

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT

PROJECT NAME: Pahokee Marina Re-Configuration and Fisheries Enhancement

PROJECT NUMBER: 2016ERM02

ADDENDUM NO. 1
DATE OF ISSUANCE: SEPTEMBER 15, 2016
VIA ERM WEBSITE

THE BIDDER IS REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY COMPLETING PARAGRAPH 1.4 ON PAGE 3 OF THE BID FORM IN YOUR SEALED BID. THE BIDDER SHALL INSERT THIS ADDENDUM INTO ITS CONTRACT DOCUMENTS SET. THIS ADDENDUM SHALL BECOME PART OF THE CONTRACT DOCUMENTS WHEN THE CONTRACT IS EXECUTED. DO NOT SUBMIT THIS ADDENDUM PRINTOUT WITH YOUR SEALED BID.

MODIFY THE FOLLOWING (revisions in *underlined italics*):

ADDITIONS/DELETIONS TO SUPPLEMENTAL GENERAL CONDITIONS:

Delete Page: SGC – 2

Insert Page: SGC – 2A

ADDITIONS/DELETIONS TO THE TECHNICAL SPECIFICATIONS:

Delete Pages: TS-2, TS-5, TS 35 and TS Attachment D-2

Insert Pages: TS-2A, TS-5A, TS-35A and TS Attachment D-2A

ADDITIONS/DELETIONS TO THE PLANS

Delete Plan Sheets: Sheet 3.2 and Sheet 4.1

Insert Plan Sheets: Sheet 3.2A and Sheet 4.1A

POINTS OF CLARIFICATION:

1. The attendee lists, agenda, and audio recording of the Non-Mandatory Pre-Bid Meeting are available on ERM's website:
<http://www.pbcgov.com/erm/contracts/active.htm>.

2. Pending and completed ERM projects are described on ERM's website: <http://www.pbcgov.org/erm/downloads/project-fact-sheets.htm>.
3. The Engineer's cost estimate is: \$1,540,000.
4. Although no Palm Beach County Small Business Enterprise (SBE) Program compliance is required on this Project, the successful Bidder will be required to submit a monthly State of Florida Minority and Service-Disabled Veteran Business Enterprise Report. There is no minimum Minority and Service-Disabled Veteran Business Enterprise goal for this Project.
5. E-Verify and Living Wage provisions apply to this Project.
6. ERM anticipates Contract award November 22, 2016 and Work Commencement by November 28, 2016. See Section 1.5 of the Bid Form, page Bid Form-3 and revised page TS-2A for additional clarification.
7. There are two milestones: (a) one hundred fifty-four (154) calendar days for Substantial Completion of breakwater demolition and construction by May 1, 2017, and (b) Final Completion of and submit the final invoice to the County for the breakwater demolition and construction by June 1, 2017.
8. There will be no time extensions for completing the breakwater demolition/construction milestone work to ensure utilization of grant funding.
9. The County reserves the right to evaluate and award the winning bid based on either: (a) the lowest total of the Base Bid and Alternate Bid or (b) solely on the lowest Total Base Bid.
10. The County may elect to use Palm Beach County's Artificial Reef and Breakwater Annual Contract (2015ERM01) to award the Alternate Base Bid. Information about those contractors is located at <http://www.pbcgov.com/erm/contracts/results.htm>
11. The Vance Construction Co. (Vance), as the Primary Contractor for the Artificial Reef and Breakwater Annual Contract (R2015-0649), is constructing 4 breakwaters on the Pahokee Marina perimeter between September 2016 and March/April 2017. These breakwaters are detailed in permit drawings in Appendix A and identified on revised Plan Sheet 3.2A. Vance contact information is 561-650-0016; vanceconstructioncompany@gmail.com; 225 Southern Blvd., Suite 201, West Palm Beach, FL 33405-2768.
12. Vance will also be using separate Staging Area (see revised Plan Sheet 3.2A) and will be responsible for removing the existing 250 feet by 75 feet debris pile located at the Pahokee Marina site (see revised page TS-5A).
13. The successful Bidder will be responsible for securing a separate staging area adjacent to the area occupied by Vance (see revised Plan Sheet 3.2A) and shall

coordinate with Vance or any other County Contractor.

