



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: September 4, 2020
TO: Prospective Respondents
FROM: Amy Lucey, Contracts Administrator
SUBJECT: Addendum #2 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: Can Fusible 24" DR18 Fusible PVC® pipe be used as an equal to the 24" DR11 HDPE for the directional drilling segments?
A1: **The project is permitted through FDOT using HDPE. Fusible PVC is not permitted for this application.**
- Q2: Reference Spec. Section 11535, 2.03, C1 and Drawing No. Sheet E4-2. The referenced specifications and plan sheets require that a remote telemetry system be provided that conforms to the standards of SJRWMD. Please provided details such as electrical schematics, detailed bill of materials, hardware specifications, and software specifications on the required telemetry system and ancillary items, such as antenna and antenna cable. Additionally, will it be the responsibility of the RTU provider to integrate the new pump station and weir station into SJRWMD's SCADA system? Is the data from the flowmeter intended to be reported to SJRWMD SCADA or for local use only?
A2: **The remote telemetry system shall be a complete and functioning system with hardware and software design and details provided by the Contractor as a construction submittal for prior approval by the District. At a minimum, both the weir site and the pump station site will have the following main components:**
- a. **Campbell Scientific CR1000X Data Logger**
 - b. **Campbell Scientific Model CH200 12v Charging Regulator**
 - c. **Duracell DURDC12-35J 12v, 35ah Sealed Rechargeable Battery**
 - d. **Campbell Scientific Model 29796 120vac to 24 VDC Wall Charger**
 - e. **Sierra Wireless Airlink RV50 Cellular Modem, Antenna, and Coax Cable.**

The equipment shall be mounted to the electrical equipment racks at each site and shall be placed NEMA 4X Stainless Steel, lockable enclosure.

The RTU supplier shall coordinate with the District to integrate the new system into the Districts existing SCADA System.

The pumping station flow meter shall be reported through the SCADA System.

- Q3: Reference Plan Sheet S5-1, Detail 2 vs. 7 which then are located on plan sheet S5-2: The slab thickness at the Weir for Detail #2 is shown as 3' thick at an elevation of 6.50' similar to Detail 6, however Detail #7 is shown with a slab thickness of 3.5' at an elevation of 6.0'. Please clarify.
- A3: **The 3'-0" dimension in Section-2 on Sheet S5-2 should actually be 3'-6".**
- Q4: A contractor requested I quote for the storm water lift station and I am looking for specification for the RTU telemetry system. Is this specific to SJRWMD or is it a system like Data Flow?
- A4: **See Response A2.**
- Q5: Could the district please provide a quantity of each plant type?
- A5. **See quantities below. Quantities are based on plants being installed on 3.5' centers**

CommonName	Acreage	Species	Type	Quantity
Spikerush	2.8	<i>Eleocharis cellulosa</i>	Bare root	9,885
Fireflag	6.3	<i>Thalia geniculata</i>	Bare root	22,402
Pickerelweed	2.0	<i>Pontedaria cordata</i>	Bare root	7,230
Duck Potato	2.0	<i>Sagittaria lancifolia</i>	Bare root	7,230
Sedge	2.8	<i>Cyperus odoratus</i>	Bare root	9,885
Soft rush	2.6	<i>Juncus effusus</i>	Bare root	9,317
Bullrush	2.0	<i>Schoenoplectus californicus</i>	Bare root	7,230
20.5				73,181

- Q6: Would alternative be allowed in the treatment of pasture grasses?
- A6. **For the purposes of bidding, please follow the plans and specifications as provided.**
- Q7: In the planting plan under pre-planting site preparation it states that the littoral area must remain dry throughout the treatment period to ensure proper absorption of herbicides. If significant rain events occur during the absorption time frame will the contractor be reimbursed for additional treatment since it's not feasible to cover the entire area?
- A7. **No. Herbicide treatments are to occur in the dry season at a time when rainfall is not anticipated during or post treatment for several days.**
- Q8: Per Specification 2.08 of section 11280, the contractor is to provide a portable cofferdam system. Can the district please clarify the length of this cofferdam system and where it will be installed to perform the maintenance?
- A8. **Installation and maintenance of the portable cofferdam will be performed by the District. The basis of design is two 40-foot long units to be installed upstream and downstream of the gate within the concrete flow channel, on one side of the central dividing wall depending on which of the two gates is taken out of service.**
- Q9: Can the district please provide clarification regarding the what telemetry systems are compatible with the districts current set up?

