



St. Johns River

Water Management District

Ann B. Shortelle, Ph.D., Executive Director

525 Community College Parkway S.E. • Palm Bay, FL 32909 • 321-984-4940
On the internet at www.sjrwmd.com.

DATE: August 3, 2021
TO: Prospective Respondents
FROM: Amy Lucey, Sr. Procurement Specialist
SUBJECT: Addendum #5 to Invitation for Bids # 36965, S-96 Rehabilitation

As a result of inquiries, the following clarifications/changes are provided for your information. Please make all appropriate changes to your bid documents. Note: changes are reflected with original language shown with strike-through and new language is underlined.

- Q1: Refer to Addendum 4, Question 10. Please clarify and provide an updated bid form.
A1: See revised cost schedule and statement of work.
- Q2: Since bid deadline has been extended to August 26th, 2021; is question deadline also extended to 10 days prior to new bid date?
A2: Per the bid package, page 6, INQUIRIES AND ADDENDA, paragraph 2, Every request for a written interpretation or correction must be received at least **nine** days prior to opening of Bids in order to be considered.
- Q3: Please confirm that the District will be designated as generator of any pre-existing hazardous materials found on site and will be identified as such on all disposal documents.
A3: Confirmed.
- Q4: Please confirm that the Contractor will be paid for materials delivered to the site but not incorporated into the work.
A4: After the structure is dewatered, the Contractor and District shall inspect the structure to verify the extent of repairs. See revised cost schedule. Items that say, "...**(IF REQUIRED)**" on the cost schedule might not be necessary or applicable to the project. Contractor may not be paid for these items if they are ordered or delivered to the site without concurrence from the District. Although RIPRAP bid items 30 – 32 are planned quantities, the contractor will be paid for the full quantities shown in the cost scheduled if delivered to the site.
- Q5: Please provide the references for "FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE" which are capitalized and referenced in article 2b at the top of page 28, but not provided in the contact documents
A5: See revised paragraphs 2b and 13.
- Q6: In order to be able to provide the best pricing possible, we would like to request that the county lower the liquidated damages amount from 0.5% of the contract value (Approximately \$14,660/Day) to 0.05% of the contract value per day
A6: See revised paragraph 2a on page 27.

- Q7: Please confirm that the Contractor shall not be defaulted for Cause if an cure plan is submitted and accepted by the District prior to the end of the cure period provided
- A7: Refer to paragraph 12. (f) and 15. (a), pages 32-34.
- Q8: ITB, Draft Agreement, Section 36 outlines the risk of loss obligation for the Contractor. Please confirm the Contractor's risk of loss will end at Substantial Completion or when the Work is put to its intended use, whichever occurs earlier, as it is not equitable to give the Contractor the risk for loss it cannot insure. Contractor's risk of loss should end upon Substantial Completion or at the point the Work is put to its intended use by the District, whichever occurs first.
- A8: Contractor's risk of loss ends at project completion.
- Q9: ITB, Attachment B, 2nd paragraph states that any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Deductibles are the sole responsibility of the first named insured on the policy and not the responsibility of the owner or any other additional insureds on the policy. Because there is no financial exposure to the District, Contractor's deductibles should be at the sole discretion of the Contractor. Please consider the below revision:
- "Any ~~deductibles or~~ self-insured retentions above \$100,000 must be declared to and approved by the District."*
- A9: No revisions will be made to this paragraph.
- Q10: – ITB, Attachment B, (d) outlines the Umbrella Liability insurance requirements including the applicable policy limit of \$2 million per occurrence. This coverage is written on an "per occurrence" and "aggregate" limit basis. Please confirm the aggregate limit is also \$2 million
- A10: Confirmed.
- Q11: – ITB, Attachment B, (f) outlines the Pollution Liability insurance requirements include the applicable policy limit of \$1 million per claim. Our coverage is on an occurrence basis, which is broader protection than "claims made" since coverage is not limited to claims made during the policy period. Please confirm this is acceptable and that the aggregate limit is also \$1 million.
- A11: Confirmed
- Q12: With the available information provided for the hoist. The hoist still needs to be designed. Your A20 response from Addendum 4, says the hoist does not need engineering? So, we would like to make sure...Does the mechanics of the hoist lifting system require calculation and engineered documentation?
- A12: The District anticipates the contractor to submit shop drawings, materials lists, manufacturer cut sheets, calculations, and an operation and maintenance manual. However, the District will not require the hoist submittals to bear the seal of a Licensed Professional Engineer. Note that each gate weighs approximately 32,000 lbs. Operating forces for the gate shall be determined based on an unbalanced head condition of 15.8 ft. Refer to Sheets S26 and S27 of the plans and revised Statement of Work, I. BACKGROUND. The hoists need to be designed and manufactured to lift each gate. Refer to Parts 1.03 and 1.05 of Specification Section 14611 Vertical Lift Gate Operating Systems, which was attached to Addendum 4.
- Q13: The current Bid Bond Form IFB 36965 has a Scheduled Date of Opening of August 5, 2021. Will this be changed by Addendum to the New Bid Date of 8-26-2021?

