



ADDENDUM NO. 3

Issue Date: August 26, 2020

Project Name: Sector 3 Beach and Dune Restoration

Bid Number: 2020055

Bid Opening Date: September ~~30~~, 2020

This addendum is being released to provide answers to questions received, extend the deadline for receipt of bids and modify the plans and specifications.

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:

Geotechnical Report – ATM

Questions and Answers

1.0 In the project specifications, Section 15.3 Plant Size and Containers specifies 4-inch individual plant containers. The plan drawings specify 1-inch liner plants. The industry standard for these species are 1-inch liners in trays. Will 1-inch liners in trays be acceptable for this project?

The technical specifications override the plans for the dune vegetation; the information contained within the drawings is inaccurate and should reference the 4-inch individual plant containers.

3.0 The Specifications aren't clear as to what the Contractor's is expected of the Contractor once a beach fill acceptance section has been accepted by the Client.

- a. Please confirm that upon Contractor's completion of a fill section ("Acceptance Section") and the Engineer's acceptance thereof, Contractor will no longer be responsible to maintain and protect the fill and shall no longer be required to maintain Builders Risk Coverage on the Acceptance Section.

Please refer to GP 31.1 in the Construction Specifications.

3.0 Bidding the Sector 3 & Sector 7 projects individually, but on the same day at the same time, does not allow the contractors to apply any mobilization and demobilization savings to the County, as well as other cost-saving synergies. Additionally, if both contracts are awarded to different dredging firms, various issues will arise in the shared borrow area, impacting both schedule and cost.

- a. Multiple dredges working in a small borrow area is a safety concern, but is further compounded with restrictions on sailing outside the borrow area, exclusion zones and strict corridors. This will result in delays to both contractors.
- b. There is limited quantity of suitable material available in the borrow area. In order to avoid over digging and possibly encountering unsuitable material, the contractor has to frequently monitor the depths of the borrow area and plan dredge digging locations. Having another contractor working in the same borrow area at the same time will make it extremely difficult to manage the borrow area and increase the contractors risk of overdigging.
- c. If the projects are not performed at the same time the contractor that performs the work first may deplete areas of the borrow area or reduce the face significantly. The second contractor will find a borrow area with less available suitable material and different contours than in the bid documents. It is highly likely that this change in the borrow area will have an adverse effect on the contractor's production.

The contractor will utilize Sub Area 3 initially for construction of Sector 3 with Sub Area 2 being utilized for Sector 7. The County will consider relocation to Sub Area 2 if the available sand is exhausted from Sub Area 3. There is sufficient sand fill within the borrow area to construct the Sector 3 and 7 projects. Access corridors were designed to provide sufficient dimensions to allow vessel traffic and required by resource agencies to protect natural resources within the project area.

4.0 We recommend these projects be bid separately, which would allow contractors to apply cost-savings, in lieu of pricing costly stand-alone bids and avoid costly risk impacts.

The County has reviewed this option and has determined it is in the best interest of the County to bid the projects separately.

5.0 Please provide some additional details on the intent and the anticipated scope of the Force Account line item.

See Article 13.14 of the Section 00200 Instruction to Bidders.

6.0 The following questions reference the Itemized Bid Schedule and are related to one another:

- a. Bid Item 2 for Beach Fill has a unit of Tons, however, the specifications note that measurement for payment is to be by cubic yard in place on the fill. Please clarify.
- b. The quantity for Bid Item 3 reflects the stated beach fill quantity in cubic yards, however, it contains a description of "Beach Tilling and Scarp Leveling", not Beach Fill. Please clarify.

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- c. Is the intent that Bid Item 2 be quoted by the upland source (i.e. trucking) option, while Bid Item 3 be quoted by the offshore source (i.e. dredging) option?
- d. Will another bid item for tilling and scarp leveling be added, or should this work be included in the unit rate for Beach Fill?

Please refer to updated Bid Schedule (Page 00310-3) contained in Addendum 2.