14. The successful Bidder will be responsible for locating the water main and all other underground utilities prior to starting Work.
15. The existing breakwater/jetty was constructed by The Murphy Construction Co. See revised TS Attachment D-2A and revised Plan Sheet 4.1A for updated information on the existing breakwater/jetty to be removed/deconstructed.
16. Any Hot Rolled Sheet Pile meeting the Physical Characteristics as outline on pages TS-27 and TS-27 shall be considered for acceptance as an approved alternate. Cold Formed Sheet Pile flexural section properties are required to be 120% of the hot-rolled section values to be considered for acceptance as an approved alternate.
17. Bedding Stone Layer shall be constructed a minimum of 12 inches thick. Neatline tolerance shall be 6 inches above and 0 inches below as outlined on revised page TS-35A.

APPROVED FOR ISSUANCE BY:



Daniel Bates, Deputy Director
Department of Environmental Resources Management

4. Duty of Continuing Disclosure of Legal Proceedings
 - (a) Prior to execution of this Contract, Contractor must disclose all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (Proceedings) involving Contractor related to any prior or current work performed at Pahokee Municipal Marina ("Marina Work") by submitting, in his sealed bid to the County, a:
 - (i) completed statement in #1.9 on page Bid Form - 4, and,
 - (ii) written Disclosure if the response to #1.9 is in the affirmative.
 - (b) Thereafter, Contractor has a continuing duty to promptly disclose all Proceedings related to Marina Work or this Project upon occurrence.
 - (c) This duty of disclosure applies to Contractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities on Marina Work or this Project. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.
 - (d) Contractor shall promptly notify the County of any Proceeding relating to or affecting the Contractor's business on Marina Work or this Project. If the existence of such Proceeding causes the County or DEO concern that the Contractor's ability or willingness to perform the Contract is jeopardized, Contractor shall be required to provide the County all reasonable assurances requested by the County to demonstrate that:
 - (i) Contractor will be able to perform the Contract in accordance with its terms and conditions; and
 - (ii) Contractor and/or its employees or agents have not and will not engage in conduct in performing services for the County which is similar in nature to the conduct alleged in such Proceeding.
5. E-Verify (State-funded contract)
 - (a) The Vendor/Contractor shall submit a completed E-Verify Certification (page Bid Form-14) with his sealed bid. Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Contract, and, shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. The Department of Homeland Security's E-Verify system can be found at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
 - (b) The successful Contractor shall maintain a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
6. Pursuant to Palm Beach County Code Section 2-80.47 and Section 255.0991, Florida Statutes, the Palm Beach County Local Preference Code (Chapter 2, Article III, Division 2, Part D) is not applicable to this solicitation as more than 50 percent of the funding will

PAHOKEE MARINA TECHNICAL SPECIFICATIONS

DIVISION ONE - GENERAL REQUIREMENTS

SECTION 01001- GENERAL REQUIREMENTS

PART 1 – GENERAL

1.1 THE REQUIREMENT

- A. This Section is made for the explanation and guidance of the work outlined by the contract documents. The omission of reference of any required work by the Contractor to comply with Federal, State, or Local Regulatory Agencies shall not, however, alter the intent of the Bid Form, or relieve the Contractor of the necessity or complying with or furnishing such, as part of the Contract.

1.2 RELATED REQUIREMENTS

- A. Section 01300 Submittals

1.3 SCOPE OF WORK

- A. The work covered by these specifications comprises in general the furnishing of all supervision, labor, materials, equipment, supplies, tools and manufactured articles of every kind required to conduct work as described by the Contract Documents.
- B. The scope of work includes construction within the Pahokee Marina, located at 190 North Lake Way, Pahokee. The work area is situated near the eastern shore of Lake Okeechobee within the City of Pahokee. This project consists of breakwater demolition, construction of new breakwater, and installation of armor stone for scour protection and fisheries enhancement.
- C. The work includes all transportation and all temporary services, utilities, systems and construction, including those not expressly shown or called for in the Contract Documents, necessary to properly accomplish and complete the work in accordance with the requirements of the Contract Documents.