- A13: As was discussed at the pre-bid meeting, these forms are samples for reference only. A revised Bid Bond Form is attached to this Addendum.
- Q14: Are Contractors permitted to use drones on site?
- A14: The use of drones by a Contractor or Subcontractor is prohibited on District property.
- Q15: I would like to know what the options are for discharging waste water from the hydro scarification and pressure washing process. We would like to discharge on site and need to know what, if any, discharge standards we need to follow in terms of water quality.
- A15: Refer to the conditions of each permit included with Addendum 3. In past structure rehab projects, the structure was cofferdamed and continuously pumped dry. Water from hydrodemolition and pressure washing activities collected around the structure within the cofferdam area. Pumped discharges exited between the sheetpile cofferdam and turbidity barrier.

Modifications:

1. Sample Agreement Page 27, 2.a. LIQUIDATED DAMAGES has been modified as follows:
 - (a) If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Contractor shall, as a part of the consideration for this Agreement, pay the District the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the District would sustain in such event. The amount of liquidated damages shall be one ~~half~~ twentieth of one percent (~~0.5~~ 0.05%) of the total contract amount per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the District, such as the cost of finding a replacement Contractor for completion of the Work if this Agreement is terminated by the District for non-performance.
2. Sample Agreement, Page 28, b. has been modified as follows:
 - (b) Contractor shall not be charged with liquidated damages or any excess cost when the District determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.
3. Sample Agreement, page 32, Item 13. FORCE MAJEURE; DELAYS, has been added as follows:

13. FORCE MAJEURE; DELAYS

- (a) Force Majeure. Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g)

severe wind storm, (h) acts of public disturbance, (I) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.

(b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay. If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

Attachments:

Pages 13, 14 Revised Cost Schedule

Revised Cost Schedule Excel – separate cover

Bid Bond Form, page 24

Sample Agreement Pages 27, 28

Sample Agreement Page 32

Attachment A, Statement of Work, I. BACKGROUND, page 49; IV. TASK IDENTIFICATION, pages 52, 53, 55, 56

NOTE: The Bid Opening remains 2:00 p.m., **Thursday, August-26, 2021**

Please acknowledge receipt of this Addendum on the **BID FORM** provided in the bid package.

If you have any questions, please e-mail me at alukey@sjrwmd.com.

COST SCHEDULE

Include this form in the response

Bid to be opened at 2:00 p.m., ~~August 5, 2021~~ August 26, 2021.

To: ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

In accordance with the advertisement requesting bids for the S-96 Rehabilitation, subject to the terms and conditions of the Agreement, the undersigned proposes to perform the Work for the price contained in the following schedule (fill in all blanks).

If said bid exceeds the estimated amount previously provided, the District expressly reserves the right to increase, decrease, or delete any class, item, or part of the Work, as may be determined by the District.

Respondents are reminded to refer to "PREPARATION AND ORGANIZATION OF BID DOCUMENTS" for information to be included with the bid package.

The bid will be awarded to the lowest responsive and responsible Respondent for the Total Bid Cost.

