



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

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

DATE: June 28, 2022
TO: Prospective Respondents
FROM: Amy Lucey, Procurement Specialist
SUBJECT: Addendum #3 to Invitation for Bid, # 37848, Annual Civil Works Construction Contract 2022-2025

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.

MODIFICATIONS:

Page 1, paragraph 3 is modified as follows:

It is the District's intention to award contracts up to two (2) contractors under this Invitation For Bids.

15. AWARDING THE AGREEMENT, page 7 a., is modified as follows:

- a. The Agreement will be awarded up to the two lowest responsive, responsible Respondents, being the Respondents with the lowest Total Bid Cost who demonstrate, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondents"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the bid that the District deems in its best interest.

CONTRACTOR'S HOURLY RATE COST SCHEDULE, page 13, has been changed as follows:

ATTACHMENT				
CIVIL WORKS ANNUAL CONSTRUCTION CONTRACT				
HOURLY RATE COST SCHEDULE				
CONTRACTOR'S NAME:				
NO.	CATEGORY 1 - HEAVY EQUIPMENT WITHOUT OPERATOR	*Fuel Max Gal/Hr	Diesel (D) or Gasoline (G)	Bid Rates
1.1	Front-end loader – with minimum 3 cubic yard bucket, root rake with clamp , and pallet forks	4	D	
1.2	Multi-terrain tracked loader (skid steer), 100 HP min	3	D	
1.3	Dozer - CAT D2 Wide Track (LGP) or equal min. blade capacity = 1.8 cy, variable pitch, angle & tilt blade for finish work	3.4	D	
1.4	Dozer - CAT D3 Wide Track (LGP) or equal min. blade capacity = 2.86 cy, variable pitch, angle & tilt blade for finish work	4.5	D	
1.5	Dozer CAT D5 Wide Track (LGP) or equal min. blade capacity = 5.1 cy	6	D	
1.6	Medium Trackhoe, min 31' reach & minimum 2.0 cy bucket, equivalent to CAT 320E thru 330F	5.3	D	
1.7	Large Trackhoe – min 38' reach & minimum 3.5 cy bucket, equivalent to CAT 336F thru 349F	9.6	D	
1.8	Long-reach Trackhoe, minimum 239 HP, 60' reach (measured from centerline of machine), & 1.0 cy bucket	9.6	D	
1.9	Off-road articulating dump truck – min. 18 cy capacity, 25 ton, equiv. Cat 725	12	D	
1.1	Vibratory roller, smooth 84 inch drum, min. 14,000 lbs at drum	4	D	
1.10	Off-road articulating dump truck - min.8 cy capacity, Hydrema 912HM or equivalent	8	D	
1.11	Sheepsfoot Roller or Soil Compactor, min. 12 tons 60" drum diameter	5	D	
1.12	Motor Grader - 12' Articulated Blade, AWD, equivalent to 672 John Deere, CAT 12M or 672 AWD	5.4	D	
1.13	Dump Truck, 18 cubic yard capacity	6	D	
1.14	Excavator W/ Fecon Cutting Head, min. 24' boom arm reach, min. mulching head of 36"	6	D	
1.15	100 HP Positrac with Fecon Cutting Head	4	D	
1.16	Mini Rubber tracks Trackhoe 39-45 HP, 18' min reach & 0.10 cy bucket	2	D	
1.17	Off-road articulating water truck, min. 3,000 gal., with hose reel and 12' spray bar	6	D	
1.18	Soil Stabilizer, min. 6' mixing width and 16" mixing depth	4	D	
1.19	Mechanics Truck and Trailer	3	D	
1.20	Tractor Truck with Low-Boy Trailer	6	D	
1.21	Double Deck Vibrating Screen – equivalent to a Powerscreen Powergrid 800	4	D	
	CATEGORY 2 - EQUIPMENT			
2.1	Vibratory Tamper (Jumping Jack) - min. plate size 13" L x 11" W, min. impact force = 3,000 lb	2.0	G	
2.2	Vibrating Plate Compactor - min. 19.5 inch., & 6,000 lb impact force	1	G	
2.3	2"-4" Trash Pump with suction hose and 150' discharge hose	2	G	
2.4	6"- 8" Dry or Vacuum pump with suction hose and 150' discharge hose	3	D	
2.5	10" - Dry or Vacuum pump with suction hose and 150' discharge hose	4	D	
2.6	Cut Off Saw / Chain Saw	1	G	
2.7	Generator - 5kw min.	2	G	
2.8	17' - 24' Boat w/motor 3 person capacity	1	G	
2.9	Welding Machine 250 Amp with welding supplies	3	G	
2.10	Aquatic bucket attachment (to be used with Long-reach Track hoe)	N/A	N/A	
2.11	Ditching bucket attachment (to be used with Long-reach Track hoe), minimum 8 ft. wide	N/A	N/A	
2.12	Thumb attachment for a Medium or Large Track hoe	N/A	N/A	
2.13	Concrete pulverizer attachment for medium trackhoe - 36' min. opening	N/A	N/A	
2.14	Hydraulic hammer attachment for skidsteer 600 ft-lbs energy class	N/A	N/A	
	CATEGORY 3 - LABOR			
3.1	Construction Superintendent			
3.2	Construction Foreman			
3.3	Lead Operator			
3.4	Heavy Equipment Operator Including Truck Drivers			
3.5	Equipment Operator with Fuel & O & M (Rental Equipment Only)	6	D	
3.6	Skilled Laborers			
3.7	Construction Laborers			
	LABOR OVERTIME (Rates are 1.5 times the standard rates above)			
3.8	OT Construction Foreman			
3.9	OT Lead Operator			
3.1	OT Heavy Equipment Operator Including Truck Drivers			
3.11	OT Equipment Operator with Fuel & O & M (Rental Equipment Only)	6	D	
3.12	OT Skilled Laborers			
3.13	OT Construction Laborers			
	CATEGORY 4 - ODC'S (Markup - 10% max)			
4.1	Materials:			%
4.2	Subcontractors			%
4.3	Rentals			%

Notes: * Fuel consumption based on average of Annual Contractors and utilized for fuel cost adjustments.

SAMPLE AGREEMENT, 6. PAYMENT OF INVOICES, ITEM (g), Retainage, page 23, has been modified as follows:

~~The approved rate for each classification of Contractor's staff and equipment are included in Contractor's Hourly Rate Schedule. In the absence of a rate for staff classification or piece of equipment, Contractor shall obtain pre-approval from the District's Work Order Manager (in writing or by email) for the use of a new classification or equipment to perform the Work for each work order.~~

SAMPLE AGREEMENT, 6. PAYMENT OF INVOICES, item (h) Invoicing, page 24, has been modified as follows:

- **The approved rate for each classification of Contractor's staff and equipment are included in Contractor's Hourly Rate Schedule. In the absence of a rate for staff classification or piece of equipment, Contractor shall obtain pre-approval from the District's Work Order Manager (in writing or by email) for the use of a new classification or equipment to perform the Work for each work order.**
- ~~If billed for use of equipment or labor not in the Hourly Rate Cost Schedule, documentation of prior authorization~~

SAMPLE AGREEMENT, 8. WORK ORDERS, © Type of Work Order, items (i) and (ii), page 25, have been modified as follows:

- (i) Generally, a Type 1 (time and materials) Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the District. Identification of the Work involved is typically concept level drawings with minimal details. A Type 1 Work Order will describe the general nature of the Work, including specific deliverables, ~~if applicable, materials to be incorporated into the Work, and the total authorized expenditure amount including~~ **and** an estimate of the equipment and labor **materials** necessary to complete the Work. Contractor is compensated for equipment and labor based upon the unit costs of this Agreement, and "Other Direct Costs" as defined in sub-paragraph (d)(iii), below. Invoices must be documented as to the number of hours worked and equipment and materials used sufficient for District audit in accordance with the unit costs of this Agreement and the Work Order. The District reserves the right to determine the means and methods of performing the Work and supplying materials.
- (ii) A Type 2 (fixed-price) Work Order ~~is issued when the extent and cost of the Work is agreed upon. It~~ will describe with specificity the location, quantity, work limits, timeframes, deliverables, ~~progress payments (if any),~~ total cost, and any other matters pertaining to the Work. The fixed price (**provided by Contractor**) includes all applicable permits, bonds, labor, equipment, ~~supplies,~~ **materials,** project support, **and** ~~overhead and materials~~ necessary to complete the Work. It is used when the scope of work can be clearly determined, such as when detailed design drawings and/or specifications and supporting documents are available and site

conditions are known. It may include a detailed schedule of values, construction schedule, and any other necessary documents.