- A9. See Response A2.**
- Q10. Reference Plan Sheet S5-1, from station 8+50 to 6+75, please provide a cross section or a clarification for this section. Cross Section 6/ Detail S5-2 is for the middle piece, however we need one directly east or west of that section.
- A10. Directly east and west of that section would show the sheet piling extending through the slab on grade and extending up to the top elevation called out. No steel channel cap is required at the top.**
- Q11. Reference S5-1, Weir Plan: please clarify the small circles along the center and along the west end of the weir.
- A11. These represent the sheet piling under the slab edge, and have been changed on the Rev A drawings provided with the Addendum to look like the typical sheet piling profile.**
- Q12. (a) Sheet C4-4 Detail 1 for Concrete Slab at Elevation 9.00 references Detail 1 on C4-6 “Typical Concrete Slab Detail”, this detail shows a 6-inch 5000 psi concrete slab with Welded Wire Fabric 4x4-W4xW4. Sheet S4-2 Section 1 & 2 shows slab to be 1’—4” thick and extending 1’-4” outside of walls with different reinforcement. Please clarify. (b) Sheet S4-2 Detail 2 Shows the slab at elevation 9.0 extending 1’-4” past the 1’-2” thick wall, it it meant to continue all the way out to edhe of the FDOT Type D curb? (c) On Sheet C4-4 Detail 1, please provide a Section view looking north between the stairs and the 16’ wide double swing gate as noted in the attached.
- A12. a. Detail 1 on C4-6 does not apply. Use Sections 1 and 2 on Sheet S4-2.
b. No. The 1’-4” thick footing is only part of the retaining walls, typical.
c. This section is not needed. The slab will be constructed as shown in section-5/S4-2, with an edge curb each side as shown in detail-5/C4-6 and a chain link fence each side (no safety railing as there is no drop-off in those areas) as called out in the plan.**
- Q13. Details 2 & 3 on Sheet C4-6 are not referenced anywhere in drawings. Is detail 2 to be applied to the Elevation 9.0 Concrete Slabs and Elevation 21 slab? And is detail 3 to be applied to Elevation 9.0 slabs?
- A13. Details 2 & 3 on Sheet C4-6 do not apply in this case. Use the structural details referenced in the plans.**
- Q14. Sheet S4-2 Section 5 shows the thickened edge of the upper level slab at Elevation 21.25, This detail does not show any railing along the perimeter of this upper slab, is the only railing along the 24 ft wide concrete retaining wall? Please clarify.
- A14. Safety railings are called out in the plans.**
- Q15. Sheet S4-2: (a) Conflicting rebar spacing for 6” thick slab on detail 2 and detail 5. Please clarify. (b) Detail 2 provide dimensions for thickened edge below bollards.
- A15. a. Use 10” spacing.
b. The bollards will be centered 12” off the inside face of the retaining wall and the width of the turned down edge will be 24” thickness. The sloped portion of the slab base just follows the angle of repose of the earth.**

Q16. Can the district please provide a revised plans sheet S5-1 with a standard scale instead of the odd ball 5/64" = 1' that was given.

A16. We are not able to revise the drawing scale within the timeframes available. However, the structural details are dimensioned, and the civil plans drawings are in more traditional scales and can be used to supplement the structural plans.

Q17. 2.02 of the sheet pile spec calls for design thickness plus .10" for expected 50 year corrosion and no less than .375 inches. I interpret this as the minimum total thickness including the .10" for corrosion is .375". Is that correct?

A17. This is correct.

Q18. Section 2.02 of the sheet pile spec also call for the sheet piles to be hot dip galvanized. The cost to hot dip galv. Sheet pile is much higher than coating and may require additional lead time for procurement. Is this something the district is aware of and is it really necessary when all of the sheet pile will be below grade or encapsulated in concrete?

A18. Concur. Hot dip galvanizing is not required for the sheet piles and should be excluded from the bids. All sheet piles shall be fully coated on both sides with Sherwin Williams Zinc Clad II (85) Inorganic Zinc Rich Coating or approved equal, in accordance with manufacturer recommendations. In addition to the Zinc Rich Coating, the dividing sheet pile wall at the Weir site detailed in Section 6 on S5-2 shall also be fully coated with two coats of Sherwin Williams Dura-Plate 235 Multi-Purpose Epoxy or approved equal, in accordance with manufacturer recommendations.

Q19. Reference Pump Station Sheet M4-2 detail B which calls out a 12" Magnetic flow meter. Specification 15125 item 2.05 only provides information for meters up to 2 inches. Please provide specifications.

A19. Following is the specification for the 12" Magnetic Flow Meter:

Flow element shall be of the electromagnetic type using the pulsed DC-type coil excitation principle with high preamp input impedance. The flow measuring system, consisting of flow element, transmitter, and appurtenances, shall have an overall accuracy of 1% of rate with a 10:1 turndown for all flows resulting from pipe velocities of 1 to 33 feet per second. The system shall operate on 120-volt (10%), 60-Hz power. The unit shall have a zero-stability feature, thereby eliminating the need to stop flow to check zero alignment.

The flow element shall be of watertight, NEMA 4 construction, unless otherwise noted. The meter shall consist of a 316 stainless-steel meter tube, 150-pound ANSI carbon steel raised face flanges, Teflon liner, and 316 stainless-steel electrodes, unless otherwise noted. Electrodes shall be either flush or bullet-nose type. Meters 4 inches and smaller with Teflon liners shall be wafer-style design. Suitable covers shall be provided for flow element ends to protect the tube liner during shipment. The unit shall be furnished with grounding rings or shall be provided with built-in grounding electrodes.

The remote flow transmitter shall be indicating, both flow rate and totalized flow, and suitable for pipe stand mounting, with integral indicators and totalizers furnished. The transmitter output shall be a 4 to 20mA DC signal in linear proportion to flow and shall drive loads with impedances in the range of 0 to 800 ohms without load adjustments for a 24 VDC supply. Output span and zero shall be manually adjustable. Both transmitter and primary element shall be powered from the same 120 volt, 60-Hz source.

Sufficient special cable(s) shall be provided for interconnection between the flow element and the transmitter. Cable(s) shall facilitate both signal and power for the flow element (120-volt, 60 Hz power will be made available at the transmitter).

For each size of flow tube, provide one spool piece with identical laying length and flanges. Provide lifting rings on each spool piece to facilitate the replacement of a flow tube by the spool piece.