The bid will be awarded to the lowest responsive and responsible Respondent for items one through 51.
RESPONDENTS MUST PROVIDE COSTS FOR ALL LISTED ITEMS.

Cost schedule continued on the next page.

COST SCHEDULE - Revised Addendum 5 S-96 REHABILITATION					
ITEM NO.	DESCRIPTION AND ASSUMPTIONS	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION	1	LS		
2	EROSION AND SEDIMENT CONTROL	1	LS		
3	TEMPORARY COFFERDAMS	1	LS		
4	PUMPING/DEWATERING	1	LS		
5	REMOVAL OF SEDIMENT AND DEBRIS	30	CY		
6	CONCRETE - HYDRODEMOLITION OF ERODED SURFACES	5,300	SF		
7	CONCRETE - PRESSURE WASHING SURFACES	2,400	SF		
8	CONCRETE - ISOLATED PATCHING (IF REQUIRED)	30	CF		
9	CONCRETE - REBAR REPAIR (IF REQUIRED)	50	LF		
10	CONCRETE - CRACK REPAIR (IF REQUIRED)	150	LF		
11	CONCRETE - SAWCUTTING	200	LF		
12	CONCRETE - ERODED SURFACE REPAIR	5,300	SF		
13	CONCRETE - SURFACE COATING	7,700	SF		
14	CONCRETE - TESTING SERVICES	4	LS		
15	CAULK SERVICE BRIDGE EXPANSION JOINTS	76	LF		
16	PAINT EMBEDDED STEEL	1	LS		
17	SHEET PILING - EXCAVATE AND BACKFILL RIPRAP	1	LS		
18	SHEET PILING - WELDED CAP PLATES (IF REQUIRED)	34	EA		
19	SHEET PILING - ANCHOR PLATE CONNECTIONS (IF REQUIRED)	10	EA		
20	SHEET PILING - STEEL PLATE REPAIR (IF REQUIRED)	200	LBS		
21	SHEET PILING - PAINTING	2,500	SF		
22	DEMOLITION - SAFETY BARRIERS AND PILES	1	LS		
23	DEMOLITION - STAFF GAUGES AND PILES	1	LS		
24	DEMOLITION - FENCING	280	LF		
25	DEMOLITION - HANDRAILS	120	LF		
26	DEMOLITION - GUARDRAILS	221	LF		
27	DEMOLITION - EXISTING WARNING SIGN AND LIGHT	1	LS		
28	RIPRAP - BREAK GROUDED AREAS AND REGRADE	1	LS		
29	RIPRAP - STRIPPING NEW AREAS	1	LS		
30	RIPRAP - FDOT BANK AND SHORE	500	TONS		
31	RIPRAP - FDOT DITCH LINING	100	TONS		
32	RIPRAP - FDOT BEDDING STONE	210	TONS		
33	RIPRAP - GEOTEXTILE	350	SY		
34	SAND BACKFILL AND COMPACTION	420	TONS		
35	SAFETY BARRIER STEEL PILES	1	LS		
36	SAFETY BARRIERS	1	LS		
37	STAFF GAUGE STEEL PILES	1	LS		
38	STAFF GAGES AND GATE POSITION GUIDES	1	LS		
39	STILLING WELL LINE - 3-INCH DIA. PVC	150	100 LF		
40	ALUMINUM FENCING	280	260 LF		
41	ALUMINUM HANDRAIL	120	LF		
42	STEEL GUARDRAIL	222	LF		
43	WARNING SIGNS	3	EA		
44	SOLAR WARNING SIGN LIGHTS	3	EA		
45	SOLAR MARINE BEACON LIGHTS	3	EA		
46	GATE REHABILITATION	2	EA		
46.1	GATE COLLARS (IF REQUIRED)	1	EA		
46.2	WHEELS - TURNING DOWN AND BANDING (IF REQ'D REQUIRED)	1	EA		
46.3	AXLES (IF REQUIRED)	1	EA		
46.4	RAILS (IF REQUIRED)	70	LF		
46.5	RAIL CLIPS AND WASHERS (IF REQUIRED)	100	EA		
46.6	SHIMS (IF REQUIRED)	100	EA		
47	CABLE DRUM HOIST	2	EA		
48	AS-BUILT SURVEY	1	LS		
49	SITE CLEANUP AND DEMOBILIZATION	1	LS		
50	DAILY OVERFLOW IMPACT FEE	10	DAYS		
51	SUPPLEMENTAL WORK ALLOWANCE				\$150,000
TOTAL COST					

