

April 18, 2011

All Interested Bidders:

SUBJECT:

Invitation for Bid (IFB #11-1467-OV / Anna Maria Island, Coguina Beach

Artificial Reef Construction Project (Manatee County, FL)

ADDENDUM #1

Bidders are hereby notified that this Addendum shall be acknowledged on page <u>00300-3</u> of the Bid Form and made a part of the above named bidding and contract documents. Bids submitted without acknowledgement of the Addendum will be considered incomplete.

The following items are issued to add to, modify, and clarify the bid and contract documents. These items shall have the same force and effect as the original bidding and contract documents, and cost involved shall be included in the bid prices. Bids to be submitted on the specified bid date, shall conform to the additions and revisions listed herein.

Bidders Note: Additional questions shall not be accepted at this time as the stated deadline of **April 12**, **2011** has lapsed. This deadline has been established to maintain fair treatment of all potential bidders, while maintaining the expedited nature of the Economic Stimulus that the contracting of this work may achieve.

Attachments:

• Construction Cost Estimate: Memorandum from Project Engineer, Coastal Planning & Engineering, Inc., dated April 13, 2011. (1 Total Page)

Bidders: It is important to note that Manatee County Government is currently receiving competitive bids which are up to 50% lower than the Engineers' Estimate.

 Memorandum dated April 18, 2011 in reply to questions received at the Information Conference held on April 7, 2011 and questions received via email through April 12, 2011. (6 Total Pages)

> Financial Management Department – Purchasing Division 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 Phone: 941-749-3055 / Fax: 941-749-3034

April 18, 2011 Invitation for Bid (IFB #11-1467-OV) Coquina Beach Artificial Reef Construction Project Manatee County, FL Addendum #1 / Page 2

END OF ADDENDUM #1

Bids will be received at the Manatee County Purchasing Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205 until 2:00 P.M. on April 26, 2011.

Sincerely,

R. C. "Rob" Cuthbert, C.P.M., CPPO

Purchasing Division Manager

Attachments (7 total pages)



COASTAL PLANNING & ENGINEERING, INC.

2481 NW BOCA RATON BOULEVARD, BOCA RATON, FL 33431

561-391-8102 PHONE 561-391-9116 FACSIMILE

Website: www.coastalplanning.net E-mail: mail@coastalplanning.net

8446.75

April 13, 2011

Subject:

Invitation for Bid No. 11-1467-OV; Anna Maria Island, Coquina Beach

Artificial Reef Construction Project (Manatee County, Florida); Opinion of

Probable Construction Cost

To All Bidders:

The Engineer's Opinion of the Probable Construction Cost (EOPCC) for the referenced project is as follows:

- 1. Base Bid (includes mobilization/demobilization, construction of 4.87 acres, surveys for 4.87 acres and discretionary work for 4.87 acres): \$4,061,370.
- 2. Optional Alternate 1 Bid (includes construction of an additional 3.50 acres, surveys for additional 3.50 acres and discretionary work for additional 3.50 acres): \$2,402,630.

The total for both the Base Bid and the Optional Alternate 1 Bid is \$6,464,000. The Alternate 1 Bid must be added to the Base Bid work. The Alternate 1 Bid work cannot be constructed independently.

The EOPCC was determined as of the first quarter of 2011 and was based on the plans and specifications developed for the project, as incorporated into the bid documents. Modification of the project described in the plans and specifications may result in a change in the EOPCC.

Sincerely,

COASTAL PLANNING & ENGINEERING, INC.

Richard H. Spadoni

Executive Director and Project Manager

p:manatee/844665/plans and specs/artificial reef/probable construction cost letter



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8446.75

April 18, 2011

Subject:

Invitation for Bid No. 11-1467-OV; Anna Maria Island, Coquina Beach Artificial Reef Construction Project (Manatee County, Florida); Responses to Clarification Requests

To All Bidders:

The responses to requests received in writing through April 12, 2011 are as follows:

1. Will the county consider additional contract time if the Alternate bid is added to Base Bid? The 180 days of Contract Time for Base Bid is tight but adequate. If the Alternate bid is added to the base bid we would like to request a minimum of 135 contract days be added for this additional work.

Response to Question 1: The contract time for construction of the Base Bid, which includes the placement of 33,750 tons of boulders, is 180 days to substantial completion plus 30 days to final completion. If the County also elects to construct Alternate Bid 1 of 23,700 tons, an additional 75 days will be added to the construction period for a total contract time of 285 days.

2. CPE stated during the meeting that no weather days would be allowed. On specification sheet TS-8, paragraph 10.6, Time Extension for Delays Caused by Severe Weather or Sea State, that time extension will be granted. Any day where the sea's are too rough to safely install reef material, high winds, heavy rain or murky waters preclude the installation of reef material, weather days should be granted. Please clarify.