SAMPLE AGREEMENT, 8. WORK ORDERS, item (d) Additional Provisions Applicable to Type 1 Work Orders, page 26, item (e. Mobilization/Demobilization has been modified as follows:

- (e) **Mobilization/Demobilization. Ten hours is the maximum number of hours to be billed for each piece of equipment and includes both mobilization and demobilization. The hourly rates in the Hourly Rate Cost Schedule for the equipment and an equipment operator for transport shall be used for billing purposes.** ~~The cost of mobilization and demobilization for each piece of Category 1 equipment shall not exceed eight hours, per occurrence, using the hourly rates in the Hourly Rate Cost Schedule for the equipment and an equipment operator for transport. Should the transport include more than 1 piece of equipment, the mobilization hours shall be equally divided among the equipment. Category 2 equipment shall not qualify for mobilization. Mobilization costs for Category 1 equipment shall include all costs associated with moving each authorized piece of equipment to the project site and its removal from the site upon completion of the work, or portion of the work, covered under the Work Order. Eight hours is the maximum number of hours for each piece of equipment which includes both mobilization and demobilization for each Work Order. Furthermore, should two pieces of equipment be placed on the same flatbed to mobilize, then the Contractor would only be compensated for one piece of equipment.~~

The Contractor shall be required to mobilize within ~~14~~7 calendar days from the date the District executes the Work Order unless otherwise written in the Work Order **or previously discussed with the District's Project Manager.** Once work has commenced the Contractor shall provide additional equipment within 72 hours of the District's written request for equipment.

SAMPLE AGREEMENT, 8. WORK Orders, item (d), Additional Provisions Applicable to Type 1 Work Orders, section (f), Hourly Rates, page 26, has been modified as follows:

- (a) Hourly Rates

Category 1 Equipment (operator not included). The hourly equipment rates shall be paid for every hour the equipment is in operation by a qualified heavy equipment operator based on the equipment meter readings. The District will not compensate the Contractor for the time spent by personnel for fueling and providing any type of maintenance on the equipment. **However, the District will allow for up to 1 hour of the operator's time to be charged for daily preventative maintenance and pre-trip inspections.**

SAMPLE AGREEMENT, 8. WORK Orders, item (d), Additional Provisions Applicable to Type 1 Work Orders, section (f), Hourly Rates, page 27 and 28, has been modified as follows:

Heavy Equipment Operators: Heavy equipment operators shall operate one or several types of power construction equipment, ~~such as motor graders, bulldozers, scrapers, excavators, pile drivers, trucks, cranes, tractors, loaders or any equipment identified under Category 1 on the Rate Schedule to accomplish the work. The performance of incidental equipment maintenance by an operator shall be at the sole expense of the Contractor.~~ Equipment operator charges shall only apply for operation of Category 1

equipment while running based on hour meter readings, except as may apply for show-up time or otherwise authorized in writing by the District Work Order Manager. ~~The hours of work on equipment by a heavy equipment operator shall be charged at the Heavy Equipment Operator rate.~~

~~**Construction Skilled Labor:** The Contractor shall employ only experienced foremen, craftsmen, and other workmen competent in the specific work in which they are to be engaged. Skilled labor requires the use of specialized tools together with the knowledge and experience to efficiently and effectively perform the assigned tasks. The skilled laborers include but may not be limited to the following trades:~~

- ~~a. **Brick Masons:** Brick masons shall be able to lay and bind building materials, such as brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct or repair walls, partitions, arches, sewers, and other structures.~~
- ~~b. **Carpenters:** Carpenters shall be able to construct, erect, install, or repair structures and fixtures made of wood and other materials, such as concrete forms, building frameworks, including docks, platforms, and other wooden structures typical for water control facilities and civil works construction.~~
- ~~c. **Concrete Workers and Finishers:** Concrete workers and finishers shall be able to place concrete in forms; apply cement, sand, and finish surfaces to remove imperfections from freshly poured concrete walls, foundations roads and walkways. Concrete workers and finishers shall also be able to use concrete finishing machines, concrete vibrators, screeds, etc. typically required for civil related structures such as box culverts, headwalls, retaining walls, foundation pads, and sidewalks.~~
- ~~d. **Pipe Layers:** Pipe layers shall lay pipe for storm or sanitation sewers, drains, and water mains and perform any combination of the following tasks: grade trenches or culverts, position pipe, and seal joints.~~
- ~~e. **Reinforcing Metal Workers:** Reinforcing metal workers shall position and secure metal bars in concrete forms to reinforce concrete and determine number, size, shape, and location of reinforcing rods from blueprints or sketches and oral instructions.~~
- ~~f. **Welders:** Welders shall use hand welding, flame cutting, hand soldering, or brazing equipment to weld or join metal components or to fill holes, indentation, or seams of fabricated metal products.~~
- ~~g. **Layout Surveyor:** Layout surveyors shall be proficient in reading and interpreting plans, performing necessary calculations, and the setup and use of surveying equipment for setting grades and laying out structures.~~

Construction Laborers: Construction laborers shall perform tasks involving physical labor at building, highway, and heavy construction projects, demolition sites and other civil works construction and be required to clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and assist other craft workers. Construction laborers may also be required to operate hand and power tools of all types, such as pumps, air hammers, earth tampers, cement mixers, small mechanical hoists, surveying and measuring equipment, and a variety of other equipment and instruments. **Construction laborer rates shall also be charged for the following trades (unless the work is subcontracted): brick masons, carpenters: concrete workers and finishers, pipe layers: reinforcing metal workers, etc.**

Show-Up Time. Show-up time ~~based on rates in Category 3 of the Hourly Rate Cost Schedule~~ shall apply if the Contractor comes to the project site to work as scheduled by the District's Work Order Manager, and the District determines that work cannot be commenced due to inclement weather or for any other reason established by the District. Show up time compensation shall be allowed for Type 1 Work Orders only and is limited to two hours maximum per person per occurrence. Show-up time may be logged as such for each labor category as applicable.

- (b) **Documentation of Other Direct Costs.** The Contractor shall provide, with their invoice, a copy of the original vendor invoice for materials purchased at the direction of the District. If a vendor's invoice is from a supplier other than the one that provided the lowest quote, the Contractor shall provide an explanation for not using the lowest cost supplier. Altered or amended vendor invoices shall be rejected. The District reserves the right to reduce the amount reimbursed for materials if a competitive market analysis clearly demonstrates invoice(s) for material costs exceed market value.

If, after a Work Order has been issued, the District's Work Order Manager determines that material, equipment and/or subcontracted services are required that were not included in the original cost estimate, the Contractor shall follow the District's procurement policy stated in the Agreement.