BID BOND FORM

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
STATE OF FLORIDA

KNOW ALL MEN BY THESE PRESENTS that _____, whose address is: _____, (“Principal”), and _____, whose address is _____, (“Surety”), are held and firmly bound unto the St. Johns River Water Management District, whose address is 4049 Reid Street, Palatka, Florida 32177 (the “District”), in the Penal Sum of _____ dollars (\$ _____) lawful money of the United States, for the payment of which we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has submitted the accompanying bid for Bid 36965, S-96 Rehabilitation , which is scheduled to be opened on ~~August 5, 2021~~ August 26, 2021.

NOW, THEREFORE, if Principal shall not withdraw this bid within 60 days after date of bid opening and shall within ten days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the bid as accepted, and shall give such bond or bonds as may be specified in the contract documents, with good and sufficient sureties, as may be required, for the faithful performance and proper fulfillment of the contract and give such bonds within the time specified; and, if Principal shall pay the District the difference between the amount specified in bid and the amount for which the District may procure the required work supplies, if the latter amount be in excess of the former, then the above obligations shall be void, and of no effect, otherwise to retain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way diminished, impaired, or affected by any extension of the time within which the District may accept such Bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the parties have executed this statement under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being affixed below and this statement being signed by his representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

PRINCIPAL

(Official Title)

By: _____

(typed name) (SEAL)

SURETY

(Official Title)

By: _____

(typed name) (SEAL)

NOTE: If Principal and Surety are corporations, the respective corporate seals should be affixed and attached. Attach a certified copy of Power-of-Authority appointing individual Attorney-in-Fact for execution of bid bond on behalf of Surety.

Project Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.

- (f) **Failure to Meet Schedule.** If progress of the Work falls five percent or more behind schedule, except as a result of District-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent or more behind schedule, the District may advise Contractor through a “cure” notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

13. **FORCE MAJEURE; DELAYS**

(a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The District is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.

(b) **Delay.** Contractor shall not be compensated for delays caused by Contractor’s inefficiency, rework made necessary by Contractor’s error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Within ten days after the onset of a delay, Contractor shall notify the District in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten days after the inception of the delay shall only be effective as to additional costs or delay incurred during the ten day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. Failure to provide this notice waives any claim for extension of time or additional compensation resulting from such delay. If the delay is due to the failure of another District contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the District, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

14. **MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK**

- (a) **Modification of Specifications.** No verbal agreement or conversation with any officer, agent, or employee of the District after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the District. The presence or absence of a District inspector shall not relieve Contractor from any requirements of this Agreement. The District’s Project Manager may also issue a District Supplemental Instruction (DSI) form (Attachment C) to authorize minor adjustments to the Work that are consistent with the purpose of the Work. A DSI may not be used to change the Total

**AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ TO/FOR
S-96 REHABILITATION**

THIS AGREEMENT is entered into by and between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (the "District"), whose address is 4049 Reid Street, Palatka, Florida 32177-2571, and _____ ("Contractor"), whose address is _____ . All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, Contractor agrees to furnish and deliver all materials and perform all labor required for 36965, S-96 Rehabilitation (the "Work"). In accordance with IFB 36965, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for bids, proposals, or qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) bid, proposal, or qualifications submittals; (5) Agreement, including the Statement of Work, and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the body of this Agreement shall prevail. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 – 4). The parties hereby agree to the following terms and conditions.

