Indian River County Purchasing Division purchasing@ircgov.com



ADDENDUM NO. 2

Issue Date: November 5, 2020

Project Name: Sector 3 Beach and Dune Restoration

Bid Number: 2021012

Bid Opening Date: November 13, 2020

This addendum is being released to provide answers to questions received and provide the updated Technical Drawings for the project.

The information and documents contained in this addendum are hereby incorporated in the invitation to bid. This addendum must be acknowledged where indicated on the bid form, or the bid will be declared non-responsive.

NO ADDITIONAL QUESTIONS WILL BE ACCEPTED OR ANSWERED.

Bidder's attention is directed to Tables 5 and 9 of the Construction Specifications for qualifications submittals required at the time of bid. These items are in addition to the mandatory documents detailed in Section 00200 Instructions to Bidders.

Bidders shall make the following modification to the plans:

Delete the reference to the Jahna Haines City Mine on Plan Sheet OV-1. This mine has not been approved by FDEP for this project (and is not referenced in the FDEP permit enclosed).

Attachments:

Revised Sector 3 Profiles - APTIM

Questions and Answers

- **1. Q.** Will Saturday and Sunday work we allowed for truck haul projects? If so will IRC be paying for the County and engineering staff or will it be a responsibility of the contractor?
 - A. Response provided in Addendum 1.
- **2. Q.** Will the contractor be allowed to close the entire park(s) during the duration of the project?
 - A. The County is not placing a limit on the number of access points that can be used simultaneously; however, beach access points must be actively used for construction and shall

be restored when activities are no longer actively occurring. It is the intent that the Contractor only use actively use access points without minimal stand by or down time.

- 3. Q. (a & b) Current Contract (Oct/Nov.) As listed in the Project Description Page 1 of Section 00100 Advertisement for Bids, Indian River County Bid No 2021012. The Project entails re-nourishment of the northern portion of the County's Sector 3 Beach & Dune Restoration Project via placement of about 307,000 cubic yards of beach-compatible sand fill and about 200,710 native dune plants over 3.7 miles of Atlantic Ocean beach in central Indian River County.

 Original Contract (Aug/Sept) As Listed in the Project Description Page 1 of Section 00100 Advertisement for Bids, Indian River County Bid No.2020055. The Project entails re-nourishment of the County's Sector 3 Beach & Dune Restoration Project via placement of about 670,600 cubic yards of beach-compatible sand fill and about 352,120 native dune plants over 6.6 miles of Atlantic Ocean beach in central Indian River County.
 - a) The plans issued with bid # 2021012 (current contract) are the same as the plans issued with bid # 2020055 (original contract), yet the quantity of material to be placed along with the overall beachfill distance as listed in the project descriptions summaries has decreased from project to project. Is it the Clients intent for the Contractor to place the reduced amount of material on the maximum amount of beach as listed in the current plans?
 - **b)** The Contractor is requesting the Client review the documents and clarify as to what the beachfill footages are to be with the new Bid requirements.
 - A. As identified in the Technical Specifications, construction for this bid is to take place between FDEP R Monuments R-20 and R-40. The fill templates for this section have been updated to reflect the inclusion of the summer 2020 surveys, and as such, fill volumes and dune plantings have been adjusted to reflect this information.
- **4. Q.** The Plan Sheets provided for this project appear to be the same as the previous Sector 3 Beach Fill Project. Please provide updated Plan Sheets, indicating the revised fill extents and design.
 - A. Revised sheets included as part of this addendum.
- **5. Q.** Based on internal takeoffs of the beach fill template provided, we note that the advertised quantity is not sufficient to reach R-40, falling several thousand feet short. Please clarify.
 - A. Please see revised fill templates provided as part of this addendum.
- **6. Q.** Please confirm that both Sub Areas of the borrow site are available for Contractor to use, as indicated in the Specifications.
 - A. Sub Area 2 is to be dredged first, as stated on sheet 43 of 44 of the construction plans. The County will consider relocation to Sub Area 3 if the available sand is exhausted within Sub Area 2.
- **7. Q.** Will any/all required onshore sea turtle nest monitoring be performed by the County and/or their representative(s)?
 - A. The County will be responsible for all required sea turtle nest monitoring, including nighttime monitoring, consistent with EP 6.12.2.1.
- **8. Q.** Will any/all required hard bottom monitoring be performed by the County and/or their representative(s)?

- A. The County is responsible for pre and post-construction nearshore hardbottom edge mapping and monitoring along the beach fill template. The pipeline corridor surveys are the responsibility of the contractor and shall be conducted in compliance with the FDEP approved biological monitoring plan.
- **9. Q.** Is the contractor responsible for verifying pipeline corridors or performing periodic and/or postconstruction inspections?
 - A. The pipeline corridor surveys are the responsibility of the contractor and shall be conducted in compliance with the FDEP approved biological monitoring plan. GP 16.5 shall be amended as follows:

Pipeline Corridors: Six (6) pipeline corridors are shown in the Plans. The corridors extend across the nearshore hardbottom that persists offshore and the length of the fill placement area. The CONTRACTOR's submerged pipeline extending from offshore to the fill placement area shall be located within these corridors. The CONTRACTOR shall employ pipeline collars or a similar type of device to support the pipeline across existing hardbottom to minimize impacts to hardbottom. The approximate seaward edge of hardbottom, based on available data from 2016 and 2019, is shown in the Plans for informational purposes only. The pipeline corridors extend offshore beyond the -30 feet NAVD contour based on beach profile surveys conducted in February 2020. The CONTRACTOR shall be responsible for locating and avoiding impacts to hardbottom during construction. The CONTRACTOR shall be responsible for all assessment of impacts, remediation, mitigation, fines, etc. resulting from unauthorized impacts to the hardbottom. The CONTRACTOR shall be responsible for the pre-, during, and post-construction monitoring of the pipeline corridors in accordance with the FDEP approved Biological Monitoring Plan.