1.4 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

- A. The Contractor shall be required to (a) commence mobilization (Commencement Date) under this contract with an anticipated Commencement Date of November 28, 2016, (b) prosecute the work diligently, and (c) complete the post-construction surveys, demobilization, and site clean-up and restoration not later than one hundred eighty five (185) calendar days from Commencement Date. This schedule shall become the contract completion schedule for all purposes including assessment of liquidated damages.

See Section 1.5 of the Bid Form, Bid Form – 3 for additional information.

PAHOKEE MARINA TECHNICAL SPECIFICATIONS

SECTION 01001 – GENERAL REQUIREMENTS (Continued)

- D. The Contractor shall immediately notify the County of any non-compliance with the permits, easements or terms and conditions of this contract. Any non-compliance noted by the County shall be brought to the attention of the Contractor and the appropriate regulatory agencies. The responsible regulatory agency will determine the action to be taken and the County will notify the Contractor. Such actions may include temporarily discontinuing construction of the project. The Contractor shall comply and require all subcontractors to comply with all applicable Federal, State or local laws or regulations, permits, easements and all elements of the Environmental Protection Plan. The Contractor shall be liable for any actions or delays resulting from any violation or non-compliance with the conditions of the permits, easements and terms of this contract attributable to their personnel or subcontractors.

1.11 STAGING AREA

- A. A Staging Area has been identified on the plans for use by the Contractor. It shall be the Contractor's responsibility to comply with the conditions of use of the Staging Area listed below. Transit routes to and from this area are the Contractor's responsibility. Conditions of use are as follows;
1. Fence off Staging Area with chain link fence with windscreen for dust control and silt fencing to contain Staging Area prior to mobilization. Contractor shall water down the Staging Area as necessary to maintain dust control.
 2. Install silt fencing and comply with Best Management Practices around areas adjacent to the water prior to mobilization.
 3. Install protection barriers around all structures, trees, and light poles within the Staging Area prior to mobilization.
 4. Contractor shall mark all utilities in the Staging Area prior to mobilization.
 5. Obtain all required permits for the Staging Area and provide copies of the permits to the County.
 - ~~6. Remove and dispose of an area of existing debris approximately 250 feet by 75 feet located within the Staging Area if it has not been previously removed.~~
 7. Repair any damage caused by the Contractor's use of the Staging Area including but not limited to, the repair and replacement of irrigation, seawalls, curb cuts, sidewalk replacements, replacement of sod, damaged trees, and landscaping materials required to restore the Staging Area to its original condition.
 8. Storage of equipment or materials not related to the project is prohibited.
- B. ~~The County reserves the right to direct the Contractor to provide access for other County Contractors to utilize a portion of the Contractor's Staging Area for loading material onto a barge. This area has been identified on the plans.~~ It shall be the Contractor's responsibility to coordinate with other County Contractors, as needed, to allow reasonable access to the area identified on the plans at no additional cost to the County.

PAHOKEE MARINA TECHNICAL SPECIFICATIONS

SECTION 02390 – STONE PROTECTION AND GEOTEXTILE MATERIAL (Continued)

2. Acceptance of Materials - Acceptance of a source of stone is not to be construed as acceptance of all material from that source. The right is reserved to reject materials from certain localized areas, zones, strata, or channels, when such materials are unsuitable for stone as determined by the County. The County also reserves the right to reject individual units of produced specified materials in stockpiles at the quarry, all transfer points, and at the project construction site when such materials are determined to be unsuitable. During the course of the work, the stone may be tested by the County, if the County determines that testing is necessary. If such tests are determined necessary, the testing will be done in the County's testing laboratory or commercial laboratory selected by the County. This additional sampling and testing shall be performed at the Contractor's expense when test results indicate that the materials do not meet specified requirements. When test results indicate that materials meet specified requirements, an equitable adjustment in the contract price will be made for the sampling and testing. Any material rejected shall be removed or disposed of as specified and at the Contractor's expense.