- (c) **Cancellation.** Rainouts/work cancellations for Type 1 Work Orders are solely at the District's discretion, and all hourly charges shall cease at the time that work ceases. Should work cancellation occur prior to logging two hours, Contractor's personnel shall be compensated as show-up time. Cancellation of work at any time after two hours of work, the personnel shall be compensated only for the number of hours worked.
- (d) **Location of Work.** The District has 18 counties within its boundaries. All equipment and labor hourly rates shall be applied uniformly for work performed anywhere within the District under this Agreement. The District does not reimburse the Contractor for lodging and meals while working on assignment in any of the 18 counties.
- (e) **Equipment Requirements.** The Contractor's equipment shall be in good working condition and properly maintained. All equipment deemed not to be in good working condition shall be removed from the District property and replaced with satisfactory equipment, at no additional cost to the District. If requested by the District, the Contractor shall submit copies of equipment maintenance records.
- (f) **Supervision**
1. **Contractor's Project Manager**
The Contractor's Project Manager (PM) shall be responsible for overall coordination and management of the Work under this Agreement. All costs associated with PM's duties shall be considered overhead, because their time cannot be monitored by the District. All costs associated with these tasks are considered to be incorporated in the rates on the Hourly Rate Cost Schedule. There is no separate pay item for this labor category.
 2. **Construction Supervision**
The three levels of supervision provided under the contract include the Construction Superintendent, Construction Foreman, and Lead Operator. For all Work Orders, the type of supervision provided by the Contractor may vary depending upon the size of the

Contractor work force on the project and the complexity of the project scope outlined in the Work Order. The level of District supervision provided shall be specified in the Work Order. The type of supervision required will be at the discretion of the District Work Order Manager. The Construction Superintendent, Foreman, or Lead Operator shall be the Contractor's representative at a construction site. The three levels of supervision are defined below:

- a. **Construction Superintendent:** The Contractor shall employ only experienced Construction Superintendents meeting the following experience requirements. Contractor's Superintendent shall substantiate a minimum three years' experience within the past five years for construction-related work including the following: general earthwork; dewatering; levee construction; culvert and water control structure installation; constructing erosion control facilities; cast-in-place and pre-cast concrete installation; constructing stabilized and/or paved roadways; and stabilization of disturbed areas. ~~The Construction Superintendent shall maintain daily logs of equipment and labor hours, perform basic construction layout, interpret plans, make field decisions based upon site conditions and be able to coordinate multiple construction activities/projects at the same time.~~
The hourly rate for the Construction Superintendent shall include the individual, a four-wheel drive vehicle (fuel, operation and maintenance), cell phone, basic survey equipment (level, rod, etc.) and appropriate overhead and profit. Responsibilities include ensuring the Work **is properly scoped and** progresses according to the schedule **established an that all equipment, labor, material and subcontractors are coordinated to the site on time.** ~~material and equipment are delivered to the site on time (if applicable), and activities of the various workers do not interfere with one another.~~ **When on-site, t** ~~The Construction Superintendent directs and supervises all on-site activities; **The Construction Superintendent shall perform basic construction layout, interpret plans, make field decisions based upon site conditions and be able to coordinate multiple construction activities/projects at the same time. The Construction Superintendent shall review and ensure that the daily logs of equipment and labor hours are accurate and work performed each day is detailed an properly reported on the DRH. The Construction Superintendent is not required to be onsite at all times. The level of supervision by the Construction Superintendent will be detailed within each work order.** ~~conducted by the different trades, craft workers, equipment operators, and laborers (as applicable). The Superintendent may on occasion need to operate equipment on site. When the Superintendent operates equipment listed in Category 1 of the Hourly Rate Cost Schedule or some equivalent, his time while on the equipment shall be logged as a Superintendent.~~~~

If the District determines that a Construction Superintendent is not competent to perform his/her duties for the type of work, the Contractor shall be provided with a written request to immediately remove the Construction Superintendent from the site. The Contractor shall provide a competent replacement within 48 hours of receipt of the District's notice. The Contractor will not be compensated for any down time during the replacement period.

- b. ~~**Construction Foreman:** Under a Type 1 Work Order, the District Work Order Manager may require a Foreman instead of a Construction Superintendent for supervisory responsibilities. In these cases, full time supervision by a Construction Superintendent is not required due to less complexity of the project and the number of workers provided by the Contractor. The hourly rate for the Construction Foreman shall include the individual, a four-wheel drive vehicle (fuel, operation and maintenance), cell phone, basic survey equipment (level, rod, etc.) and appropriate overhead and profit. The Foreman shall be responsible for maintaining daily logs of equipment and labor hours and coordination with the District representative on work plans and daily activities. The Foreman shall also be responsible for directly supervising and coordinating activities of construction workers. In most cases, the Foreman may be required to work as an equipment operator for a portion of the work day. When the Construction Foreman operates equipment listed in Category 1 of the Hourly Rate Cost Schedule, his time while on the equipment shall be logged as a Foreman.~~
- e. **Lead Operator:** On Type I Work Orders which utilize a small work force and require limited supervisory responsibilities, a Lead Operator may be used for supervisory responsibilities. ~~with the approval of the District's Work Order Manager.~~ The hourly rate for the Lead Operator shall include the individual, a four-wheel drive vehicle (fuel, operation and maintenance), cell phone, ~~basic survey equipment (level, rod, etc.)~~ and appropriate overhead and profit. **The Lead Operator is expected to operate equipment daily but shall also be responsible for supervising and coordinating activities of other equipment operator and laborers.** The Lead Operator shall be responsible for maintaining daily logs of equipment and labor hours and shall coordinate with the District representative on work plans and daily activities. ~~The Lead Operator is expected to operate equipment daily.~~
- (g) **Work Schedule.** For construction or other services upon District property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the District Project Manager or Work Order Manager. Unless otherwise approved by the District Project Manager, Contractor's work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing.

For a Type 1 Work Order the Construction Superintendent, Foreman, or Lead Worker shall maintain detailed daily logs with hours of operation on all equipment, labor, and materials delivered to the site together with a description of tasks performed and project site conditions on the Daily Record of Hours (DRH) log sheet. The DRH shall clearly identify equipment consistent with the Hourly Rate Cost Schedule. They shall collect Category 1 equipment hour meter readings on the equipment's arrival and departure from the work site daily. The hour meter readings for each piece of equipment shall be used to verify that the hours of equipment operation time recorded on the DRH log sheet is no greater than the equipment run time.

SAMPLE AGREEMENT, 8. WORK Orders, item (d), Additional Provisions Applicable to Type 1 Work Orders, section (g), Documentation of Other Direct Costs., item (k), Supervision Hourly Rates, pages 29 and 30, has been modified as follows:

- b. **Construction Superintendent:** The Contractor shall employ only experienced Construction Superintendents meeting the following experience requirements. Contractor's Superintendent shall substantiate a minimum three years' experience within the past five years for construction-related work including the following: general earthwork; dewatering; levee construction; culvert and water control structure installation; constructing erosion control facilities; cast-in-place and pre-cast concrete installation; constructing stabilized and/or paved roadways; and stabilization of disturbed areas. ~~The Construction Superintendent shall maintain daily logs of equipment and labor hours, perform basic construction layout, interpret plans, make field decisions based upon site conditions and be able to coordinate multiple construction activities/projects at the same time.~~
The hourly rate for the Construction Superintendent shall include the individual, a four-wheel drive vehicle (fuel, operation and maintenance), cell phone, basic survey equipment (level, rod, etc.) and appropriate overhead and profit. Responsibilities include ensuring the Work is properly scoped and progresses according to the schedule established an that all equipment, labor, material and subcontractors are coordinated to the site on time., material and equipment are delivered to the site on time (if applicable), and activities of the various workers do not interfere with one another. When on-site, tThe Construction Superintendent directs and supervises all on-site activities; The Construction Superintendent shall perform basic construction layout, interpret plans, make field decisions based upon site conditions and be able to coordinate multiple construction activities/projects at the same time. The Construction Superintendent shall review and ensure that the daily logs of equipment and labor hours are accurate and work performed each day is detailed an properly reported on the DRH. The Construction Superintendent is not required to be onsite at all times. The level of supervision by the Construction Superintendent will be detailed within each work order. conducted by the different trades, craft workers, equipment operators, and laborers (as applicable). The Superintendent may on occasion need to operate equipment on site. When the Superintendent operates equipment listed in Category 1 of the Hourly Rate Cost Schedule or some equivalent, his time while on the equipment shall be logged as a Superintendent.

