attached pdf. MOT sign placement and match line were updated.

Replace (Appendix A Technical Specifications and Appendix B Bid Workbook):

- The technical specification issued with this Addendum 1 replaces the technical specifications issued with the original Solicitation. Section 909 was updated and Sections 940 and 941 were added.
- The bid workbook issued with this Addendum 1 replaces the bid workbook issued with the original Solicitation.

**\*\*\*\* Bidder shall acknowledge this Addendum on the Bid Form\*\*\*\***