



**FLORIDA INLAND NAVIGATION DISTRICT
INTRACOASTAL WATERWAY MAINTENANCE DREDGING
SOUTH OF PORT OF PALM BEACH
PALM BEACH COUNTY, FLORIDA**



**ADDENDUM NO. 3
OCTOBER 1, 2018**

SUMMARY OF SPECIFICATION MODIFICATIONS

**SPECIFICATION UPDATES ARE ATTACHED, AND REFERENCED CHANGES ARE DENOTED VIA TRACKED CHANGES AND/OR IN RED FONT.

SECTION NO.	SPECIFICATION	MODIFICATION
00 10 00	BID SOLICITATION	• MODIFIED BID DUE DATE FROM OCTOBER 4 TO OCTOBER 8
00 52 00	CONTRACT	• MODIFIED BID DUE DATE FROM OCTOBER 4 TO OCTOBER 8

ADDENDUM NO. 2 CORRECTION

SUMMARY OF QUESTIONS AND RESPONSES (SUBMITTED BY CONTRACTORS ON OR BEFORE SEPTEMBER 26, 2018)

8. **QUESTION:** Based on the borings, findings, recommendations and information supplied in the Geotechnical Report, will rock encountered at or above elevation -12.0 be considered differing conditions subject to additional compensation to the Contractor?

RESPONSE: See response to No. [7](#).

SECTION 00 10 00**BID SOLICITATION**

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477
(561) 627-3386

INTRACOASTAL WATERWAY MAINTENANCE DREDGING; SOUTH OF PORT OF PALM BEACH; PALM BEACH COUNTY, FLORIDA

The Florida Inland Navigation District (District) will receive sealed bids for the construction of the District's Intracoastal Waterway Maintenance Dredging project at its offices at 1314 Marcinski Road; Jupiter, Florida 33477 until **2 PM, local time, October 48, 2018** and then, at said office, the bids will be publicly opened and read aloud. The District will award the project to the qualified, responsible, and responsive Bidder presenting the lowest Bid.

The base project (Bid Item No. 0001 – 00045) generally entails dredging approximately 90,000 CY of material from ±4.5 miles of the Intracoastal Waterway (ICWW) between the Port of Palm Beach (Cut PB-36, Station 29+00) to the Town of Palm Beach Docks (Cut PB-41, Station 6+81) to a depth of -12 feet Mean Lower Low Water, (MLLW) (project depth of -10 feet and 2-foot allowable overdredge). In accordance with permit conditions, material shall be dredged via the use of either a mechanical or hydraulic dredge to remove all material (inclusive of all in-channel debris) from the dredge template. Contractor is responsible for utilizing the appropriate equipment on the job to accomplish the objectives and scope of this project and that will allow for removal of sediment for the full range of blow counts (i.e., identified between -10 and -21 ft MLLW) provided in the geotechnical borings. Dredged material shall be offloaded at a District-owned ±17-acre dredged material management area (DMMA) located on the north end of Peanut Island.

The Alternate Bid Item (Bid Item No. A01) includes the removal and disposal of a 5-inch AT&T abandoned conduit that lies within the Intracoastal Waterway channel bottom (identified at Utility Crossing No. 6).

The successful Bidder will have 180-270 calendar days from the Notice to Proceed to complete the entire project.

The District will hold a **mandatory** pre-bid meeting at **11:00 AM, local time, September 20, 2018** at the project site. Attendees shall meet at Riviera Beach City Marina located at 200 E 13th Street; Riviera Beach, FL 33404. Bidders are required to RSVP (with the name of all attendees) to Lori Brownell, P.E. (lbrownell@taylorengeering.com) and Yehya Siddiqui, E.I. (ysiddiqui@taylorengeering.com) no later than 1 week (7 calendar days) prior to the date of the meeting.

A Bid Bond will be required for bids that exceed \$200,000.00. Bids providing less than 90 days for District acceptance after the date bids are due will not be considered and will be rejected. Bidders may obtain the Contract Documents, Project Drawings, and Specifications from the offices of the District or the District's website (<http://www.aicw.org>) at no charge.

--End of Section--

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SECTION 00 52 00

CONTRACT

CONTRACT
BETWEEN
FLORIDA INLAND NAVIGATION DISTRICT
AND

_____ CONTRACTOR

THIS Contract, made this _____ day of _____, 20____, by and between the Florida Inland Navigation District, an independent special district of the State of Florida, hereinafter designated as the "DISTRICT," and _____, at _____, a _____ Corporation, FEID Number _____, hereinafter designated as the "CONTRACTOR."