If the District determines that a Construction Superintendent is not competent to perform his/her duties for the type of work, the Contractor shall be provided with a written request to immediately remove the Construction Superintendent from the site. The Contractor shall provide a competent replacement within 48 hours of receipt of the District's notice. The Contractor will not be compensated for any down time during the replacement period.

- d. ~~**Construction Foreman:** Under a Type 1 Work Order, the District Work Order Manager may require a Foreman instead of a Construction Superintendent for supervisory responsibilities. In these cases, full time supervision by a Construction Superintendent is not required due to less complexity of the project and the number of~~

~~workers provided by the Contractor. The hourly rate for the Construction Foreman shall include the individual, a four-wheel drive vehicle (fuel, operation and maintenance), cell phone, basic survey equipment (level, rod, etc.) and appropriate overhead and profit. The Foreman shall be responsible for maintaining daily logs of equipment and labor hours and coordination with the District representative on work plans and daily activities. The Foreman shall also be responsible for directly supervising and coordinating activities of construction workers. In most cases, the Foreman may be required to work as an equipment operator for a portion of the work day. When the Construction Foreman operates equipment listed in Category 1 of the Hourly Rate Cost Schedule, his time while on the equipment shall be logged as a Foreman.~~

- e. **Lead Operator:** On Type I Work Orders which utilize a small work force and require limited supervisory responsibilities, a Lead Operator may be used for supervisory responsibilities. ~~with the approval of the District's Work Order Manager.~~ The hourly rate for the Lead Operator shall include the individual, a four-wheel drive vehicle (fuel, operation and maintenance), cell phone, ~~basic survey equipment (level, rod, etc.)~~ and appropriate overhead and profit. **The Lead Operator is expected to operate equipment daily but shall also be responsible for supervising and coordinating activities of other equipment operator and laborers.** The Lead Operator shall be responsible for maintaining daily logs of equipment and labor hours and shall coordinate with the District representative on work plans and daily activities. ~~The Lead Operator is expected to operate equipment daily.~~

Attachments:

IFB 37848, pages 1 & 7

Contractor's Hourly Rate Schedule, page 13

Sample Agreement, pages 23, 24, 25, 26, 27, 28, 29 & 30

Pre-bid meeting recording – please email me at alucey@sjrwmd.com to request a copy.

NOTE: The Bid Due Date **remains** 2:00 p.m., **Thursday July 14, 2022**

Please acknowledge receipt of this Addendum on the Bid FORM provided in the proposal package.

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

**THE GOVERNING BOARD OF THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
ANNUAL CIVIL WORKS CONSTRUCTION CONTRACT 2022-2025
INVITATION FOR BID 37848**

The Governing Board of the St. Johns River Water Management District (the “District”), requests that interested parties respond to the solicitation below by 2:00 p.m., July 14, 2022. Further information is available through DemandStar at *Demandstar.com* [(800) 711-1712], Vendor Registry at *Vendorregistry.com*, or the District’s website at *sjrwmd.com*. Solicitation packages may be obtained from DemandStar, Vendor Registry, or the District by calling or emailing Amy Lucey, Senior Procurement Specialist, at 321-409-2156 or ALucey@sjrwmd.com. Responses will be opened at the Palm Bay Service Center, 525 Community College Parkway, Palm Bay, FL 32909.

The objective of this contract is to provide water quality improvements, enhancement and restoration of wetland habitat and natural systems, flood protection and flood damage repairs and associated site work improvements to compliment these features.

It is the District’s intention to award contracts **up** to two (2) contractors under this Invitation For Bids. To date, the District issued 57 work orders over the last three years for an estimated amount of \$3.5 million with a range of work orders between \$5,000 and \$300,000. Under the new contract(s), issued the District does not expect to issue work orders that exceed \$300,000. If an award is made, a Contract shall be executed for a term of three years. The estimated budget for the three (3) years is \$4,000,000.00, which includes emergency management funds that are contingent upon storm damage. The estimated budget for the first year of this contract is \$1,400,000.00, however, the actual amount will vary depending on District needs. Funding is contingent upon availability of funds of each fiscal year.

All work under this contract shall be performed through Work Orders. There are two types of Work Orders (Type 1/Time and Materials and Type 2/Fixed Price). The District will determine the type of Work Order to be issued for each project. The Contractor shall provide all labor, equipment, and materials necessary to complete all tasks described in the Work Order. The District reserves the right to purchase and provide the Contractor all or part of any materials or equipment to be incorporated in the work via direct purchase, independently of the Work Order. In addition, the District may supplement the Contractor’s work-force with District equipment/staff.

Prior to award of each Work Order, the selected Contractor shall, if requested, provide a written statement of availability of the equipment and labor necessary to perform the work identified. The District reserves the right to award of each Work Order based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work, availability of qualified staff, and other factors deemed critical to the performance of the Work.

The engineer's construction estimate for the project is \$4,000,000.00.

A **Non-Mandatory Pre-Bid Conference** is scheduled for June 15, 2022, at 10:30 a.m., at Palm Bay Service Center, 525 Community College Parkway, Palm Bay, FL 32909. The purpose of the pre-bid conference is to clarify requirements of this solicitation.

Special accommodations for disabilities may be requested through Amy Lucey, or by calling (800) 955-8771 (TTY), at least five business days before the date needed.

12. DISQUALIFICATION OF RESPONDENTS

Any of the following causes will be considered as sufficient grounds for disqualification of a Respondent and rejection of the Bid:

- a. Contacting a District employee or officer other than the procurement employee named in this solicitation about any aspect of this solicitation before the notice of intended decision is posted.
- b. Submission of more than one Bid for the same subject matter by an individual, firm, partnership, or corporation under the same or different names;
- c. Evidence of collusion among Respondents;
- d. Submission of materially false information with the Bid;
- e. Information gained through checking of references or other sources which indicates that Respondent may not successfully perform the Work;
- f. Incomplete contractual commitment(s) to other persons or entities, which, in the sole judgment of the District, may hinder or prevent the prompt completion of the Work if awarded to Respondent;
- g. Respondent is failing to adequately perform on any existing contract with the District;
- h. Respondent has defaulted on a previous contract with the District;
- i. The evidence submitted by Respondent, or the District's investigation of Respondent, fails to satisfy the District that Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District and within the time period specified;
- j. Any other cause that is sufficient to raise doubt regarding the ability of a Respondent to perform the Work in a manner that meets the District's objectives for the Work.

13. REJECTION OF BID

Bids must be delivered to the specified location and received before the Bid opening in order to be considered. Untimely Bids will be returned to the Respondent unopened. Bids will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, or other material irregularities. The District may consider incomplete any Bid not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid Bid.

The District reserves the right to reject any and all Bids and cancel this request for qualifications when it determines, in its sole judgment and discretion, that it is not in its best interest to award the agreement.

14. WITHDRAWAL OF BIDS

Respondent may withdraw its Bid if it submits such a written request to the District prior to the designated date and hour of opening of Bids. Respondent may be permitted to withdraw its Bid no later than 72 hours after the Bid opening for good cause, as determined by the District in its sole judgment and discretion.

