



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: August 31, 2022

TO: Prospective Respondents

FROM: Amy Lucey, Procurement Specialist

SUBJECT: Addendum #5 to Invitation for Bid, # 38004, Crane Creek M-1 Canal Flow Restoration

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: What is the completion time is for the project? All we see is a completion date of December 31, 2024.
- A1: The District expects the winning contractor to be approved at the October 2022 Governing Board. Contract execution would follow. Estimated start date would be November 2022, and a completion date of December 31, 2024.
- Q2: Are the Liquidated Damages really .5% of the contract value per day? A contract value of 20M would make the damages \$100,000/day. That is very excessive and not within industry standards. Please lower to something reasonable like \$1,000/day.
- A2: The liquidated damages have been revised to \$2000. per day.
- Q3: Please get the following clarified.
Sheet E4-1 show a line (____STS____)from the pump room to possible HIATUS.
Please advise if it is a electrical conduit and wire .
If the answer is yes please furnish the size of conduit and type of wire.
- A3: The STS line type is gravity stormwater piping defined on the Volume 1 Civil Legend sheet G4, and on Site Plan sheet C4-1, not an electrical conduit or wire. The STS in question runs from the Canal intake structure to the East pump station wet well.
- Q4: Sheet E4-2 show a 225a NF disconnect.
225A disconnects are not available.
After 200A the next size is 400A.
Please advise if 225A enclosed circuit breaker can be used or 400A disconnect is required.
- A4: The contractor should provide the next higher rated non-fused disconnect switch, which is the 400 amp switch.
- Q5: Please get the following clarified. Sheet E5-1 weir site plan do not show the location of compressors. Please furnish the location of compressors.
- A5: Per Volume 1 sheet C5-2, the air compressors are located on the weir control pad. Final arrangement will be determined in conjunction with the manufacturer and Owner during shop drawing review.

- Q6: There are two drills on the East Side Storm Force Main. Leaving the East Pump Station and approximately STA 117+60 headed west to approximate STA 100+97, then from approximately STA 100+50 to the west, to come up in the berm at approximately STA 83+00 (just west of the West Pump Station on Heritage Parkway) is this correct?
- A6: This appears to be approximately correct.
- Q7: All open cut connections, and tie ins along this track (to its outfall) are part of the East Force Main, is this correct?
- A7: The limits of each Bid Item are described in Specification Section 01200 Measurement and Payment, Part 2.01, and are supported by the contract drawings in Volumes 1 and 2. In that section, Bid Item 3, the last sentence reads: "This bid item includes a 24-inch-diameter stormwater force main installation from the fence-line of the District-owned East Stormwater Pump Station property to the interface with the precast inflow structures at the STA." Generally, the East Force Main is covered in Volume 1 with a revision shown in Volume 2 on C1-1 (excluding the pipeline leaving the West Pump Station).
- Q8: All other drills, connections and open cuts are part of the West Force Main, is this correct?
- A8: The limits of each Bid Item are described in Specification Section 01200 Measurement and Payment, Part 2.01, and are supported by the contract drawings in Volumes 1 and 2. In that section, Bid Item 5 covers the limits of the West Force Main. Generally speaking, Volume 2 covers the West Force Main including but not limited to sheets C6-1 through C6-13, with additional views, sections, details and notes on other drawings in Volume 2.
- Q9: There is approximately 10,350 LF of 24" Directional Bore required, is this correct?
- A9: The Contractor is responsible for determining quantities associated with the project. Generally, the quantity listed appears to be approximately correct.
- Q10: Is there 2 ARV's on the east force main or 1?
- A10: Please provide two ARVs on the east force main, one for each directional drill's east end. There is also a third ARV on the East Pump Station discharge piping.

Corrections:

Sample Agreement, page 27, 2. LIQUIDATED DAMAGES

NOTE: The Bid Due Date **remains** 2:00 p.m., **Thursday September 8, 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 alukey@sjrwmd.com.

**AGREEMENT
BETWEEN THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
AND _____ TO/FOR
CRANE CREEK M-1 CANAL FLOW RESTORATION**

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 _____ (""), 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 38004, Crane Creek M-1 Canal Flow Restoration (the "Work"). In accordance with IFB 38004, 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 December 31, 2024, 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 of one percent (.5%) of the total contract amount~~ **\$2000.00** 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.