Provide stainless steel sunshield and transient surge protection for the incoming 120 VAC and DC signals as manufactured by EDCO SLAC series. Transient surge protection shall be mounted in a stainless steel box.

The manufacturer of the flow meter shall be Krohne Optiflux 2300, or approved equal.

Q20. Reference Weir Sheet S5-1, there are 2 locations called out for Expansion joints. Reference Specification 03301 2.08 Expansion/ Contraction Joints (not used). Please confirm they are required at all locations along weir and provide information and details for expansion joints.

A20. The plan locations for expansion joints shown on S5-1 are correct. Details are provided on S5-3.

Q21. Reference Weir Plan Sheet S5-1, need clarification on notes: Sheet Pile Wall Top Elevation = +18.00' (see note 4&5)" Confirm this note is to reference top of sheet pile and not top of sheet pile wall, since sheet S5-2 detail 6 Central Wall Section shows Top of Wall elevation +18.50 and top of sheet pile elevation +18.00. Confirm this note is to reference only Note 4 at the bottom of sheet S5-1.

A21. The "sheet pile wall" is a term ONLY for the concrete wall encasing the sheet pile above the weir. All notes other than in section-6 are for the top of sheet piling.

Q22. Reference Weir Plan Sheet S5-1, need clarification on notes: Top of Sheet Pile Wall =+8.00' (Note 4)" Confirm this note is to reference top of sheet pile and not top of sheet pile wall. Confirm this note is to reference Notes 4 and 5 at the bottom of sheet S5-1.

A22. See Response A21

Q23. Is the contractor to purchase the stop logs? Please specify quantity if so.

A23. The Contractor is to purchase the stop logs. The quantity can be ascertained from Civil drawing C4-4.

Q24. The specifications indicate hot dipped galvanized coatings for the sheeting. Is this correct?

A24. See response A18.

Q25. Are they to be fully coated?

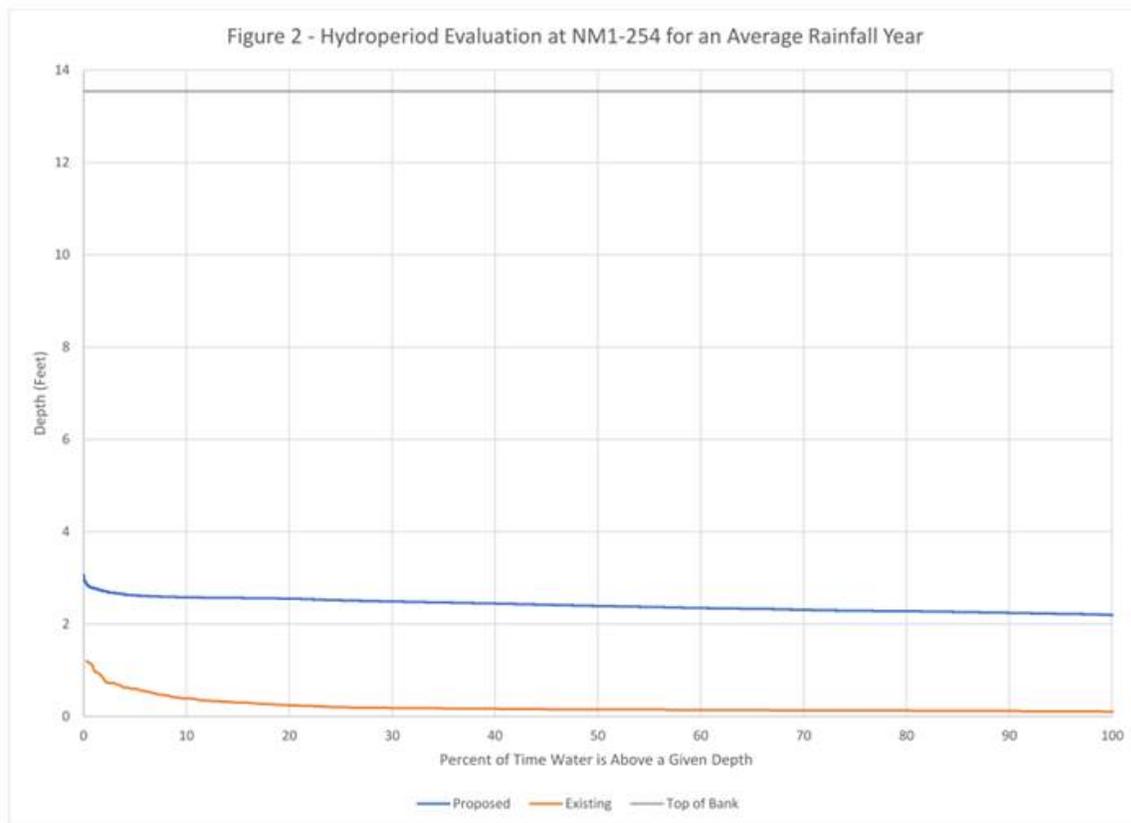
A25. See response A18.

Q26. What are the contract days to Substantial Completion, and Final Completion?