15. AWARDING THE AGREEMENT

- a. The Agreement will be awarded **up** to the two lowest responsive, responsible Respondents, being the Respondents with the lowest Total Bid Cost who demonstrate, in accordance with the requirements of the bid documents, a verifiable history of the skill, ability, integrity, and reliability necessary for the faithful performance of the Agreement (the "Successful Respondents"). The Agreement may be modified based on the District's acceptance of any alternatives listed in the bid that the District deems in its best interest. Lowest Total Bid Cost shall be based upon a Hypothetical Project developed by District staff. The Total Bid Cost will be determined based on the cost to perform the work in the Hypothetical Project which will be comprised of a representative number of items from the Hourly Rate Cost Schedule.
- b. Section 286.0113, Fla. Stat., exempts from being open to the public, any portion of a meeting at which:
(1) a negotiation with a Respondent is conducted pursuant to a competitive solicitation; (2) a Respondent makes an oral presentation as part of a competitive solicitation; (3) a Respondent answers questions as part

ATTACHMENT				
CIVIL WORKS ANNUAL CONSTRUCTION CONTRACT				
HOURLY RATE COST SCHEDULE				
CONTRACTOR'S NAME:				
NO.	CATEGORY 1 - HEAVY EQUIPMENT WITHOUT OPERATOR	*Fuel Max Gal/Hr	Diesel (D) or Gasoline (G)	Bid Rates
1.1	Front-end loader – with minimum 3 cubic yard bucket, root rake with clamp, and pallet forks	4	D	
1.2	Multi-terrain tracked loader (skid steer), 100 HP min	3	D	
1.3	Dozer - CAT D2 Wide Track (LGP) or equal min. blade capacity = 1.8 cy, variable pitch, angle & tilt blade for finish work	3.4	D	
1.4	Dozer - CAT D3 Wide Track (LGP) or equal min. blade capacity = 2.86 cy, variable pitch, angle & tilt blade for finish work	4.5	D	
1.5	Dozer CAT D5 Wide Track (LGP) or equal min. blade capacity = 5.1 cy	6	D	
1.6	Medium Trackhoe, min 31' reach & minimum 2.0 cy bucket, equivalent to CAT 320E thru 330F	5.3	D	
1.7	Large Trackhoe – min 38' reach & minimum 3.5 cy bucket, equivalent to CAT 336F thru 349F	9.6	D	
1.8	Long-reach Trackhoe, minimum 239 HP, 60' reach (measured from centerline of machine), & 1.0 cy bucket	9.6	D	
1.9	Off-road articulating dump truck – min. 18 cy capacity, 25 ton, equiv. Cat 725	12	D	
1.1	Vibratory roller, smooth 84 inch drum, min. 14,000 lbs at drum	4	D	
1.10	Off-road articulating dump truck - min. 8 cy capacity, Hydrema 912HM or equivalent	8	D	
1.11	Sheepsfoot Roller or Soil Compactor, min. 12 tons 60" drum diameter	5	D	
1.12	Motor Grader - 12' Articulated Blade, AWD, equivalent to 672 John Deere, CAT 12M or 672 AWD	5.4	D	
1.13	Dump Truck, 18 cubic yard capacity	6	D	
1.14	Excavator W/ Fecon Cutting Head, min. 24' boom arm reach, min. mulching head of 36"	6	D	
1.15	100 HP Positrac with Fecon Cutting Head	4	D	
1.16	Mini Rubber tracks Trackhoe 39-45 HP, 18' min reach & 0.10 cy bucket	2	D	
1.17	Off-road articulating water truck, min. 3,000 gal., with hose reel and 12' spray bar	6	D	
1.18	Soil Stabilizer, min. 6' mixing width and 16" mixing depth	4	D	
1.19	Mechanics Truck and Trailer	3	D	
1.20	Tractor Truck with Low-Boy Trailer	6	D	
1.21	Double Deck Vibrating Screen – equivalent to a Powerscreen Powergrid 800	4	D	
CATEGORY 2 - EQUIPMENT				
2.1	Vibratory Tamper (Jumping Jack) - min. plate size 13" L x 11" W, min. impact force = 3,000 lb	2.0	G	
2.2	Vibrating Plate Compactor - min. 19.5 inch, & 6,000 lb impact force	1	G	
2.3	2"-4" Trash Pump with suction hose and 150' discharge hose	2	G	
2.4	6"- 8" Dry or Vacuum pump with suction hose and 150' discharge hose	3	D	
2.5	10" - Dry or Vacuum pump with suction hose and 150' discharge hose	4	D	
2.6	Cut Off Saw / Chain Saw	1	G	
2.7	Generator - 5kw min.	2	G	
2.8	17' - 24' Boat w/motor 3 person capacity	1	G	
2.9	Welding Machine 250 Amp with welding supplies	3	G	
2.10	Aquatic bucket attachment (to be used with Long-reach Track hoe)	N/A	N/A	
2.11	Ditching bucket attachment (to be used with Long-reach Track hoe), minimum 8 ft. wide	N/A	N/A	
2.12	Thumb attachment for a Medium or Large Track hoe	N/A	N/A	
2.13	Concrete pulverizer attachment for medium trackhoe - 36" min. opening	N/A	N/A	
2.14	Hydraulic hammer attachment for skidsteer 600 ft-lbs energy class	N/A	N/A	
CATEGORY 3 - LABOR				
3.1	Construction Superintendent			
3.2	Construction Foreman			
3.3	Lead Operator			
3.4	Heavy Equipment Operator Including Truck Drivers			
3.5	Equipment Operator with Fuel & O & M (Rental Equipment Only)	6	D	
3.6	Skilled Laborers			
3.7	Construction Laborers			
LABOR OVERTIME (Rates are 1.5 times the standard rates above)				
3.8	OT Construction Foreman			
3.9	OT Lead Operator			
3.1	OT Heavy Equipment Operator Including Truck Drivers			
3.11	OT Equipment Operator with Fuel & O & M (Rental Equipment Only)	6	D	
3.12	OT Skilled Laborers			
3.13	OT Construction Laborers			
CATEGORY 4 - ODC'S (Markup - 10% max)				
4.1	Materials:			%
4.2	Subcontractors			%
4.3	Rentals			%

Notes: * Fuel consumption based on average of Annual Contractors and utilized for fuel cost adjustments.

submit a description of the Work completed on the project through September 30 and a statement estimating the dollar value of that Work as of September 30.

- (c) **Final Invoice.** The final invoice must be submitted no later than 20 business days after the Completion Date; provided, however, that when the Completion Date corresponds with the end of the District's fiscal year (September 30), the final invoice must be submitted no later than 30 days after the Completion Date. Final invoices that are submitted after the requisite date shall be subject to a penalty of ten percent of the invoice. This penalty may be waived by the District, in its sole judgment and discretion, upon a showing of special circumstances that prevent the timely submittal of the final invoice. Contractor must request approval for delayed submittal of the final invoice not later than ten days prior to the due date and state the basis for the delay.
- (d) All invoices shall include the following information: (1) District contract number; (2) Contractor's name and address (include remit address, if necessary); (3) Contractor's invoice number and date of invoice; (4) District Project Manager; (5) Contractor's Project Manager; (6) supporting documentation as to cost and/or project completion (as per the cost schedule and other requirements of the Statement of Work; (7) Progress Report (if required); (8) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within 20 business days of receipt of the invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.
- (e) **Travel expenses.** Travel expenses are not included in the cost schedule, they are a cost of providing the service that is borne by Contractor and are only compensable when specifically approved by the District as an authorized District traveler. In such instance, travel expenses must be submitted on District or State of Florida travel forms and shall be paid pursuant to District Administrative Directive 2000-02.
- (f) **Payments.** Absent exceptional circumstances, Contractor is required to sign up and receive payment(s) electronically from the District via Automated Clearing House (ACH) payment.
- (g) **Retainage.** For a Type 1 work order, the District shall pay Contractor 100% of each approved invoice. For a Type 2 work order, the District may require a 5% retainage if the total work order is less than \$200,000. Should a Type 2 work order be equal to or greater than \$200,000 a 5% retainage will be required and the District will pay 95% of each approved invoice and retain five percent as retainage, to be paid upon completion of the punch list for each Work Order. Contractor may present the District with a payment request for part or all of the retainage as provided by §218.735(7)(e), Fla. Stat.