Response to Question 2: Technical Specifications page 8, Section 10.6 entitled Time Extension for Delays Caused by Severe Weather or Sea State defines the requirements to request a time extension in the event of severe weather or severe sea state. Additionally, loss of days due to underwater visibility that precludes the placement of boulders with diver guidance will be considered. Delays due to underwater visibility must be substantiated in writing with supporting documentation as described in steps (a), (b), (c) and (d) of Technical Specifications Section 10.6 in order to be considered grounds for a time extension for construction of the artificial reef. Multiple requests for time extensions may be granted on a case by case basis or grouped together at the discretion of the Engineer. Nevertheless, it is the sole responsibility of the Contractor to determine whether or not any activity is safe to conduct and to develop a work plan to complete the project as required by the contract documents.

Invitation to Bid No. 11-1467-OV April 18, 2011 Page 2

3. During the meeting, CPE stated there are no restrictions on working 7 days a week. In the contract under 4.2 and 4.2.1, it states, "Work at the site shall be performed during regular working hours and Contractor will not permit overtime work or the performance of work on Saturday, Sunday or legal holiday with County's written consent given after prior notice to Engineer (at Least 72 hours in advance)". Further, it states the contractor shall pay for all additional engineering charges to the County for any overtime work which may be authorized. If this statement is correct, at what cost? CPE stated this is not correct and should be deleted. Please clarify.

Response to Question 3: Technical Specifications Page 9, Section 11 Permissible Work Hours restricts the working hours to daylight hours only, subject to permit conditions. Work may be performed 7 days a week. Section 4.2 of the Invitation to Bid under Article 4, Contractor Responsibilities, shall be amended as follows: "Contractor shall provide competent, suitable qualified personnel to survey and layout the Work and perform construction as required by the contract documents. Contractor shall at all times maintain good discipline and order at the site. There is no restriction on working during holidays or weekends. However, the County will not pay overtime for work performed during holidays or weekends." Paragraph 4.2.1 under Section 4.2 is hereby deleted from the contract documents.

4. On contract specifications sheet TS-22, paragraph 3.3, it refers to New Pass landing Site as a possible option for staging, and unload and loading material onto the barges. Has the owner of this property and the home owner in the area approved the possibility of receiving approximately 3200 truck loads boulders at this location, while understanding the impact this would have on traffic?

Response to Question 4: Technical Specification Page 22, Section 3 addresses inlet accessibility and landing sites. Paragraphs 3.2 and 3.3 address the Longboat Pass commercial dock/loading facility and New Pass landing site, respectively. The Longboat Pass commercial dock/loading facility will not be available as stated in the specifications. The New Pass landing site may be available; however, the contractor shall not truck boulders along Gulf Drive on either Lido Key or Anna Maria Island. Paragraph 3.4 addresses Port Manatee. The bidder is encouraged to contact Mr. Steve Tindal of the Manatee County Port Authority to assess the feasibility and requirements for using the port in conjunction with constructing an artificial reef under contract with Manatee County. Mr. Tindal's phone number is 941-722-6621.

5. During the meeting it was hinted that Longboat Pass Commercial Dock/Loading Facility may be available. Under the specifications, sheet TS-22, paragraph 3.2 it clearly states Longboat Pass Commercial Dock /Loading Facility will NOT be available during the time frame of this project. Please clarify.

Response to Question 5: The Longboat Pass Commercial Dock/Loading will not be available for this project. Additionally, the Contractor shall not truck boulders on Gulf Drive. Please refer to response to Question 4.

6. For eighteen years Statewide Materials Inc. has supplied Limerock Boulders for several reef projects throughout Florida. The specifications in regards to size for boulders on this project is unreasonable to meet. What is the percentage allowed, less than two tons and larger than three tons. If the gradation stands as written, we would have to sort through approximately 100,000 tons to make the amount needed. This would become a very costly and time consuming process. If allowed 0-15% less than two ton and 0-15% larger than three ton, this would be a doable process.

Response to Question 6: The minimum boulder weight shall remain at 2 tons. The maximum boulder weight shall be increased to 3.5 tons. However, as stated on the bid form, the Contractor will be eligible for payment for a maximum tonnage of 33,750 tons for the Base Bid and 23,700 tons for the Alternate Bid 1 and shall utilize the tolerances provided to construct the reef area according to the contract documents. The Contractor shall not be eligible for compensations exceeding the tonnage of the Base Bid or the Alternate Bid 1.

7. In General Conditions Article 4.2 it states that no overtime work or work on Saturday and Sunday is allowed without permission. We would appreciate knowing if this will be allowed.

Response to Question 7: Please refer to Response to Question 3 above.

8. In General Conditions Article 4.2.1 it states that if overtime work is allowed, engineering charges will be assessed. Could you please state the cost of these charges?

Response to Question 8: Please refer to Response to Question 3 above.

9. In General Conditions Article 4.12 there is a requirement for a Registered Land Surveyor who is registered in Florida. Would a registered Land Surveyor from another state be acceptable if he has marine experience?

Response to Question 9: A land surveyor registered in another state will not be acceptable.

10. General Conditions Article 8 addresses time extensions including abnormal weather. Since this is so subjective based on each Contractor's opinion, would you consider placing a limit on what is considered excessive seas, such as four foot seas?