A26. **Final completion has been modified to December 31, 2022. Please calculate the number of contract days accordingly.**

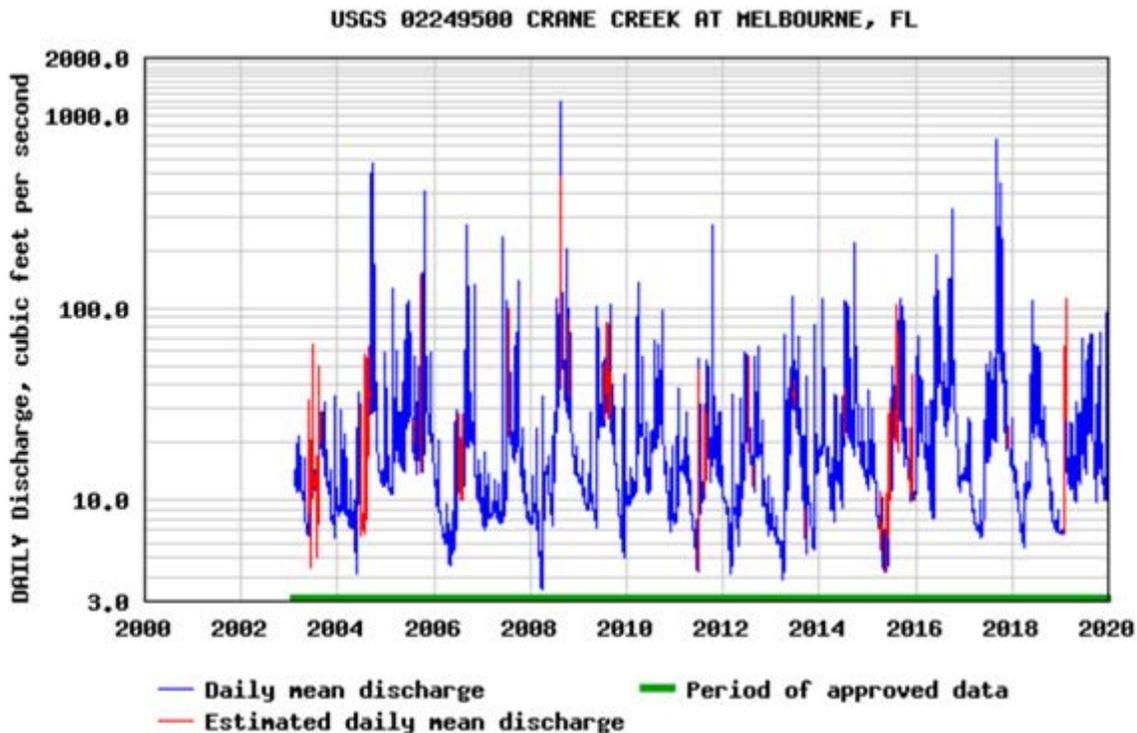
Q27. What is the observed elevation changes throughout the year of the canal?

A27. **We do not have observed elevation changes through the year available to us. The data we have available is the following graph showing modeled water depths over an average year at the weir site under existing conditions and with the proposed weir and pump operating. This does not necessarily represent highs and lows in the canal.**



Q28. What is the approximate flow rates throughout the year of the canal?

A28. **The following shows flows recorded by the USGS over the last 16 years at the stream gauge at New Haven Road, downstream of the weir site.**



The peak recorded flow at this USGS gauge was 1,700 cfs,

Q29: Is the Contractor responsible for providing the as-built drawings and As-Built Certification Forms, as described in both the U.S. Army Corps of Engineers Permit special conditions and the FDEP Permit general conditions?

A29: **The Contractor is required to provide as-built drawings in accordance with the specifications and the permit conditions. The Engineer will handle As-built Certification Forms preparation and submittal.**

Q30: Based upon Instructions to Respondents Item 16, the Contractor must execute the Agreement, and provide all documentation required by the Agreement, within ten (10) days of receipt of a Contract. Failure to do so entitles the District to collect the full amount of the Contractor's bid bond (5% of total bid), \$445,000 based on the \$8,900,000 engineer's estimate. Will the District consider modifying this requirement such that the Respondent provides the Agreement and all documentation within 15 days (or 10 "business days")?

A30: Page 9, 16. EXECUTION OF AGREEMENT has been changed as follows:

Unless all Bids are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ~~ten~~ **fifteen** days of the date of receipt,

Q31: The Cost Schedule includes the following two sentences:

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

With four lump sum bid items being used for the basis of award, we do not believe it is reasonable for the District to have the right to unilaterally delete any item(s), without approval from the Respondent. We respectfully request that sentence "A" above be modified to include acceptance by the Respondent.

A31: Please see revised Cost Schedule Attached which now awards based on the total lump sum price

Q32: The Liquidated Damages rate, specified as 0.5% of the total contract amount per day, represents \$44,500 per day, based on the \$8,900,000 engineer's estimate. The standard LD rate for FDOT projects with this same estimated total value is only \$3,756. The District's LD's for this project are nearly 12 times that of the standard FDOT rate. To minimize contingency dollars added to bid, and to respond to our Surety's concerns, will the District please provide an explanation of how \$44,500 per day could be a reasonable estimate of your actual damages?

A32: Please see A30.

Q33: Attachment A – Statement of Work, Item IV.1 indicates that the start date may be deferred up to 30 days due to permit delays. If the start date is delayed, will the Completion Date of September 30, 2022 be extended?

A33: Completion date has been revised to December 31, 2022. Please see revised page 26 and revised page 51 attached.

Q34: It appears there are two identical Technical Specifications files. Please confirm?

A34: Yes, the identical Technical Specification document was accidentally included twice in the bid package.

Q35: Please confirm that the Contractor shall include all costs for laboratory testing in accordance with Section 01450.

A35: Confirmed. Per 01450, "The Contractor will pay for the costs of all laboratory tests required..."