~~The approved rate for each classification of Contractor's staff and equipment are included in Contractor's Hourly Rate Schedule. In the absence of a rate for staff classification or piece of equipment, Contractor shall obtain pre-approval from the District's Work Order Manager (in writing or by email) for the use of a new classification or equipment to perform the Work for each work order.~~

- (h) **Invoicing.** In addition to these requirements the following supporting documentation shall be included with invoicing for each Type of work order:
- (1) **Type 1 Work Orders:** (hourly billing for labor and/or equipment and materials):
- The District's Application for Payment forms shall be completed and submitted for all invoices.
 - Name of employee and/or type of equipment
 - Employee job classification
 - Hours worked and/or equipment utilized on a daily basis, as documented by Contractor's Daily Record of Hours, signed by Contractor and District staff.
 - The approved charge rate for each classification of Contractor employee and/or equipment included in Hourly Rate Cost Schedule and/or the Work Order authorizing the Work.

- **The approved rate for each classification of Contractor's staff and equipment are included in Contractor's Hourly Rate Schedule. In the absence of a rate for staff classification or piece of equipment, Contractor shall obtain pre-approval from the District's Work Order Manager (in writing or by email) for the use of a new classification or equipment to perform the Work for each work order.**
 - ~~If billed for use of equipment or labor not in the Hourly Rate Cost Schedule, documentation of prior authorization~~
 - Documentation of any required competitive procurement for equipment, subcontractors, or materials.
 - Contractor's notarized affidavit shall be provided with each invoice stating that payment of subcontractors and materialmen shall be made pursuant to section 218.735, Fla. Stat.
 - Proof of payment to subcontractors and vendors for which Contractor has already received payment from the District. Proof may be in the form of (1) a cancelled check; (2) a receipt marked paid by subcontractor or vendor; (3) a waiver of claim executed by the subcontractor or vendor; (4) Contractor's sworn affidavit that all subcontractors and vendors for which payment has been received from the District have been paid by the Contractor; or (5) any other form that has been pre-approved in writing by the District. For the final invoice purposes, proof of payment must be submitted not only as to amounts previously paid by the District, but also as to amounts included in the final invoice.
 - A copy of the original vendor invoice(s) for Other Direct Costs. Altered or amended vendor invoices shall be rejected. If a vendor's invoice is from a supplier other than the one providing the lowest quote, Contractor shall explain the reason for not using the lowest cost supplier. The District reserves the right to reduce the amount reimbursed if a competitive market analysis clearly demonstrates that the invoice exceeds market value. In no event shall Contractor charge the District for any subcontractor's work that exceeds the approved Cost.
 - Diversity Statement. If W/MBE subcontractors or suppliers are used, provide company names and amount spent with each. If no W/MBE sub-contractors or suppliers are used, so indicate.
 - Contractor may provide a detailed invoice with supporting information, or alternatively, may provide a summary invoice with the information provided from Contractor's payroll or other records as supporting backup material.
- (2) **Type 2 Work Orders** (fixed price):
- Contractor may utilize its own application for payment form when submitting invoices.
 - Description of the Work that has been completed in accordance with the Work Order.
 - Certification that the Work for which payment is requested has been completed in accordance with the Work Order, in a format approved by the District Project Manager.
 - Proof of payment of subcontractors and vendors as described above for Type 1 Work Orders.
 - Diversity Statement. If W/MBE subcontractors or suppliers are used provide company names and amount spent with each. If no W/MBE sub-contractors or suppliers are used, so indicate.

7. PAYMENT AND RELEASE

Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the District arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

8. WORK ORDERS

- (a) The District reserves the right to award Work Orders (Type 1) based on the ability to perform in a timely manner, availability of required equipment, cost of required equipment, past performance on similar work,

availability of qualified staff, and other factors deemed critical to the performance of each Work Order. The District may, at its sole discretion, request a “not to exceed” (Type 2) cost for any Work Order as a method of determining award. The District makes no guarantees of any amount of work to be awarded under the Agreement. The District reserves the right to directly purchase and provide to the Contractor all or part of the equipment or materials to be incorporated in the Work.

- (b) Contractor shall not proceed with any Work prior to the receipt of a written Work Order and shall commence the Work under each Work Order within 14 days of receipt, unless an alternate date is stated in the Work Order. All Work shall be done to the satisfaction of the District’s Project Manager or Work Order Manager and subject to the other terms of this Agreement. Commencement of Work constitutes acceptance of all of the terms and conditions of the Work Order.
- (c) **Type of Work Order.** When services are needed, the District and Contractor shall agree upon the specifics of the Statement of Work.
- (i) Generally, a Type 1 (time and materials) Work Order involves projects where field conditions, environmental or cultural resource preservation issues, subsurface and other physical conditions, or other aspects of the Work cannot be accurately defined. This often results in work being modified in the field by the District. Identification of the Work involved is typically concept level drawings with minimal details. A Type 1 Work Order will describe the general nature of the Work, including specific deliverables, ~~if applicable, materials to be incorporated into the Work, and the total authorized expenditure amount including~~ **and** an estimate of the equipment and labor **materials** necessary to complete the Work. Contractor is compensated for equipment and labor based upon the unit costs of this Agreement, and “Other Direct Costs” as defined in sub-paragraph (d)(iii), below. Invoices must be documented as to the number of hours worked and equipment and materials used sufficient for District audit in accordance with the unit costs of this Agreement and the Work Order. The District reserves the right to determine the means and methods of performing the Work and supplying materials.
- (ii) A Type 2 (fixed-price) Work Order ~~is issued when the extent and cost of the Work is agreed upon.~~ It will describe with specificity the location, quantity, work limits, timeframes, deliverables, ~~progress payments (if any),~~ total cost, and any other matters pertaining to the Work. The fixed price **(provided by Contractor)** includes all applicable permits, bonds, labor, equipment, ~~supplies,~~ **materials,** project support, **and** overhead ~~and materials~~ necessary to complete the Work. It is used when the scope of work can be clearly determined, such as when detailed design drawings and/or specifications and supporting documents are available and site conditions are known. It may include a detailed schedule of values, construction schedule, and any other necessary documents.
- (d) **Additional Provisions Applicable to Type 1 Work Orders**
- (i) Additional equipment and services
- a. The District may issue a Work Order requiring the use of additional or specialized equipment not identified in the unit costs of the Agreement. The cost of such equipment may be identified separately and included in the specific Work Order to which it applies, or the Agreement may be amended through a Change Order with an amended cost schedule that includes such equipment. If deliverables are specified and sub-contractors are necessary to complete the Work, the Work Order shall specify the costs of the materials, equipment, and sub-contractors. The District must approve the hiring of subcontractors in order to ensure they are qualified to perform the Work and have been competitively procured.
- b. If due to an emergency, the District determines that material, equipment and/or subcontracted services that were not included in the original Work Order are required, the District may authorize procurement thereof in a manner that most efficiently and effectively minimizes public risk and economic loss.

