



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 26, 2020
TO: Prospective Respondents
FROM: Amy Lucey, Contracts Administrator
SUBJECT: Addendum #1 to Invitation for Bids # 35868, Crane Creek M-1 Canal 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: Could you please clarify the wording of section 8.a. – Minimum Qualifications? Does the wording “Respondent (or a combination of the firm, individual, or project manager...” mean that a subcontractor listed with the Prime bidder can meet the qualifications for the project; in particular when discussing the qualification for the 24” directional drill item of work?
A1: The subcontractor listed with the prime contractor can meet the qualifications of the project.
- Q2: For the qualifications regarding the completion of the directional drill, does that have to have been done by the prime contractor or can we qualify using a directional drill subcontractor that meets those requirements? We have done directional drill projects but not one with that distance at one time.
A2: Please see answer A1 above.
- Q3: During the site visit the pump station location was not accessible. The road leading there from the south had several private property and no trespassing signs and led to a driveway of a house. Will there be a construction entrance and where will that entrance be located?
A3: The pump station parcel is owned by the St. Johns River Water Management District. The parcel can be accessed from Coastal Ln directly southwest of the canal without going through private property.
- Q4: Please confirm if there are liquidated damages and what the amount is.
A4: Please see pages 26 & 27 Paragraph 2. LIQUIDATED DAMAGES

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 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.

Q5: What is the anticipated start date?

A5: Anticipated start date is Late October or Early November.

Q6: Given the time frame of this project, does the current schedule factor in extreme weather conditions? (hurricane, heavy rain storms, etc.)

A6: The contractor should factor into the schedule normal seasonal rain events. The District will consider time extensions based on large weather events such as a hurricane.

Q7: Has the permit process for multiple areas been taken into account for the schedule?

A7: Contractor should factor into the schedule any permit processes necessary for the project. The District has obtained or is in the process of obtaining the following permits:

- Brevard County Right-of-Way Permit (in process)
- City of West Melbourne Site Permit (complete)
- City of Melbourne Site Permit (in process)
- FDOT Utility Permit (complete)
- FDEP Environmental Resources Permit (complete)
- US Army Corps of Engineers permit (complete)

Contractor shall be responsible for identifying and obtaining any permits that have not already been obtained. The District will pay agency permit fees. Permits to be obtained by the Contractor may include but not be limited to:

- Building permits (West Melbourne, Melbourne, and Brevard County).
- Notice of Intent to Use NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities
- FDEP Dewatering Permit

Corrections:

Paragraph 1, page 1 is revised as follows:

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., September 11, 2020. 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, Procurement Specialist, at 321-409-2156 or ALucey@sjrwmd.com. Responses will be opened ~~in the Procurement Conference Room, Administration Building, Palatka Headquarters, 4049 Reid Street, Palatka, Florida 32177-2571.~~ **by teleconference 888-585-9008 room number 850427670#**

Attachments:

Pre-bid Meeting Attendee List
Pre-bid Meeting Recording

NOTE: The Bid Opening **remains** 2:00 p.m., **Friday, September 11, 2020**

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 alucey@sjrwm.com.