Q36: Section 11280 Pneumatic Control Gate, 1.08.A, states, "the structural design and configuration of the pneumatic control gate shown on the Drawings is based on the equipment supplied by Obermeyer Hydro." However, the only design information provided on the drawings is Detail 2/C5-7. Please provide technical data and schematics so we can fully understand what is being installed and permanently cast into concrete.

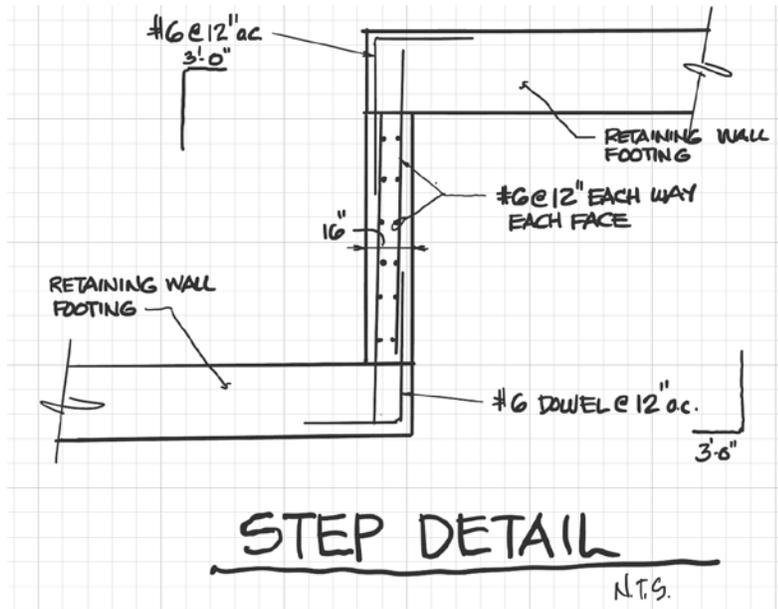
A36: This information shall be obtained by the Contractor from the Vendor.

Q37: For Detail 2/C5-7 an abutment plate is shown for the weir gate. Is this plate cast into the concrete or bolted on during weir gate installation? How many of these plates are required – one at each end of the weir? Is the plate hot-dip galvanized or stainless steel?

A37: The abutment plate is cast into the concrete on each side of each weir section, totaling four plates. The abutment plate shall be stainless steel.

- Q38: Specification 01100, Summary of Work, Paragraph 1.03A refers to using the 2015 FDOT Standard Specifications and Roadway Design Standards. General Note 21 on Sheet G3 indicates using the 2020 FDOT Standard Specification and Roadway Design Standards. We are assuming the project specifications supersede the general notes and are using the 2015 FDOT specifications and standards. Please confirm this is correct.
- A38: Confirmed. The 2020 FDOT Standard Specifications govern.**
- Q39: Please provide desired concrete placement pattern for the weir slab.
- A39: Concrete placement pattern is to be determined by the Contactor. Submit pour placement plan as a shop drawing for District approval.**
- Q40: Please provide the manufacturer for the basis of design for the removable bollards shown on Sheet C5-9.
- A40: One possible manufacturer would be Calpipe Security Bollards (www.calpipebollards.com), though other manufacturers may meet the requirements.**
- Q41: Is the Contractor to provide stop logs at the pump intake? Or just the galvanized posts?
- A41: Contractor is to provide the stop logs.**
- Q42: Can the list of mandatory bid attendees be provided?
- A42: This list was provided with Addendum 1 posted to [www.demandstar](http://www.demandstar.com) and www.vendorregistry.com**
- Q43: Specification Section 02078, Geogrid Reinforcement, states the Contractor is to provide geogrid reinforcement to bridge unsuitable materials. Are the required areas to be bridged indicated in the plans? Will this work be considered as unforeseen and be performed as needed under change order?
- A43: The Geogrid is for unforeseen conditions at the Stormwater Treatment Area, if required, and would be negotiated as a change order if needed.**
- Q44: Is there available public land to install the Owner's field office? Or do we need to find and rent from private land owner?
- A44: The pump station parcel is owned by St. Johns River Water Management District and can be used for a field office. The License Agreement with the City of Melbourne for work at monopole park may allow for a field office**
- Q45: Please confirm all steel sheet piling is to be coated by hot-dip galvanization. No other coatings are to be used.
- A45: See response A18.**
- Q46: Does all steel incorporated in the project need to be produced domestically?
- A46: No**
- Q47: There is a significant change in elevations for the foundations for the weir wall footings – see Details 1 through 5 on Sheet S5-2. Please provide a step detail for the weir wall footings.
- A47: The step in the retaining wall footings will include a 16 inch thick wall constructed perpendicular to the retaining walls. The wall will extend the full width of the lower retaining wall footing and go from the top of the lower footing to the underside of the upper footing. It will be reinforced with #6 @ 12" each way each face, with the vertical bars on the**

outside faces. #6 dowels on one side, top and bottom, will lap with the vertical bars within the wall and hook 3'-0" at the far side of the footings (top of the upper footing, and bottom of the lower footing). See sketch below.



Q48: Do you have flow rate information for the canal where the new weir is being constructed?
A48: See Response A28.

Q49: Will all construction and building permit costs be waived for the project?

A49: 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

Q50: Sheet S5-1 indicates one (1) stilling well location. Sheet E5-1 indicates two (2) stilling well locations. Please provide the correct number of stilling wells at the canal weir.