WITNESS THAT:

WHEREAS, the District is an independent special district created by the Florida Legislature and given those powers and responsibilities enumerated in Chapter 374, Florida Statutes; and

WHEREAS, the District desires the services of a qualified and experienced Contractor to provide construction services; and

WHEREAS, the District solicited on **September 9, 2018** and received Bids on **October 48, 2018** for the project called "**Intracoastal Waterway Maintenance Dredging; South of Port of Palm Beach; Palm Beach County, Florida.**"

WHEREAS, the Contractor has responded to the District's solicitation and the Contractor is qualified and willing to provide said services; and

WHEREAS, the District has found the Contractor's response to be acceptable and wishes to enter into a Contract; and

WHEREAS, the District has funds in its current fiscal year budget which are available for the funding of the Contract;

NOW THEREFORE, the District and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

ARTICLE 1 - STATEMENT OF WORK

1.1 The Contractor shall furnish all equipment, tools, materials, labor, and everything necessary and shall perform the required Work in accordance with the Contract Documents for the contract entitled "**Intracoastal Waterway Maintenance Dredging; South of Port of Palm Beach; Palm Beach County, Florida.**"

ARTICLE 2 - TERM OF THE CONTRACT

2.1 Unless extended or terminated, the period of performance of the Contract shall commence upon the effective date of the Notice to Proceed and continue for a period of 180-270 calendar days. The Contractor shall not proceed with Work under this Contract until a Notice to Proceed is received from the District.

ARTICLE 3 - COMPENSATION/CONSIDERATION

- 3.1 The consideration, for the full and complete performance under this Contract, shall be in the amount of \$ _____, subject only to any additions and/or deduction as provided in the Contract Documents and formally approved by the District.

The consideration stated above is based upon the aggregate Contract price submitted to the District, in which the aggregate amount is obtained from the summation of the total prices for each of the Bid items shown in the Bid.

ARTICLE 4 - INVOICING AND PAYMENT

- 4.1 If acceptable progress is being made, the Contractor may request partial payments on monthly estimates, based on the actual value of Work done or completed, which request may be approved and paid by the District. All pay requests shall reference the District's Contract Number, shall follow the same format as AIA Document G702-2017, and shall be in accordance with the terms specified in the General Conditions.
- 4.2 The Executive Director of the District has been authorized to approve and execute change orders, with the concurrent approval of the District's Chair, totaling up to ten (10) per cent of the initially executed contract value. When change orders in total exceed ten (10) percent of the initially executed construct value, they will be presented to the District's Board of Commissioners for approval at one of their regularly scheduled meetings. However, if there is a finding by the Engineer, the District's Executive Director and the District's Chair that a delay in approving the change order will result in an unnecessary delay causing negative financial, environmental, or health safety and welfare impacts, a change order up to 20% of the executed contract value can be executed by the District's Executive Director.

ARTICLE 5 - REMEDIES

- 5.1 If either party initiates legal action, including appeals, to enforce this Contract, the prevailing party shall be entitled to recover a reasonable attorney's fee.
- 5.2 It is acknowledged that the Contractor's failure to complete the Work within the Contract Time provided by the Contract Documents, or any extension thereof granted, will cause the District to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the District of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the District as against Contractor and its Surety, in the event of delayed completion and without the District being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the District for payment of liquidated damages in the amount of One Thousand Five Hundred Dollars (\$1,500) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to District without limiting District's right to terminate this agreement for default as provided elsewhere herein.
- 5.3 In case of any other failure to perform the Contract, the Contractor shall be liable to pay the District any monies which are paid by the District to any other person, firm or corporation for services rendered for the preservation or completion of the Work. These monies shall include, but are not limited to, all Engineering and Inspection fees required to oversee the completion of the Work.
- 5.4 Such liquidated damages and monies shall be chargeable to the Contractor and shall be deducted from any monies due said Contractor, of if no money is due or the amount due is insufficient to cover the amount charged, then the Contractor and his Surety shall be liable for said amount.