1. TERM

- (a) The term of this Agreement shall be from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date survive termination or expiration hereof.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is July 30, 2022, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

2. LIQUIDATED DAMAGES

- (a) If Contractor neglects, fails, or refuses to satisfactorily complete the Work by the Completion Date, Contractor shall, as a part of the consideration for this Agreement, pay the District the amount stipulated herein, not as a penalty, but as liquidated damages for such breach, for each day Contractor is in default thereafter. This amount is fixed and agreed upon between the parties due to the impracticability and extreme difficulty of ascertaining the actual damages the District would sustain in such event. The amount of liquidated damages shall be one ~~half~~ twentieth of one percent (~~0.5~~ 0.05%) of the total contract amount per day. Liquidated damages shall be deducted from payments as they become due and may be deducted from the retainage due upon completion. They constitute an agreed-upon liquidated sum solely for consequential damages attributable to delay and are not a substitute for any other consequential damages incurred by the District, such as the cost of finding a replacement Contractor for completion of the Work if this Agreement is terminated by the District for non-performance.

- (b) Contractor shall not be charged with liquidated damages or any excess cost when the District determines that Contractor's reasons for the time extension are acceptable in accordance with **FORCE MAJEURE; DELAYS; EXTENSION OF COMPLETION DATE**. A written extension of the Completion Date constitutes a waiver of liquidated damages to the new Completion Date unless expressly provided therein to the contrary.

3. DELIVERABLES

- (a) The Work is specified in the Statement of Work, Attachment A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The District's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Statement of Work, upon written request, Contractor shall submit written progress reports to the District's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the District. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

4. **OWNERSHIP OF DELIVERABLES.** All deliverables, including Work not accepted by the District, are District property when Contractor has received compensation therefor, in whole or in part. Any District source documents or other District or non-District documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in a Statement of Work, are District property and shall be safeguarded and provided to the District upon request. District plans and specifications shall not be used on other work and, with the exception of the original plans and specifications, shall be returned to the District upon request. This obligation shall survive termination or expiration of this Agreement.

5. FUNDING OF AGREEMENT

- (a) For satisfactory performance of the Work, the District agrees to pay Contractor \$ _____ (the "Total Compensation").

6. PAYMENT OF INVOICES

- (a) Contractor shall submit itemized invoices on a monthly basis by one of the following two methods: (1) by email to acctpay@sjrwmd.com (preferred) or (2) by mail to the St. Johns River Water Management District, Finance Director, 4049 Reid Street, Palatka, Florida 32177-2571. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.
- (b) **End of District Fiscal Year Reporting.** The District's fiscal year ends on September 30. Irrespective of the invoicing frequency, the District is required to account for all encumbered funds at that time. When authorized under the Agreement, submittal of an invoice as of September 30 satisfies this requirement. The invoice shall be submitted no later than October 30. If the Agreement does not authorize submittal of an invoice as of September 30, Contractor shall submit, prior to October 30, a description of the additional Work completed between the last invoice and September 30, and an estimate of the additional amount due as of September 30 for such Work. If there have been no prior invoices, Contractor shall submit a description of the

ATTACHMENT A — STATEMENT OF WORK
S-96 REHABILITATION

I. BACKGROUND

The S-96 Structure is located between the St. Johns Water Management Area (SJWMA) and the C-54 Canal within the Upper St. Johns River Basin (USJRB) Project in Brevard County, Florida at approximate GPS coordinates of latitude 27.823850°, longitude -80.707279°. The structure was constructed by the US Army Corps of Engineers (USACE) in 1971 and the District has operated and maintained the structure since. S-96 serves as a flood control structure as part of the USJRB Project and is the emergency outlet for the SJWMA.

The structure is constructed of reinforced concrete and has a width of 58.25 feet to the outside of the abutment walls and a total length of approximately 53.25 feet. The concrete spillway is ogee shaped with a crest elevation of 11.2 feet NGVD. The upstream invert elevation is at 8.0 feet NGVD and the downstream end sill elevation is at 9.5 feet NGVD. The tops of the spillway abutment walls are at elevation 29.0 feet NGVD.

There are two steel roller gates located on top of the ogee crest. The hydraulically operated gates are 25.8-feet wide x 14.9-feet high and weigh approximately ~~27,300~~ 32,000 pounds each. The total design discharge capacity of the structure is 6000 cfs.