- **10. Q.** We note that the USACE Permit for the works is pending. Given the conditions contained therein could impact contractor's pricing, when does the County anticipate issuing this permit?
 - A. Draft USACE Permit was included as an attachment to addendum 1. The County does not anticipate any major changes to the final permit once issued that would deviate from the draft received.
- **11. Q.** The Specifications do not include a Variation in Estimated Quantity. We recommend including this clause for +/- 25% of the bid quantities.
 - A. This provision is contained within the Sector 3 Technical Specifications. Please refer to GP 19.2, Offshore Borrow Area TP 8.6, Upland Sand Sources TP 6.6.
- 12. Q. In reference to Part 1 Supplemental General Provisions GP-11.5 and Part II Technical Provisions Offshore Borrow Area TP-10.5, TP-13.16 and TP-26.10 regarding unsuitable materials, if the contractor executes the work within the limits of the County's designated borrow areas and in accordance with the County's specifications, any encounter of unsuitable material should not have punitive consequences to the contractor. The inclusion of remediation measures without establishing compensation rates for the work places an undue risk on the Contractor to perform remediation of material that is found within the contract dredge limits of the borrow areas that are defined by the County.

Please consider the addition of an optional bid items for remediation of unsuitable material on the beach, such as screening and disposal of unsuitable material for nominal quantities.

- A. The County has reviewed this request, and no changes are warranted at this time.
- **13. Q.** The AIS Easement Map posted on the County's website indicates that there have been some denials and various lots are still pending. Please provide a status of the easements and if the county anticipates any more denials. How does the County intend to deal with gaps in fill, due to easement denials? What restrictions will be placed on the contractor in these areas? Will contractors still be able to pipe across and operate equipment above MHW, to ensure a continuous fill operation?
 - A. The County is still pursuing easements within the project limits. Project limits may be adjusted based on easements obtained. The County's website has a link to the easement statuses. www.ircgov.com/easements. No sand will be placed landward of ECL, if present, or MHW in areas where no easement has been obtained. Pipeline or equipment can only be placed or be in transit seaward of ECL, if present, or MHW on properties with no easements. Where specific parcels or ranges of parcels have denied easements, or easements have not been obtained, the Contractor will be required to slope the plan profile to the existing conditions at the boundaries of the parcel(s) not receiving sand.
- 14. Q. Is contractor allowed to sail over the exclusion for the magnetic anomaly on BA-PV?
 - A. The exclusion area shown on the plans is a dredge/bottom disturbing buffer (no anchoring, dredging, etc). The contractor can sail over the exclusion for magnetic anomaly as shown on the plans. The contractor should exercise proper caution as a mariner and review nautical charts of any potential obstructions within the area as well.
- **15. Q.** With regards to Section 00800 Supplemental Condition to the General Conditions SC-15.01.A OWNER May Suspend Work, while we understand the need for the County to have the authority to suspend work, the language in this condition attempts to put all monetary risk of suspensions outside of the Contractor's control on the Contractor, including suspensions caused directly by the County. This condition also has the unintended consequence of increasing project costs, as a prudent Contractor must either decide against bidding or include widely varying contingency costs in their bids to protect against the risk of suspensions that may never occur. For these reasons, we request this condition be revised to provide the contractor compensation for suspensions resulting from actions of the County, its representative(s), agents and/or contractors.
 - A. The County has reviewed this request and determined that no changes are warranted.
- **16. Q.** Regarding the County's response in Addendum 1, first answer: "The County will allow for Saturday work for Truck Haul projects. If the Contractor remains on track for project completion by the substantial completion date, the fees associated with weekend inspector oversight will be borne by the County. Should the Contractor inefficiently use the 5 day work week and expect to catch up using Saturday work, then the inspector oversight fees will be passed on to the Contractor." Is it correct to interpret this as:
 - If it's a truck haul working 6 days. Mon-Sat, on track for completion by the substantial completion date, all inspector oversight costs will be paid by the County.
 - If it's a truck haul working 5 days. Mon-Fri, and a Saturday or Saturdays are needed. Those Saturday costs will be charged to the contractor.
 - If it's a dredge project working 5 days, or 6 days, or 7 days. All inspector oversight costs will be paid by the County.

This does not seem to make sense in any kind of fair way. Can you clarify?

If applicable, What are the estimated costs for inspector oversight per Saturday?

A. A truck haul project working 5 or 6 days a week will have inspector oversight fees for Saturday work covered by the County provided that the contractor is on track for completion by the substantial completion date. If the County determines that the Contractor did not sufficiently staff the project with trucks, equipment, and/or staff during the 5 day work week, the inspector oversight fees for Saturday work will be passed on to the Contractor. Saturday work is not to take the place of construction activities taking place Monday through Friday, it is to supplement the weekday work. If a dredge project is awarded, construction activities are anticipated to take place 7 days a week with inspector oversight being covered by the County.

