7.0 Please confirm that dredging and discharging onshore can take place 24 hours per day, 7 days per week.

Dredging and discharge operations can take place 24 hours per day, 7 days per week, consistent with GP 17.2. A project schedule must be provided to the County at the pre-construction conference for approval and coordination for compliance with local noise ordinances.

8.0 Are hopper dredges constrained to sailing within the noted access corridors, or will they be allowed to sail more direct routes, as long as hard bottoms are not disturbed? If constrained, is it a violation of a permit or other regulation if the contractor inadvertently sails outside of the area because of weather, small boat traffic or other unplanned events?

The intent of the vessel access corridors is to safely convey and restrict dredge, scows, and deep draft vessels to deep water and were developed in consultation with the resource agencies. No cables or anchors are permitted within vessel access corridors except at borrow area and at wideners in vicinity of pipeline access corridors. Access corridors were designed with sufficient width to allow for marine traffic. Hopper dredges are currently restricted to the access corridors. If the Contractor proposes a deviation from the access corridors depicted within the construction plans, a revised corridor shall be submitted to the County for review and acceptance by State and Federal resource agencies. Please refer to EP 6.12.3 for consequences associated with non-compliance.

9.0 Will any/all required onshore sea turtle nest monitoring, including nighttime monitoring if required, be performed by the County and/or their representative(s)?

The County will be responsible for all required sea turtle nest monitoring, including nighttime monitoring, consistent with EP 6.12.2.1.

10.0 Will any/all required hard bottom monitoring be performed by the County and/or their representative(s)?

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.

11.0 Is the contractor responsible for verifying pipeline corridors or performing periodic and/or post-construction inspections?

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

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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.

12.0 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?

The USACE permit is expected mid-September.

13.0 The Sector 7 Specifications include a Variation in Estimated Quantity clause for +/- 25% of the bid quantities. We recommend including this clause in the Sector 3 Specifications as well.

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.

14.0 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.

The County has reviewed this request, and no changes are warranted at this time.

15.0 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 to establish a rate for this work if it becomes necessary.

There will be no inclusion of additional bid items.

16.0 The AIS Easement Map posted on the County's website indicates that there have been some denials and various lots are still pending. 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 any gaps in fill above MHW, to ensure a continuous fill operation? Will the contractor be allowed to drive construction equipment through these areas? Does the County anticipate any delays to the project before or during construction resulting from easement issues?

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. No delays due to easements are anticipated during construction.

17.0 Specifications cite a Geotechnical Investigation performed by Applied Technology; however, we did not find this report in the documents provided. Please provide said report to bidders for review.

Please find the report attached to this Addendum.

18.0 Is contractor allowed to sail over the exclusion for the magnetic anomaly within the borrow areas limits depicted on sheet BA-PV?

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.

19.0 It was stated that the contractor was responsible for the burying or damage to the hard bottom. Please confirm that the contractor is not responsible for hard bottom that is buried, covered or damaged due to project related turbidity that falls within the levels outlined in the permit. Please also confirm that the contractor is not responsible for any hard bottom that may be buried or covered as a result of sand migrating from the within the beach template.

The contractor will not be responsible for impacts allowed for by permits. The contractor will be responsible for impacts resulting from direct burial due to gross overfill and negligence. Please refer to Offshore Borrow Area TP 12.6 and EP 6.12.3.

20.0 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.

The County has reviewed this request and determined that no changes are warranted.

21.0 The Contract Documents state if the County performs other work at or adjacent to the Site with the County's employees, or through contracts for such other work, then the County shall give Contractor written notice thereof prior to starting any such other work. Please confirm whether any such work is scheduled or anticipated.

No other known major beach work is planned at this time. Construction of a County dune cross-over structure may occur during construction of the project; however, this is limited in footprint.

22.0 Please include a waiver of consequential damages by deleting Supplementary Condition SC-5.07 Waiver of Rights effectively adding it back to the General Conditions.

The County has reviewed this request and determined that no changes are warranted.

23.0 Please remove Supplementary Condition SC-15.01 OWNER May Suspend Work in order to allow Contractor an equitable adjustment in Contract Price for suspensions of work by the Owner due to no fault of the Contractor. Or in the Alternative please provide for standby time and demobilization and remobilization costs for such suspensions of work.