- (ii) Equipment substitution. Equipment may be substituted by renting or leasing the same piece of equipment at the unit cost of the equipment under the agreement.
- (iii) Other Direct Costs: Subject to prior written District approval, the District will reimburse Contractor for materials purchased by Contractor and incorporated into the Work, non-contract equipment, leases/rentals, subcontract work, bonds, and permits obtained by Contractor, including applicable sales tax (“Other Direct Costs”), plus the allowable percentage markup in the Cost Schedule, provided Contractor adheres to the following the competitive procedures:
 - a. Cost is less than or equal to \$10,000: Two documented quotes (verbal, written, or online); or a written explanation to and approval from the District Work Order or Project Manager for not receiving two quotes.
 - b. Cost is greater than \$10,000: At least three written quotes, reviewed and approved by the District Work Order or Project Manager before purchase; or a written explanation to and approval from the Work Order or Project Manager for not receiving three quotes.
 - c. Temporary facilities and temporary use materials required for erosion control and dewatering operations may be considered as Other Direct Costs upon prior approval by the District Work Order or Project Manager.
 - d. Only equipment or materials that are incorporated into the Work and contracted services directly related to the Work qualify for compensation as Other Direct Costs. Compensation shall not be provided for any other costs associated with the Work not identified on the Cost Schedule or Work Order.

(iv) The District reserves the right to reject any proposed subcontractors.

- (e) **Mobilization/Demobilization. Ten hours is the maximum number of hours to be billed for each piece of equipment and includes both mobilization and demobilization. The hourly rates in the Hourly Rate Cost Schedule for the equipment and an equipment operator for transport shall be used for billing purposes.** ~~The cost of mobilization and demobilization for each piece of Category 1 equipment shall not exceed eight hours, per occurrence, using the hourly rates in the Hourly Rate Cost Schedule for the equipment and an equipment operator for transport. Should the transport include more than 1 piece of equipment, the mobilization hours shall be equally divided among the equipment. Category 2 equipment shall not qualify for mobilization. Mobilization costs for Category 1 equipment shall include all costs associated with moving each authorized piece of equipment to the project site and its removal from the site upon completion of the work, or portion of the work, covered under the Work Order. Eight hours is the maximum number of hours for each piece of equipment which includes both mobilization and demobilization for each Work Order. Furthermore, should two pieces of equipment be placed on the same flatbed to mobilize, then the Contractor would only be compensated for one piece of equipment.~~

The Contractor shall be required to mobilize within ~~14~~7 calendar days from the date the District executes the Work Order unless otherwise written in the Work Order **or previously discussed with the District's Project Manager.** Once work has commenced the Contractor shall provide additional equipment within 72 hours of the District's written request for equipment.

- (f) Hourly Rates

Category 1 Equipment (operator not included). The hourly equipment rates shall be paid for every hour the equipment is in operation by a qualified heavy equipment operator based on the equipment meter readings. The District will not compensate the Contractor for the time spent by personnel for fueling and providing any type of maintenance on the equipment. **However, the District will allow for up to 1 hour of the operator's time to be charged for daily preventative maintenance and pre-trip inspections.**

The District will not compensate the Contractor for equipment during idle times. Equipment idle time is defined as equipment that is on site, but not being utilized or operated for the task being performed. Equipment shall not be left running and unattended for any time period greater than 10 minutes unless specifically authorized by the District representative on-site. The District will only compensate the Contractor for the number of hours the equipment is utilized with one exception as follows, if equipment is not on the rate schedule list and is rented, the District will pay the rental rate with the specified markup.

All equipment listed under Category 1 on the Hourly Rate Cost Schedule shall have functional hour meters. Hour meter reading shall be recorded and tracked on the Daily Record of Hours (DRH) as supporting documentation for invoices. The equipment specified in the Hourly Rate Cost Schedule is given as a standard specification and size to accomplish the intended work. The Contractor may use any manufacturer's equipment provided it is equal to the standards specified.

The District's "CONTRACTOR'S DAILY RECORD OF HOURS" Form required to be completed by the contract was developed for heavy equipment with hour meters. Hours of use for pay item number 1.12, Dump Trucks 18 c/yd capacity, which typically have odometers instead of hour meters cannot be recorded as hour meter readings. Because of this anomaly, hours for this pay item are to be recorded as zero (0) hours for the start meter reading each week and the number of hours operated input in the meter reading for each day of work on the Form. This will result in the total hours of use for each specific truck for the week and will be the basis for payment on this item

Category 2 Equipment. The hourly equipment rates shall be paid for every hour the equipment is in operation. This type of equipment does not require a qualified operator and therefore shall be operated by a construction laborer ~~or a skilled laborer~~ performing a function as defined herein. The Contractor shall record the number of hours each Category 2 equipment is utilized for each workday on the DRH for Type 1 Work Orders.

Category 3 Labor. The hourly rate for all labor categories shall include the individual and all tools of the trade typically associated with the work being performed, including appropriate overhead and profit in Category 3 of the Hourly Rate Cost Schedule. The Contractor shall record the number of hours worked for each person by labor categories for each workday on the DRH Log Sheet for Type 1 Work Orders.

Heavy Equipment Operators: Heavy equipment operators shall operate one or several types of power construction equipment, ~~such as motor graders, bulldozers, scrapers, excavators, pile drivers, trucks, cranes, tractors, loaders or any equipment~~ identified under Category 1 on the Rate Schedule to accomplish the work. ~~The performance of incidental equipment maintenance by an operator shall be at the sole expense of the Contractor.~~ Equipment operator charges shall only apply for operation of Category 1 equipment while running based on hour meter readings, except as may apply for show-up time or otherwise authorized in writing by the District Work Order Manager. ~~The hours of work on equipment by a heavy equipment operator shall be charged at the Heavy Equipment Operator rate.~~

~~**Construction Skilled Labor:** The Contractor shall employ only experienced foremen, craftsmen, and other workmen competent in the specific work in which they are to be engaged. Skilled labor requires the use of specialized tools together with the knowledge and experience to efficiently and effectively perform the assigned tasks. The skilled laborers include but may not be limited to the following trades:~~

- ~~a. **Brick Masons:** Brick masons shall be able to lay and bind building materials, such as brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct or repair walls, partitions, arches, sewers, and other structures.~~
- ~~b. **Carpenters:** Carpenters shall be able to construct, erect, install, or repair structures and fixtures made of wood and other materials, such as concrete forms, building frameworks, including docks,~~

- ~~platforms, and other wooden structures typical for water control facilities and civil works construction.~~
- ~~e. Concrete Workers and Finishers: Concrete workers and finishers shall be able to place concrete in forms; apply cement, sand, and finish surfaces to remove imperfections from freshly poured concrete walls, foundations roads and walkways. Concrete workers and finishers shall also be able to use concrete finishing machines, concrete vibrators, screeds, etc. typically required for civil related structures such as box culverts, headwalls, retaining walls, foundation pads, and sidewalks.~~
 - ~~d. Pipe Layers: Pipe layers shall lay pipe for storm or sanitation sewers, drains, and water mains and perform any combination of the following tasks: grade trenches or culverts, position pipe, and seal joints.~~
 - ~~e. Reinforcing Metal Workers: Reinforcing metal workers shall position and secure metal bars in concrete forms to reinforce concrete and determine number, size, shape, and location of reinforcing rods from blueprints or sketches and oral instructions.~~
 - ~~f. Welders: Welders shall use hand welding, flame cutting, hand soldering, or brazing equipment to weld or join metal components or to fill holes, indentation, or seams of fabricated metal products.~~
 - ~~g. Layout Surveyor: Layout surveyors shall be proficient in reading and interpreting plans, performing necessary calculations, and the setup and use of surveying equipment for setting grades and laying out structures.~~

Construction Laborers: Construction laborers shall perform tasks involving physical labor at building, highway, and heavy construction projects, demolition sites and other civil works construction and be required to clean and prepare sites, dig trenches, set braces to support the sides of excavations, erect scaffolding, clean up rubble and debris, and assist other craft workers. Construction laborers may also be required to operate hand and power tools of all types, such as pumps, air hammers, earth tampers, cement mixers, small mechanical hoists, surveying and measuring equipment, and a variety of other equipment and instruments. **Construction laborer rates shall also be charged for the following trades (unless the work is subcontracted): brick masons, carpenters: concrete workers and finishers, pipe layers: reinforcing metal workers, etc.**

Contractor's Office Personnel: Duties performed by Contractor's office staff for the Work including obtaining quotes, invoicing, Daily Record of Hours logs, etc. is considered as overhead. All costs associated with office staff duties shall be considered overhead, because their time cannot be monitored by the District. Therefore, the costs associated with these duties are considered to be incorporated in the rates on the Contractor's Hourly Rate Cost Schedule. There is no separate pay item for this labor category.