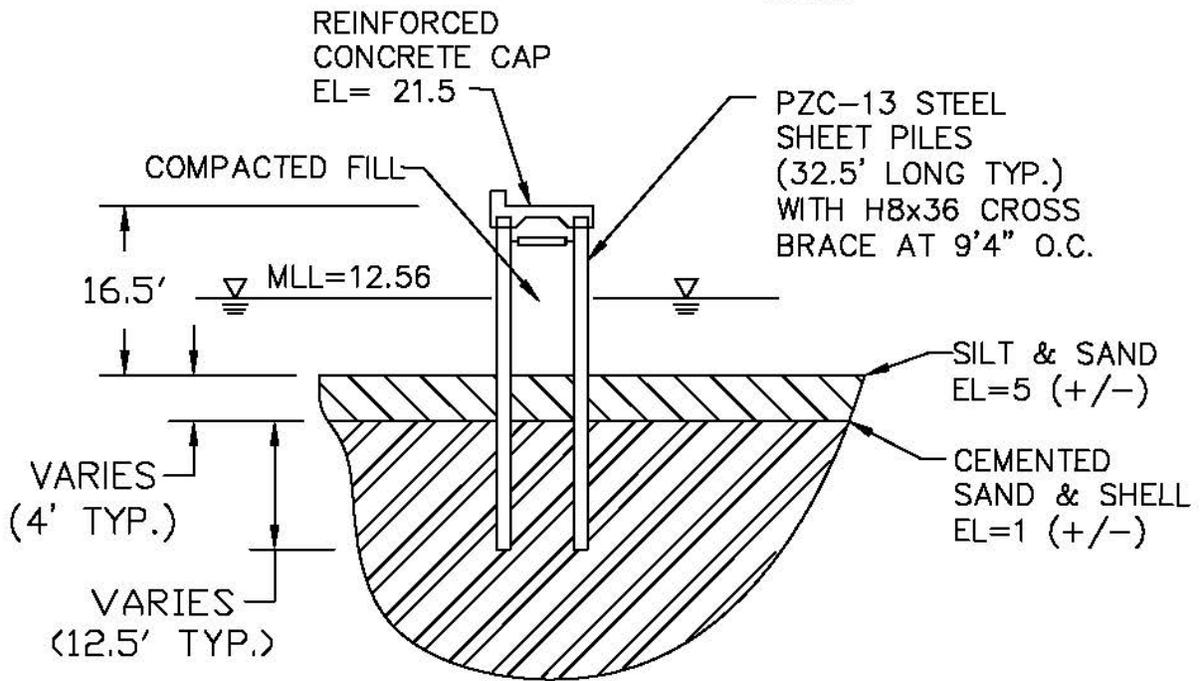
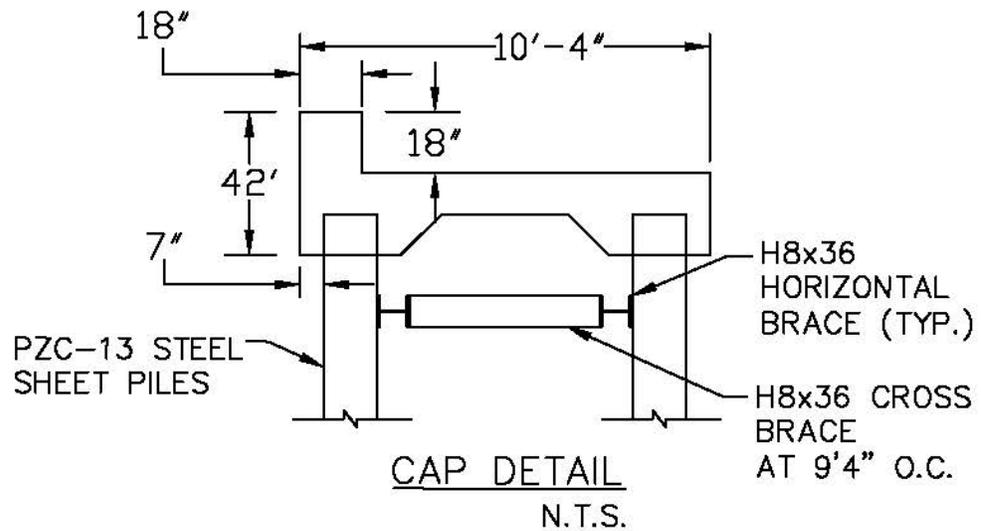
1.11 CONSTRUCTION TOLERANCES

- A. The finished surface and stone layer thickness shall not deviate from the lines and grades shown by more than the tolerances listed below. Tolerances are measured perpendicular to the indicated neatlines. Extreme limits of the tolerances given shall not be continuous in any direction for more than five (5) times the nominal **Armor** stone dimension nor for an area greater than 1000 square feet of the structure surface.