Anchored steel sheet pile wing walls are located at both the upstream and downstream sides of the structure. The upstream wing walls consist of 22 sections of Type PZ-27 sheet pile each having a total wall length of 33 feet. The downstream wing walls consist of 12 sections of Type PZ-27 sheet pile having a total wall length of 18 feet. Type PZ-27 sheet pile has a nominal web and flange thickness of 0.375 inch.

II. OBJECTIVES

The objective of this project is to repair the damaged and aging concrete, repair and paint the sheet pile wing walls, repair and paint the roller gate, replace the existing hydraulic gate operators with electric operated cable drum hoists, replace the upstream and downstream safety barriers, replace fencing, and miscellaneous site work. This work is necessary to ensure the operational readiness of S-96 and to satisfy USACE requirements.

III. SCOPE

Contractor shall provide all materials, labor, and equipment necessary for the rehabilitation of the S-96 Structure as described in this statement of work and as detailed in the Contract Drawings and Specifications. Generally, the scope shall include installing temporary cofferdams and dewatering, joint inspection of the structure to determine the extent of repairs required, concrete surface preparation, concrete surface patching, concrete crack repairs, concrete surface coating, surface preparation, repair and coating of steel sheet piling and miscellaneous metals, repair and painting of the roller gate, replacement of the hydraulic gate hoists with electric cable drum hoists, fence demolition and replacement, replacement of the upstream and downstream safety barriers, warning signs, and staff gauges, and placement and repair of riprap.

7. Concrete – Pressure Washing Surfaces

Pressure wash all remaining concrete surfaces where hydrodemolition is not required. Generally, the areas to be pressure washed will depend upon the final extent of the hydrodemolition area as determined by the existing conditions encountered. Include power washing of stainless steel embedded in concrete in this item.

8. Concrete – Isolated Patching (If Required)

Identify and patch any isolated spalls with the specified repair products and provide moist curing as required/directed by the District.

9. Concrete – Rebar Repair (If Required)

Prepare the surface of exposed rebar and/or splice additional rebar as needed prior to patching as required/directed by the District.

10. Concrete – Crack Repair (If Required)

Identify and repair cracks with the specified repair products and provide moist curing as required/directed by the District.

11. Concrete – Sawcutting

Prior to applying repair mortar, cut concrete along the top of the eroded concrete surface areas to allow for a smooth transition with the adjoining surface.

12. Concrete – Eroded Surface Repair

Apply the specified repair products to the areas of surface erosion (hydrodemolition areas) and provide moist curing as required.

13. Concrete – Surface Coating

Upon completion of all concrete repair work, apply the concrete surface coating to all exposed concrete surfaces, excluding the service bridge and structure above elevation 29.5 feet NGVD. Provide moist curing as required.

~~14. Concrete – Testing Services~~

~~The contractor shall retain the services of an independent testing laboratory, approved by the District, for the sampling and testing of the repair mortar. The testing requirements shall be as specified on the drawings. Test reports shall be signed and sealed by a Florida licensed professional engineer and submitted to the District.~~

15. Caulk Service Bridge Expansion Joints

Remove all old caulk and install new caulk in bridge expansion joints.

16. Paint Embedded Steel

Prepare the surfaces and paint embedded steel items with the specified products.

17. Sheet Piling – Excavate and Backfill Riprap

Remove riprap and bedding stone adjacent to the sheet piling walls down to the subgrade.
Replace bedding stone and riprap after painting of sheet piling.

18. Sheet Piling – Welded Cap Plates (If Required)

Inspect and install the cap plates as detailed on the drawings as required/directed by the District.

19. Sheet Piling – Anchor Plate Connections (If Required)

Inspect and repair the anchor plates as detailed on the drawings as required/directed by the District.

20. Sheet Piling – Steel Plate Repair (If Required)

Inspect and weld steel plate patches to sheet piling as detailed on the drawings as required/directed by the District.

21. Sheet Piling – Painting

Prepare and paint all exposed sheet piling surfaces as specified. Contractor shall employ measures to prevent blast media and paint from contacting the public and their possessions (i.e. vehicles, boats, trailers, bikes, equipment, etc...). Contractor shall collect blast media and paint chips and dispose at a municipal or commercial landfill.