Show-Up Time. Show-up time ~~based on rates in Category 3 of the Hourly Rate Cost Schedule~~ shall apply if the Contractor comes to the project site to work as scheduled by the District's Work Order Manager, and the District determines that work cannot be commenced due to inclement weather or for any other reason established by the District. Show up time compensation shall be allowed for Type 1 Work Orders only and is limited to two hours maximum per person per occurrence. Show-up time may be logged as such for each labor category as applicable.

- (g) **Documentation of Other Direct Costs.** The Contractor shall provide, with their invoice, a copy of the original vendor invoice for materials purchased at the direction of the District. If a vendor's invoice is from a supplier other than the one that provided the lowest quote, the Contractor shall provide an explanation for not using the lowest cost supplier. Altered or amended vendor invoices shall be rejected. The District reserves the right to reduce the amount reimbursed for materials if a competitive market analysis clearly demonstrates invoice(s) for material costs exceed market value.

If, after a Work Order has been issued, the District's Work Order Manager determines that material, equipment and/or subcontracted services are required that were not included in the original cost estimate, the Contractor shall follow the District's procurement policy stated in the Agreement.

- (h) **Cancellation.** Rainouts/work cancellations for Type 1 Work Orders are solely at the District's discretion, and all hourly charges shall cease at the time that work ceases. Should work cancellation occur prior to logging two hours, Contractor's personnel shall be compensated as show-up time. Cancellation of work at any time after two hours of work, the personnel shall be compensated only for the number of hours worked.
- (i) **Location of Work.** The District has 18 counties within its boundaries. All equipment and labor hourly rates shall be applied uniformly for work performed anywhere within the District under this Agreement. The District does not reimburse the Contractor for lodging and meals while working on assignment in any of the 18 counties.
- (j) **Equipment Requirements.** The Contractor's equipment shall be in good working condition and properly maintained. All equipment deemed not to be in good working condition shall be removed from the District property and replaced with satisfactory equipment, at no additional cost to the District. If requested by the District, the Contractor shall submit copies of equipment maintenance records.

(k) **Supervision**

1. Contractor's Project Manager

The Contractor's Project Manager (PM) shall be responsible for overall coordination and management of the Work under this Agreement. All costs associated with PM's duties shall be considered overhead, because their time cannot be monitored by the District. All costs associated with these tasks are considered to be incorporated in the rates on the Hourly Rate Cost Schedule. There is no separate pay item for this labor category.

2. Construction Supervision

The three levels of supervision provided under the contract include the Construction Superintendent, Construction Foreman, and Lead Operator. For all Work Orders, the type of supervision provided by the Contractor may vary depending upon the size of the Contractor work force on the project and the complexity of the project scope outlined in the Work Order. The level of District supervision provided shall be specified in the Work Order. The type of supervision required will be at the discretion of the District Work Order Manager. The Construction Superintendent, Foreman, or Lead Operator shall be the Contractor's representative at a construction site. The three levels of supervision are defined below:

- a. **Construction Superintendent:** The Contractor shall employ only experienced Construction Superintendents meeting the following experience requirements. Contractor's Superintendent shall substantiate a minimum three years' experience within the past five years for construction-related work including the following: general earthwork; dewatering; levee construction; culvert and water control structure installation; constructing erosion control facilities; cast-in-place and pre-cast concrete installation; constructing stabilized and/or paved roadways; and stabilization of disturbed areas. ~~The Construction Superintendent shall maintain daily logs of equipment and labor hours, perform basic construction layout, interpret plans, make field decisions based upon site conditions and be able to coordinate multiple construction activities/projects at the same time.~~
The hourly rate for the Construction Superintendent shall include the individual, a four-wheel drive vehicle (fuel, operation and maintenance), cell phone, basic survey equipment (level, rod, etc.) and appropriate overhead and profit.
Responsibilities include ensuring the Work **is properly scoped and** progresses according to the schedule **established an that all equipment, labor, material and subcontractors are coordinated to the site on time.**, ~~material and equipment are delivered to the site on time (if applicable), and~~

activities of the various workers do not interfere with one another. **When on-site, t**The Construction Superintendent directs and supervises all on-site activities; **The Construction Superintendent shall perform basic construction layout, interpret plans, make field decisions based upon site conditions and be able to coordinate multiple construction activities/projects at the same time. The Construction Superintendent shall review and ensure that the daily logs of equipment and labor hours are accurate and work performed each day is detailed an properly reported on the DRH. The Construction Superintendent is not required to be onsite at all times. The level of supervision by the Construction Superintendent will be detailed within each work order.** conducted by the different trades, craft workers, equipment operators, and laborers (as applicable). The Superintendent may on occasion need to operate equipment on site. When the Superintendent operates equipment listed in Category 1 of the Hourly Rate Cost Schedule or some equivalent, his time while on the equipment shall be logged as a Superintendent.

If the District determines that a Construction Superintendent is not competent to perform his/her duties for the type of work, the Contractor shall be provided with a written request to immediately remove the Construction Superintendent from the site. The Contractor shall provide a competent replacement within 48 hours of receipt of the District's notice. The Contractor will not be compensated for any down time during the replacement period.

- b. ~~**Construction Foreman:** Under a Type 1 Work Order, the District Work Order Manager may require a Foreman instead of a Construction Superintendent for supervisory responsibilities. In these cases, full time supervision by a Construction Superintendent is not required due to less complexity of the project and the number of workers provided by the Contractor. The hourly rate for the Construction Foreman shall include the individual, a four wheel drive vehicle (fuel, operation and maintenance), cell phone, basic survey equipment (level, rod, etc.) and appropriate overhead and profit. The Foreman shall be responsible for maintaining daily logs of equipment and labor hours and coordination with the District representative on work plans and daily activities. The Foreman shall also be responsible for directly supervising and coordinating activities of construction workers. In most cases, the Foreman may be required to work as an equipment operator for a portion of the work day. When the Construction Foreman operates equipment listed in Category 1 of the Hourly Rate Cost Schedule, his time while on the equipment shall be logged as a Foreman.~~
- e. **Lead Operator:** On Type I Work Orders which utilize a small work force and require limited supervisory responsibilities, a Lead Operator may be used for supervisory responsibilities. ~~with the approval of the District's Work Order Manager.~~ The hourly rate for the Lead Operator shall include the individual, a four-wheel drive vehicle (fuel, operation and maintenance), cell phone, ~~basic survey equipment (level, rod, etc.)~~ and appropriate overhead and profit. **The Lead Operator is expected to operate equipment daily but shall also be responsible for supervising and coordinating activities of other equipment operator and laborers.** The Lead Operator shall be responsible for maintaining daily logs of equipment and labor hours and shall coordinate with the District representative on work plans and daily activities. ~~The Lead Operator is expected to operate equipment daily.~~
- (l) **Work Schedule.** For construction or other services upon District property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the District Project Manager or Work Order Manager. Unless otherwise approved by the District Project Manager, Contractor's work hours on District property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the District a minimum of 24 hours in advance of the change and confirmed in writing.

For a Type 1 Work Order the Construction Superintendent, Foreman, or Lead Worker shall maintain detailed daily logs with hours of operation on all equipment, labor, and materials delivered to the site together with a description of tasks performed and project site conditions on the Daily Record of Hours