Please refer to response to item 21 above.

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24.0 Please confirm whether this project is federally assisted; that is whether it is funded in whole or in part by the federal government. If so, please identify any domestic product preference requirements (i.e. Buy America).

The project is federally funded under a Public Assistance Grant, and applicable federal requirements included within the bid documents.

25.0 Please confirm Contractor is solely responsible for damage to known utilities and will not be responsible for damage to utilities not shown on the plans and specifications or identified by Florida's utility locator service.

The contractor is responsible to follow State and Federal regulations for the location and protection of all underground facilities. Costs to repair damages to the underground facilities is the responsibility of the contractor.

26.0 Can you clarify the plant container size? The Planting Detail on Sheet D-2 of the plan set reference a 1" liner but the technical provisions mention a 4" rigid plastic container.

The technical specifications override the plans for the dune vegetation; the information contained within the drawings is inaccurate and should reference the 4-inch individual plant containers.

27.0 I am reaching out for information regarding the process to become an approved upland sand source for beach sand. We have tested our material and found that it meets the specs called out in the IRC beach projects, just need to know where to go from here.

Alternate sand sources and associated permitting are the responsibility of the contractor. A bidder may propose an alternate upland sand source for the project; however, the Bidder must obtain written documentation of resource agency (FDEP and USACE) approval as a sand source for this project, and this documentation shall be submitted with the bid response which will be subject to County approval. For future projects, the County may put out another RFQ for additional potential sand sources.

28.0 Sheet PA-BV states the available volume in Sub Area 1 is 559,000 cubic yards and this area is to be dredged first. Since this project requires the placement of 670,000 cubic yards, if the contract is performed by a dredging contractor both areas must be utilized. Given the shallow depths in sub area 3 we recommend the County allow the contractor to dredge both areas simultaneously. This will allow the contractor to optimize operations and result in a lower unit cost.

The contractor will utilize Sub Area 3 initially for construction of Sector 3. The County will consider relocation to Sub Area 2 if the available sand is exhausted from Sub Area 3. If a single contractor is awarded both projects, both Sub Areas may be dredged concurrently.

29.0 Are collars required for the entire submerged pipeline length or just through the areas that pass through the confirmed hard bottom areas?

For hardbottom resources that cannot be avoided within the pipeline corridors, minimization measures (collars or risers or floating pipeline) must be used to limit impacts to the resources.

30.0 We request the bid date be extended to allow the contractors to review the responses to the outstanding questions.

The bid date has been amended to reflect an opening date of September 9, 2020.

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31.0 Please confirm that the dredging and associated beach operation will be allowed to progress on a 24 hours a day, 7 days a week schedule for the Sector 3 beach fill project.

Dredging and discharge operations can take place 24 hours per day, 7 days per week consistent with GP 17.2. A project schedule must be provided to the County at the pre-construction conference for approval and coordination for compliance with local noise ordinances.

32.0 Please clarify how the contractor will be compensated for waiting time if 2 separate contractors or working from the same borrow area concurrently.

The contractor will utilize Sub Area 3 initially for construction of Sector 3. The County will consider relocation to Sub Area 2 if the available sand is exhausted from Sub Area 3. If a single contractor is awarded both projects, both Sub Areas may be dredged concurrently.

33.0 Please confirm that if a hopper dredge is used for this project, that it will have to remain in the Sail – Pipeline corridor even when not conducting dredging operations.

Hopper dredges are currently restricted to the access corridors. Seaward of the borrow area, dredge vessels can sail without limitations when not conducting dredging operations. Hopper dredges actively working on the project must adhere to the access corridors illustrated in the construction plans.

34.0 Please confirm that a hopper dredge will be allowed to transit outside of the borrow area limits for purposes of turning and maneuvering, as long as no excavation is conducted outside the limits.

Hopper dredge may transit outside of the borrow area limits for turning and maneuvering as long as no excavation or ground disturbing activities occur.

35.0 Can you tell me if you will accept a Digitally Signed Bid Bond by the Attorney-In-Fact?

Yes, we will accept.