22. Demolition – Safety Barriers and Piles

Remove and dispose of the existing barrier timber piles.

23. Demolition – Staff Gauges and Piles

Remove and dispose of the existing staff gauges and piles.

24. Demolition – Fencing

Remove and dispose of the fences as shown on the Fencing Plan, except that the operating platform fencing shall be salvaged and delivered to the District's rework site. The new operating platform, service bridge, and control house fences shall utilize the existing fence bracket supports. Any embedded fence posts shall be removed to a depth of 3 inches below the concrete surface and the concrete patched.

25. Demolition – Handrails

Remove and dispose of the handrails as detailed on the drawings.

37. Staff Gauge Steel Piles

Supply and install the new steel pile supports for the staff gauges as detailed on the drawings.

38. Staff Gauges and Gate Position Guides

Replace the existing staff gauges and gate position guides as specified on the drawings.

39. Stilling Well Line – 3-Inch Diameter PVC

Uncover ends of upstream and downstream stilling well lines and water test to help verify presence of clogs or break locations, if any. Starting at each intake, replace first 20 LF of existing steel pipe with Sch 40 PVC. Replace subsequent damaged segments, if any, as directed by the District. Extend upstream stilling well line an additional 25 LF.

40. Aluminum Fencing

Supply and install new aluminum fence as detailed on the drawings. Utilize the existing fence post bases on the service bridge, operating platform, and control house. Provide all hardware necessary to attach the fences to the walls.

41. Aluminum Handrail

Supply and install new aluminum handrails as detailed on the drawings.

42. Steel Guardrail

Supply and install new steel guardrail as specified and located on the drawings.

43. Warning Signs

Supply and install the warning signs and backboards to the safety barrier piles as detailed on the drawings. Attach with stainless steel fasteners.

44. Solar Warning Sign Lights

Supply and install stainless steel mounting hardware and solar lights at the upstream and downstream warning signs.

45. Solar Marine Beacon Lights

Supply and install stainless steel mounting hardware and solar beacons atop the upstream warning sign and the upstream and downstream staff gauge piles.

46. Gate Rehabilitation

Inspect and repair the roller gate and rails ~~as needed~~, power wash or prepare all surfaces and repaint, and replace neoprene seals and bolts as specified on the drawings. ~~If required, replace gate collars, turn down wheels and band, and replace axles. If required, replace rails, clips, and~~

~~shims.~~ Perform dry and wet tests of gates after installation. Exclude items 46.1 through 46.6 from bid item 46.

46.1 Gate Collars (If Required)

Inspect and replace gate collars during gate rehabilitation if required/directed by the District.

46.2 Wheels – Banding (If Required)

Inspect and band wheels during gate rehabilitation if required/directed by the District.

46.3 Axles (If Required)

Inspect and replace axles during gate rehabilitation if required/directed by the District.

46.4 Rails (If Required)

Inspect and replace rails during gate rehabilitation if required/directed by the District.

46.5 Rail Clips and Washers (If Required)

Inspect and replace rail clips and washers during gate rehabilitation if required/directed by the District.

46.6 Shims (If Required)

Inspect and replace shims during gate rehabilitation if required/directed by the District.

47. Cable Drum Hoists

Provide all materials, labor, and equipment necessary for the replacement of the hydraulic hoists as described in this statement of work and as detailed in the drawings and specifications. The scope shall include fabrication of new cable drum hoists, removal of existing hydraulic hoists, installation of new drum hoists including all electrical and mechanical components to complete a fully operational lift system.

Contractor shall verify all field dimensions prior to fabrication of the hoists. Remove the existing hydraulic gate operators including all associated appurtenances and transport to the District rework site located at 9555 South Babcock Road, Palm Bay, FL. Replace with new cable drum hoists, cables, hardware, controls, and all electrical and mechanical systems as specified. Perform dry and wet tests of hoists after installation. Provide District with operations and maintenance manuals and a materials list for the cable drum hoist system.

48. As-built Survey

Prepare and submit an as-built survey certified by a Professional Land Surveyor licensed in the State of Florida. An electronic (dwg or pdf) file and two hard copies are required.