NEATLINE TOLERANCES

MATERIAL	ABOVE NEATLINE (Inches)	BELOW NEATLINE (Inches)
Bedding stone	6	0
Armor stone	18	12

- B. The intention is the work shall be built generally to the required elevations, slope and grade and that the outer surfaces shall be even and present a neat appearance. Placed material not meeting these limits shall be removed or reworked as directed by the County. Payment will not be made for excess material which the County permits to remain in place.



NOTES:

1. ALL ELEVATIONS IN NGVD29.
2. OKEECHOBEE WATERWAY MEAN LAKE LEVEL (MLL) EL=12.56 NGVD29.

**PAHOKEE MARINA RE-CONFIGURATION
AND
FISHERIES ENHANCEMENT PROJECT
PROJECT NO. 2016ERM02**



**PALM BEACH COUNTY
DEPARTMENT OF
ENVIRONMENTAL RESOURCES MANAGEMENT
2300 NORTH JOG ROAD, 4th FLOOR
WEST PALM BEACH, FLORIDA 33411
(561) 233-2400**



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Always call 811 two full business days before you dig to have underground utilities located and marked.
Sunshine811.com

VERIFY SCALE

 BAR IS ONE INCH ON ORIGINAL DRAWINGS. ADJUST SCALES AS NECESSARY.

NO.	REVISION	DATE	BY

PALM BEACH COUNTY
 ENVIRONMENTAL RESOURCES MANAGEMENT DEPARTMENT (ERM)
 ENVIRONMENTAL ENHANCEMENT & RESTORATION DIV.
 2300 NORTH JOG ROAD
 WEST PALM BEACH, FLORIDA
 (561) 233-2400