A50: Sheet C5-2 governs stilling well locations. There are two (2) stilling wells.

Q51: Do you have any manufacturer information on the stilling well?

A51: The stilling well is to be fabricated by the Contractor with prior approval of fabrication drawings from the District. No manufacturer information exists.

Q52: Per the Turnbaugh Temporary Construction Easement Agreement, any cleared material will need to be replanted – up to 45 gallon sized plantings. Note 6 on the last page of the agreement directs us to plant wax myrtle trees, 15 gallon-sized, at 8’ on center after complete. Is this a single row of trees or will it need to be 8’ on center in all directions for the 40’ wide easement?

A52: **Trees are required at 8’ on center each way in all directions to replant the cleared width of the easement.**

Q53: Due to the complexity of the project and the need for additional information, can the bid date be extended four weeks so we can provide an accurate bid?

A53: **The bid due date has been extended to 9/24/20.**

Q:54 Has the owner established a firm “award by date”, the concern would be, If the owner delays the selection and award process, with a fixed date vs # of day completion time, would any delayed award still provide the contractor sufficient time to secure any longer lead time material/equipment and also sufficient time to complete the work?

A54: **This project is now anticipated to go to the Districts November 10, 2020 Governing Board meeting for consideration. If approved the contract will be executed shortly thereafter. The completion date has also been extended to December 31, 2022. If a significant delay occurs during the selection process, the District will consider a time extension.**

Q55: How are significant changes or unforeseen conditions managed? Is time extension considerations allowed?

A55: **The District will consider time extensions through a change order based on unforeseen conditions outside of the control of the Contractor.**

Q56: Is this “no later than date” tied with Federal/State Grant program with a sunset expiration or is there another reason for this “no later than 9/30 2022 date”?

A56: **The completion date has been extended to December 31, 2022. The funding grants do not expire on this date.**

Q57: Is there a 12” MAG METER spec available. Do they want the less expensive (\$6,000) or the more expensive (\$11,000) meter?

A57: **Please See A19**

Q58: What is the bid bond percentage for the project referenced above?

A58: **Please refer to page 7, 9. BID GUARANTY, paragraph 1:**

Each Bid must be accompanied by a Bid guaranty in the form of a Bid bond or cashier’s check, payable to the District, for five percent of the “Total Bid Cost” indicated on the Bid.

Q59: Reference sheet C5-2 Note 6, please specify the tree type to be purchased for the city as there is significant differences in cost of 15’ tall trees.

A59: **For the purpose of bidding assume five (5) sabal palms and five (5) live oaks.**

Q60: Please confirm contractor is to account for the cost of 50 LF of 5’ wide sidewalk to be placed and coordinated with the city per sheet C5-2 note 5.

A60: **Confirmed.**

Q61: Please confirm contractor is required to provide a field office for St. John’s River Water Management District per spec section 01520?

- A61: **Yes, Contractor is required to provide a field office**
- Q62: Please confirm sheet pile shall be hot dipped galvanized per spec section 02260 part 2 2.02 C?
A62: **Please see response A18**
- Q63: Reference the Subsurface Soil Exploration, boring B-11 and B-12, please clarify the location of the water table.
A63: **The geotechnical report boring logs for B-11 and B-12 indicate “GNM” which means groundwater not measured. This is because the groundwater was not encountered in the top 10 feet of the hole, after which boring mud was introduced. However, the water depth in the canal may provide some indication of approximate groundwater elevation in the area (See response A27).**
- Q64: Reference Plan Sheet EC5-1, Notes #5, states “Contractor cannot impede flow above top of wall elevation and must maintain a hydraulic equivalent flow path to the existing M-1 Channel as shown on C5-5, Sec 9+30.” Please confirm, the Temporary Diversions must be designed for full capacity for the entire width and for a 100 year flood.
A64: **The Contractor shall maintain the waterway capacity as it exists upstream of the work zone.**
- Q65: In reference to pages 26 and 27 paragraph 2. Liquidated damages. With the given Project estimate of \$8,900,000.00, one half of one percent (.5%) would equal \$44,500.00 per day. Most projects of this size have an amount of \$1,000.00 per day for liquidated damages. \$44,500.00 seems excessively high and we ask that you consider a lower amount that is more in line with the industry standard of around \$1,000.00.
A65: **Please see A30.**
- Q66: Attachment A – Statement of Work, Item IV.1 indicates that the start date may be deferred up to 30 days due to permit delays. If the start date is delayed, will the Completion Date of September 30, 2022 be extended?
A66: **Completion date has been extended to December 31, 2022**
- Q67: Please confirm if there are Buy America or AIS provisions for this project.
A67: **There is no Buy American or AIS provision for this project.**
- Q68: Please provide specification and approved manufacturers for the Magnetic Flow Meter @ the pump Station.
A68: **See response A19.**
- Q69: Is Valmatic’s Model 7800 Swing Check Valve with Outside Lever & Weight considered to be an approved equal to the specified GA Model 220? (Spec section 15110)
A69: **During bidding, the Contractor may bid what is specified or assumes the risk of determining equal products.**
- Q70: Is M&H’s Model 59-02 Swing Check Valve with Outside Lever & Weight considered to be an approved equal to the specified GA Model 220? (Spec section 15110)
A70: **During bidding, the Contractor may bid what is specified or assumes the risk of determining equal products.**
- Q71: Is WL Plastics, Inc. considered to be an approved equal manufacturer to the specified DriscoPlex PE for HDPE? (Spec section 15146)