Response to Question 10: No. Limitations will be based on the equipment utilized by the winning bidder. Such limitations shall be determined by Contractor and submitted as part of the bid in the response to Question 17 in Section 00430 of the Invitation to Bid – Contractor's Questionnaire. Abnormal weather will be considered in the performance of the work as described in the Response to Question 2 above. Never-the-less, the successful bidder shall be prepared to utilize means and methods sufficient to achieve the work defined by the contract documents in the contract time.

11. General Conditions Article 9 states the work to be in accordance with the contract documents for a period of 3 years. Does this mean we must maintain the reef from any and all events?

Response to Question 11: No. If the Contractor has constructed the artificial reef in compliance with the plans and specifications for the project, and the reef has been accepted by the Engineer, the Contractor will not be responsible for damage to the reef caused by wave and weather events.

12. General Conditions Article 9.32 addresses that same scenario as No. 5 above.

Response to Question 12: Please refer to Response to Question 11 above.

13. General Conditions Section 1050 addresses the same scenario as No. 3 above.

Response to Question 13: Please refer to Response to Question 9 above.

14. Technical Specifications Paragraph 10.6 addresses the sea state. We request you consider the wording in Item 4 above.

Response to Question 14: Please refer to Response to Question 10 above.

15. Technical Specifications, Please clarify what is meant in Article 8.0 by the location of the boulders? Are we to obtain a GPS location for each boulder?

Response to Question 15: Technical Specifications Page 6, Section 8, Record Drawings, refers to the generalized location of the boulders to track progress and daily placement within the construction area. A GPS location will not be required for each boulder.

16. Technical Specifications Paragraphs 16.2.4 and 16.3 imply that each boulder is to be numbered and weighed. Is this the requirement?

Response to Question 16: Technical Specifications Page 12, Paragraphs 16.2.4 and 16.3, do not require that each boulder be numbered and weighed individually. Paragraph 16.2.4 requires the Contractor notify the Engineer in advance of certified boulder weight determinations as specified under Paragraph 16.2. Paragraph 16.3 requires that the Contractor provide an estimate of the quantity of boulders to the Engineer as well as the tonnage of the boulders needed to complete the entire work based upon placement achieved for each acre of reef constructed.

17. Technical Specifications, In Article 18.1 it states that the initial payment is subject to 10% retention, but 18.3 states all payments will be subject to 2.5%.

Response to Question 17: Technical Specifications Page 13, Paragraph 18.1 is an error concerning the retainage. The correct percent retainage is 2.5% as stated in Paragraph 18.3.

18. Technical Specifications, In Article 7.0 of Part 2 it again refers to the weight of the individual boulders and the number of the boulders. Are these required?

Response to Question 18: Please refer to Response to Question 16 above.

19. Technical Specifications, Article 5.0 of Part 2 requires fixed position of the material barge. Can the barge is spudded down in areas of no work as long as it is not encroaching the 50' limit on existing hard bottom?

Response to Question 19: Yes, the barge can spud down in areas of no work as long as it is not encroaching on the 50-ft buffer of natural hardbottom and pre-existing artificial reefs.

20. Can broken concrete, without rebar, be used instead of rock?

Response to Question 20: No.

21. Will a negotiated percentage of stone cost be paid for stone delivered and stockpiled at a secure site?

Response to Question 21: No.

22. Is this a buy American project?

Response to Question 22: No.

23. Will work be allowed between May 1 and October 31?

Response to Question 23: Yes. Since no work will be allowed on the beach for this project, nesting sea turtles will not be disturbed by the construction.

24. Alternate Bid 1 does not have a line item for Mobilization/Demobilization - if Alternate Bid 1 is selected, will it be in addition to the Base Bid (which includes Mob/Demob), or might it be selected <u>instead</u> of the Base Bid? If selected instead of the Base Bid, how will Mobilization/Demobilization for Alternate Bid 1 be paid for?

Response to Question 24: If Alternate Bid 1 is selected, it will only be in addition to the Base Bid.

25. How long after the bid will the Notice To Proceed be issued, and, will the Contractor's allowed 180 and 210 calendar days be affected by the Turtle restrictions?

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Response to Question 25: The Notice to Proceed will be issued within 7 days of the selection of the Contractor. Turtle restrictions will not affect the construction as the Contractor will not be utilizing the beach where sea turtles may nest or performing operations at night.

26. At the meeting it was stated that the calculation for the distances of placed boulders is based on sand to stone ratio measured to the closest point. What exactly is this calculation?

Response to Question 26: The specification was developed based on average spacing and random transects across the reef area. The ratio required by the permit is 68% stone to 32% sand. The boulders are assumed to be 3.5 ft diameter with a scaling factor of 0.8 to approximate between cubical (1.0) and angular stone (0.65). Therefore, the percentage is approximated by: 3.5 ft rock * 0.8 / (3.5 ft rock + 0.5 ft space) = 70% stone vs. 30% sand. This provides a small factor of safety in achieving the requirements of the permit.

Sincerely,

COASTADPLANNING & ENGINEERING, INC.

Thomas P. Pierro, P.E., D.CE. Senior Coastal Engineer

cc: Olga Valcich, Manatee County

Rick Spadoni, CPE

Michelle Rees Pfeiffer, CPE

p:manatee/844675/artificial reef/bidding/addendums/addendum no. 1041811