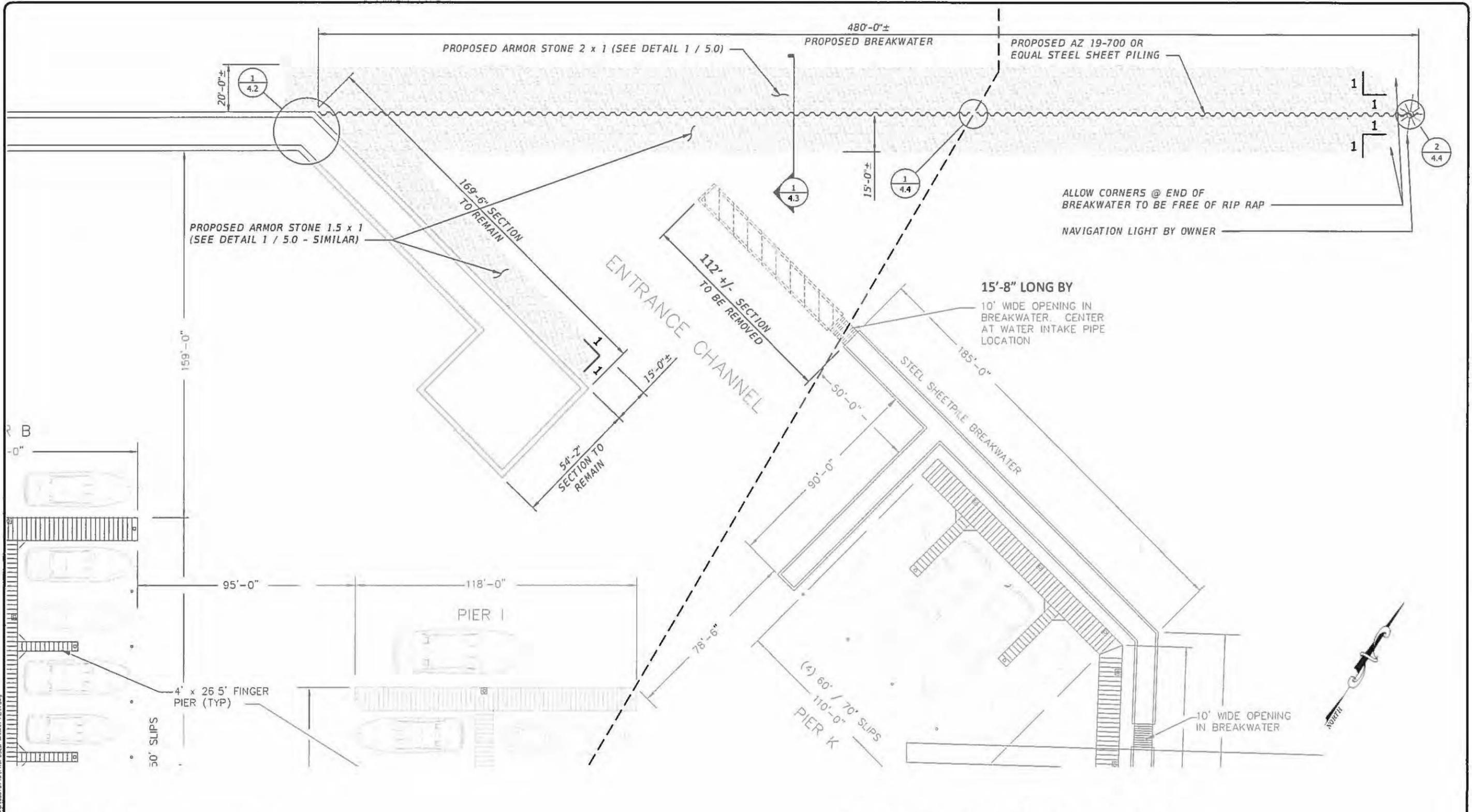
WWGI
 ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING
 2035 Vista Parkway
 West Palm Beach, FL 33411
 Phone No. 561.687.2220
 Fax No. 561.687.1110
 Cert No. 6091 LB No. 7035

RECONFIGURATION AND FISHERIES
 ENHANCEMENT PROJECT FOR:
PAHOKEE MARINA
 PAHOKEE, FLORIDA

DRAWN
 C.A.B.
 CHECKED
 T.A.D.
 DATE
 AUGUST 2016
 SCALE
 AS NOTED

SEAL
 Timothy Alan DeLand-71588
 FLORIDA P.E. NAME & NUMBER

SHEET
3.2A
 PROJECT NO.
 16162262.00

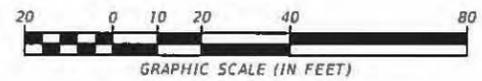


ALLOW CORNERS @ END OF BREAKWATER TO BE FREE OF RIP RAP

NAVIGATION LIGHT BY OWNER

15'-8" LONG BY 10' WIDE OPENING IN BREAKWATER. CENTER AT WATER INTAKE PIPE LOCATION

A PROPOSED MARINA PLAN - ENLARGED
4.1



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Always call 811 two full business days before you dig to have underground utilities located and marked.

Sunshine 811.com

VERIFY SCALE

1" = 1'

BAR IS ONE INCH ON ORIGINAL DRAWINGS. ADJUST SCALES AS NECESSARY.

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WEST PALM BEACH, FLORIDA
(561) 233-2400

WGI
ENGINEERING // SURVEYING // ENVIRONMENTAL // PLANNING

2056 Vista Parkway
West Palm Beach, FL 33411
Phone No. 561.687.2220
Fax No. 561.687.1110
Cert No. 6091 - LB No. 7056

RECONFIGURATION AND FISHERIES ENHANCEMENT PROJECT FOR:
PAHOKEE MARINA
PAHOKEE, FLORIDA

DRAWN C.A.B.
CHECKED T.A.D.
DATE AUGUST 2016
SCALE AS NOTED

SEAL

Timothy Alan DeLund-71568
FLORIDA P.E. NAME & NUMBER

SHEET

4.1A

PROJECT NO. 16182282.00