CONTRACT

ARTICLE 6 - STANDARDS OF COMPLIANCE

- 6.1 The Contractor, its employees, Subcontractors, or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Contract. The District undertakes no duty to ensure such compliance, but will attempt to advise the Contractor, upon request, as to any such laws of which it has present knowledge.
- 6.2 The Contractor hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this Contract. The Contractor shall take all measures necessary to effectuate these assurances.
- 6.3 The laws of the State of Florida shall govern all aspects of this Contract. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be in the Fifteenth Judicial Circuit or claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.
- 6.4 The Contractor hereby warrants that he has not, during the bidding process, nor shall he, during the term of this Contract, offer to pay any officer, employee or agent of the District, anything of value including, but not limited to gifts, loans, rewards, promises of future employment, favors or services, based on the understanding that the actions, decision or judgments of such officer, employee, or agent would be influenced thereby. For breach of this provision, the District may terminate this Contract without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.
- 6.5 The Contractor, by its execution of this Contract, acknowledges and attests neither he, nor any of his suppliers, subcontractors, or consultants who shall perform Work which is intended to benefit the District, is a convicted vendor or, if the Contractor or any affiliate of the Contractor has been convicted of a public entity crime, a period longer than thirty-six (36) months has passed since that person was placed on the convicted vendor list. The Contractor further understands and accepts that this Contract shall be either voidable by the District or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. The District, in the event of such termination, shall not incur any liability to the Contractor for any Work or materials furnished. The Contractor is required to submit a completed Public Entity Crime Statement with the Bid Form.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- 6.6 While this package cites Florida Department of Transportation (FDOT) specifications and references, the Contractor does not have to be FDOT certified.

ARTICLE 7 - RELATIONSHIP BETWEEN THE PARTIES

- 7.1 The Contractor is an independent Contractor and is not an employee or agent of the District. Nothing in this Contract shall be interpreted to establish any relationship, other than that of an independent Contractor, between the District and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor is free to provide similar services to others.

7.2 The Contractor shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this Contract without the prior written consent of the District.

ARTICLE 8 - GENERAL PROVISIONS

8.1 The Contract Documents listed below, by this reference, shall become a part of this Contract as though physically attached as a part hereof and all documents in this Contract shall be interpreted together to yield the most consistent results to achieve the purpose of the project:

- a. General Conditions
- b. General Requirements
- c. Technical Specifications
- e. Project Drawings
- f. Such addenda supplementing the documents forming this Contract as are referenced to it and attached as a part of it.
- g. Bid Solicitation, Bid Form, Instructions to Bidders, Addenda, provided however, that no exceptions to the District's specifications, whether stated or implied in the Contractor's Bid, shall be allowed **EXCEPT** as shall be itemized, listed, approved by the District and recorded as written Addenda with the District as a supplement to this Contract.

8.2 This Contract states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Contractor recognizes that any representations, statements, or negotiations made by District staff do not suffice to legally bind the District in a Contractual relationship unless they have been reduced to writing, approved, and signed by an authorized District representative. This Contract, once properly executed, shall bind the parties, their assigns, and successors in interest.

8.3 This Contract may be amended only with the prior written approval of the parties.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Contract on the date first written above.

Legal Form Approved
District Counsel

FLORIDA INLAND NAVIGATION DISTRICT

By: _____

By: _____
Executive Director

Date: _____

WHEN THE CONTRACTOR IS AN INDIVIDUAL OR SOLE PROPRIETOR:

Signed, sealed, and delivered in the presence of:

Witness

By: _____
Signature

Witness

Type or Print Name

WHEN THE CONTRACTOR OPERATES UNDER A TRADE NAME OR FICTITIOUS NAME:

Signed, sealed, and delivered in the presence of:

Witness

Trade Name or Fictitious Name

Witness

Signature

Type or Print Name

WHEN THE CONTRACTOR IS A GENERAL OR LIMITED PARTNERSHIP:

Signed, sealed, and delivered in the presence of:

Witness

Partnership Name

Witness

Signature of General Partner

Type or Print Name of General Partner

WHEN THE CONTRACTOR IS A CORPORATION:

ATTEST:

Secretary

Corporation Name

(Corporate Seal)

By: _____

Signature of Officer or Authorized Agent

Type or Print Name/Title

WHEN THE CONTRACTOR IS A LIMITED LIABILITY COMPANY:

Signed, sealed, and delivered in the presence of:

Witness

LLC Name and State of Organization

Witness

Signature of Manager or Managing Member

Type or Print Name/Title

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