- A71: During bidding, the Contractor may bid what is specified or assumes the risk of determining equal products.**
- Q72: Is Tubi Group considered to be an approved equal manufacturer to the specified DriscoPlex PE for HDPE? (Spec Section 151456)
- A72: During bidding, the Contractor may bid what is specified or assumes the risk of determining equal products.**
- Q73: Is JM Eagle considered to be an approved equal manufacturer to the specified DriscoPlex PE for HDPE? (Spec Section 151456)
- A73: During bidding, the Contractor may bid what is specified or assumes the risk of determining equal products.**
- Q74: Is Georg Fischer considered to be an approved equal manufacturer to the specified DriscoPlex PE for HDPE? (Spec Section 151456)
- A74: During bidding, the Contractor may bid what is specified or assumes the risk of determining equal products.**
- Q75: Is Flying W Plastics considered to be an approved equal manufacturer to the specified DriscoPlex PE for HDPE? (Spec Section 151456)
- A75: During bidding, the Contractor may bid what is specified or assumes the risk of determining equal products. However, the project is permitted through FDOT using HDPE. Fusible PVC is not permitted for this application.**
- Q76: Is Fusible C900 an acceptable alternate to the proposed HDPE for Directional Drill applications? (Spec section 15146)
- A76: During bidding, the Contractor may bid what is specified or assumes the risk of determining equal products. However, the project is permitted through FDOT using HDPE. Fusible PVC is not permitted for this application.**
- Q77: Are Sigma Oneloks considered an approved equal restraint to the specified Ebaa Iron, Inc. Megalug 1100 and 2000 PV Series. (Spec Section 15155)
- A77: During bidding, the Contractor may bid what is specified or assumes the risk of determining equal products.**
- Q78: Are Stargrips by Star Pipe Products considered an approved equal restrain to the specified Ebaa Iron, Inc. Megalug 1100 and 2000 PV Series? (Spec Section 15155)
- A78: During bidding, the Contractor may bid what is specified or assumes the risk of determining equal products.**
- Q79: Are Uniflange restraints by Ford Meter box considered an approved equal to the specified Ebaa Iron, Inc. Megalug 1100 series and 2000 PV series? (Spec Section 15155)
- A79: During bidding, the Contractor may bid what is specified or assumes the risk of determining equal products.**
- Q80: Will Viton Gaskets be required for Fitting Restraints as specified in section 15155 or can industry standard SBR Gaskets be approved?
- A80: During bidding, the Contractor may bid what is specified or assumes the risk of determining equal products.**
- Q81: Is Napco an approved Large Diameter PVC Manufacturer? (Spec Section 15291)

A81: Products that meet the requirements of the specifications and contract documents will be approved.

Q82: Is Diamond an approved Large Diameter PVC Manufacturer? (Spec Section 15291)

A82: Products that meet the requirements of the specifications and contract documents will be approved.

Q83: Is National Pipe and approved Large Diameter PVC Manufacturer? (Spec Section 15291)

A83: Products that meet the requirements of the specifications and contract documents will be approved.

Q84: Are Sigma PV Lock Bell Restraints an approved equal to the specified Ebaa 1600 and 2800 series? (spec section 15291)

A84: During bidding, the Contractor may bid what is specified or assumes the risk of determining equal products.

Q85: Are Star's 1100C Bell Restraints an approved equal to the specified Ebaa 1600 and 2800 series (spec section 15291)

A85: During bidding, the Contractor may bid what is specified or assumes the risk of determining equal products.

Q86: Please clarify the Restrain System Notes on G-5 where the notes states to Restrain EVERYTHING (Fittings, Valves, Etc.) this is applicable to Mechanical restraints at fittings and valves, does in include the restraining of all pipe bell joints?

A86: The entire pipeline is restrained. Most of it is butt-fusion joined HDPE. The remaining C900 segments are relatively small with short straight runs - All joints, fittings, valves, etc. shall be restrained.

Corrections:

1. ATTACHMENT B – INSURANCE REQUIREMENTS, page 52, paragraph 1 modified as follows:

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage.

Contractor's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District"), **or other entity as may be required by a permit or other agreement**, as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

2. Page 26, 1. TERM, paragraph, (c) Completion Date has been modified as follows:

Completion Date. The Completion Date of this Agreement is ~~September 30, 2022~~, **December 31, 2022** unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.

3. Page 26, 2. **LIQUIDATED DAMAGES**, has been modified as follows:
 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~~ **\$4000.00** 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.

4. Page 51, Attachment A Statement of Work, IV TIMEFRAMES & DELIVERABLES, paragraph 2. has been modified as follows:
 All work shall be complete and the site demobilized in accordance with the plans and scope of work before ~~September 30, 2022.~~ December 31, 2022.

5. Page 13, ¹COST SCHEDULE, has been modified as follows:
 The bid will be awarded to the lowest responsive and responsible Respondent for ~~items one through four.~~ **the total lump sum price.** RESPONDENTS MUST PROVIDE COSTS FOR ALL LISTED ITEMS.

6. Page 9, 16. EXECUTION OF AGREEMENT has been modified as follows:
 Unless all Bids are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ~~ten~~ **fifteen** days of the date of receipt, along with the following:

Attachments:

Addendum Drawings 8.31.20 – Separate Cover
 Page 52, ATTACHMENT B – INSURANCE REQUIREMENTS – Revised Addendum 2
 Page 26 – Revised Addendum 2
 Page 51 – Revised Addendum 2
 Page 13 – Revised Addendum 2
 Page 9 – Revised Addendum 2

NOTE: The Bid Opening **has been changed to 2:00 p.m., Thursday, September 24, 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@sjrwmd.com.

ATTACHMENT B — INSURANCE REQUIREMENTS

Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the District receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20 10 04 13, or equivalent, naming the St. Johns River Water Management District (the "District"), **or other entity as may be required by a permit or other agreement**, as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation (Endorsement CG 24 04 05 09, or equivalent) against the District for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the District no less than 30 days' notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the District. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. District receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers' compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed District "Affidavit (Non-Construction)" for non-construction contracts.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability for each occurrence of not less than \$1,000,000 for personal injury, bodily injury, and property damage, with a(n) project aggregate of \$2,000,000. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** \$500,000 combined single limit.

**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 _____ ("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 35868, Crane Creek M-1 Canal Flow Restoration (the "Work"). In accordance with IFB 35868, 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 ~~September 30, 2022~~, **December 31, 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 of one percent (-.5%) of the total contract amount~~ **\$4000.00** 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.

8. A stormwater treatment area (STA) on a Brevard County floodplain mitigation site just west of the SJHP. The STA will include earthwork for constructing a wet detention pond using existing borrow pits on the site, precast inlet structures, and other incidental work.

III. TECHNICAL SPECIFICATIONS:

See "BIDDING AND CONSTRUCTION CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS" prepared by Jones Edmunds attached hereto and incorporated herein this document.

1.

IV. TIMEFRAMES & DELIVERABLES

1. Contractor shall begin work within 15 days of the Effective Date. The Effective Date is the date upon which the last party to this Agreement has dated and executed the same. The start date may be deferred up to 30 days due to permit delays.
2. All work shall be complete and the site demobilized in accordance with the plans and scope of work before ~~September 30, 2022~~. December 31, 2022

V. BUDGET

Contractor shall submit monthly itemized invoices based on a percentage of completion per detailed cost breakdown by one of the following two methods: (1) by mail to the St. Johns River Water Management District, Director, Division of Financial Management, 4049 Reid Street, Palatka, Florida 32177, or (2) by e-mail to acctpaysjrwm.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, the District may require, and Contractor shall provide, additional supporting information to document invoices.

Attachments:

Planting Plan Separate Cover
Plans Crane Creek M-1 Canal -separate cover
Specifications Crane Creek M-1 Canal- Separate Cover
USACE Permit- Separate Cover
Easement Executed Melbourne Square LLC – separate cover
Easement Executed Turnbaugh Temporary Construction Easement – separate cover
FDEP Permit – separate cover
FDOT I-95 Crossing Utility Permit Package – separate cover
FGT Encroachment Agreement – separate cover
FPL Partially Executed Crane Creek – separate cover
DHR 2020-1116-B, 267, FF - separate cover

- 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 of a competitive solicitation; or (4) negotiation strategies are discussed. Also, recordings of, and any records presented at, the exempt meeting are exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision or until 30 days after opening the bids, proposals, submittals, or final replies, whichever occurs earlier. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.
- c. Pursuant to §286.0113 Fla. Stat., if the District rejects all bids and concurrently provides notice of its intent to reissue the competitive solicitation, any recordings or records presented at any exempt meeting relating to the solicitation shall remain exempt from §119.07(1) and §24(a), Art. I of the State Constitution (Public Records) until such time as the District provides notice of an intended decision concerning the reissued competitive solicitation or until the District withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial District notice rejecting all bids.
- d. If two or more bids are equal in all respects, the Agreement will be awarded as follows: (1) to the Respondent that certifies compliance with §287.087, Fla. Stat., via the Drug-Free Workplace Form; (2) to a Respondent university in the State University System pursuant to §373.63, Fla. Stat.; (3) to a Respondent whose bid contains commodities manufactured, grown, or produced within the State of Florida pursuant to §287.082 Fla. Stat.; or (4) by lot.
- e. For 60 days after the designated date and hour of the opening of bids, the Respondent will not be permitted to increase its bid cost.
- f. The District reserves the right to award the Agreement to the next lowest available bidder in the event the Successful Respondent fails to enter into the Agreement, or the Agreement with said Respondent is terminated within 90 days of the effective date.
- g. All Respondents will be notified of the District's intent to award or decision to award the Agreement. For the purpose of filing a bid protest under §120.57(3), Fla. Stat., the time period will commence as provided in "NOTICES AND SERVICES THEREOF."

16. EXECUTION OF AGREEMENT

Submittal of a Bid binds the Successful Respondent to perform the Work upon acceptance of the Bid and execution of the Agreement by the District.

Unless all Bids are rejected, a contract substantially in the form included in these documents will be provided to the Successful Respondent, who must execute and return the Agreement to the District within ~~ten~~ **fifteen** days of the date of receipt, along with the following:

- a. A performance and payment bond
- b. A completed Internal Revenue Service Form W-9
- c. Satisfactory evidence of all required insurance coverage
- d. Proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent
- e. All other information and documentation required by the Agreement

The District will not execute the Agreement until the above documents have been executed and delivered to the District. The Agreement will not be binding until executed by the District. A copy of the fully executed Agreement will be delivered to the Successful Respondent. The District reserves the right to cancel award of the Agreement without liability at any time before the Agreement has been fully executed by all parties and delivered to the Successful Respondent.