

**Hernando Beach Channel Project  
Hernando County, Florida**

**RFP No. 11-0027**

**Response Dated March 1, 2011**

This constitutes the County's formal response to questions received within the time provided for in the RFP.

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**GENERAL NOTES**

1. The Bid Schedule (Attachment D to the RFP) shall govern and control over any conflicting language contained in Exhibit "A" – Scope of Services. Specifically, the bid for the dredging is based upon 'unit pricing' (e.g. cubic yards) and not on a 'lump sum' amount.

2. Exhibit "A" – Scope of Services, Section 4.10. As contained in Section 4.10, all references to 'post-dredge survey' shall apply equally to 'intermittent-dredge survey(s)' and said terms may be used interchangeably as the context dictates or to conform to Section 10.6.2.

3. Exhibit "A" – Scope of Services, Section 10.6 is hereby amended as follows with added text underlined and deleted text struck-through:

10.6. *Dredging (Item # 6 on Bid Schedule).*

10.6.1. The ~~lump sum cost~~ unit price for this item generally includes: ● all ~~pre~~, interim; and post bathymetric surveys of the Channel dredging site [~~the pre-bathymetric survey is paid lump sum per Section 10.6.2. below~~]; ● the excavation/dredging of all materials including dredge spoil materials, sand, hard materials, rock and similar items – in whatever sizes and/or proportions such materials are encountered – from the Hernando Beach Channel; ● the disposal/transportation/pumping of all dredged materials to such location(s) which have been approved under the existing Regulatory Permits (e.g. the offshore spoil islands for rock and the WWTP Site for smaller or soft materials); ● re-dredging of area where siltation has occurred; ● removal of objects encountered; ● to the extent not specifically listed herein, perform all acts set forth in Section 4 of this Scope of Services above; and all of the foregoing in accordance with the Project Drawings, this Scope of Services, the Contract and the Regulatory Permits. Notwithstanding anything to the contrary, the ~~lump sum cost~~ unit price of dredging specifically excludes the construction, operation and management of the Containment (WWTP) Site which is provided as a separate ~~lump sum cost bid item~~ under Section 10.3 above and further excludes the pre-bathymetric survey of the Channel per Section 10.6.2. below.

10.6.2. In accordance with Section 4.10 above,;

10.6.2.1. The Contractor, at its expense, shall ~~have prepared~~: provide the Engineer a pre-dredge bathymetric survey for the entire Channel, subject to approval by the Engineer, which approval shall not be unreasonably denied, conditioned or delayed.

~~prepared prior to commencing actual dredging activities; intermittent bathymetric surveys prepared prior to submittal of monthly pay requests ; and post-dredge bathymetric survey prepared upon completion of dredging activities. This shall be paid for on a lump sum basis per the Bid Schedule.~~

10.6.2.2. In addition to the survey requirements contained in the Scope of Services, Section 4.10, each intermittent survey shall cover a discrete section of the Hernando Beach Channel (for example, 1,000 linear feet of Channel between X and Y ). The rationale for using the intermittent payment tied to specific Channel sections is for the benefit of both parties. The County has an opportunity to review and confirm that dredging has been completed of that Channel section. The Contractor benefits in that once a Channel section has been approved for payment by the County, the Contractor shall be released from having to perform any further dredging of that particular Channel section (excluding, however, if the Contractor through intent or negligence of itself or a subcontractor causes some act which creates new dredge material to fill in that specific Channel section). Consequently, should new material be deposited into that specific Channel section – some act of God such as a hurricane or for any other reason not the fault of the Contractor or its subcontractors – after the County has approved the intermittent survey and approved payment, then the Contractor shall not be responsible for the removal of the newly deposited material. Finally, notwithstanding the foregoing, this provision shall only apply to the completed dredging of a specific Channel section which has been approved for payment by the County in accordance with Item # 6 on the Bid Schedule entitled 'Dredging' and is not intended to apply to any other requirements that the Contractor may have such as navigation aids, maintaining navigability, location of dredge lines, without limitation.

10.6.2.3. Upon completion of all dredging activities, the Contractor, at its expense, shall have prepared either a post-dredge bathymetric survey for the entire Channel or shall have all intermittent-bathymetric surveys compiled into one complete survey which shall cover the entire Channel.

10.6.2.4. All surveys submitted to the County in accordance with this Scope of Services, Section 4.10 and Section 10.6 herein shall be subject to review and approval by the Engineer as a pre-requisite for payment by the County. Said approval shall not be unreasonably denied, conditioned or delayed.

10.6.3. The total volume of material dredged is defined as that material that was in place within the indicated Limits of Dredging (as defined in Section 4.2 above), and up to the final dredge elevation computed according to the difference between the ~~pre- and post-dredging~~ the most recent intermittent bathymetric survey and the survey which preceded it (pre- or intermittent), but not exceeding the required dredging limits provided on the Project Drawings (and consistent with the Regulatory Permits) by and including the allowable overdredge depth.

10.6.4. For the purpose of interim ~~weekly measurements~~, measurement (via survey) and payment, an assessment of quantities dredged will be made ~~from the weekly production records as described in the reporting provisions of this Scope of Services (e.g., Section 4.3. above)~~ in accordance with Section 10.6.3. above.

10.6.5. ~~Lump sum~~ Payment to be made as follows:

10.6.5.1. First payment will be based on difference between pre-dredge and first intermittent survey.

10.6.5.2. Intermittent payments will be based on volume of dredging achieved between intermittent surveys or post-dredge survey if intermittent surveys are not conducted.

~~10.6.5.3.~~ ~~Final payment will be based on approval of the final dredge survey. Final quantity Payment of dredged materials shall be determined based on the difference between surveys conducted by the Contractor in areas where dredging is to be performed, and within the dredging limits provided in the Drawings.~~

~~10.6.5.4.~~ ~~No over-dredging beyond the specified depths will be considered (in accordance with Section 4 above).~~

10.6.5.3. All requests for payment for work performed pursuant to this Section shall be subject to conformance with this Scope of Services and subject to review and approval by the Engineer. Said approval shall not be unreasonably denied, conditioned or delayed.

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### **QUESTIONS AND COUNTY'S RESPONSES**

1. Step 2) cost proposal on page 3 of the RFP. RFP states that the March 04 submittal will include a single cost for all proposed contracted services. Please clarify that on 4 March you do not require bidders to submit a completed [Bid] Schedule of Values (included in the RFP documents as Attachment D).

**Response:**

The Contractor shall submit a completed Bid Schedule (Attachment D to the RFP) as part of its March 04 submittal. See General Notes above.

2. Contractual Conditions, top of page 6 first paragraph. Paragraph states that the selected vendor will be required to assume responsibility for all services offered in the written and oral presentation whether or not she/he provides them. Please verify that this requirement is intended to cover those services for which the vendor is contracted; be they performed by the vendor or a subcontractor; NOT services contracted by the County to a different vendor, or self-performed by the County.

**Response:**

Services provided shall be as set forth in the Contract consistent with this RFP.

3. Step One instructions on page 3, item b) requires five references from past projects; Step One instructions on page 16, item b) require three references from past projects. Which section applies?

**Response:**

Page 3 "instructions to bidders" should read a minimum of three (3) references.

4. Exhibit A, Scope of Services, 1.3.4. Material Deposited Into Canal Outfall. Will the County provide a survey to document the pre-dredge bottom conditions at the discharge site so that the Contractor will have a measure of what, if any, new material is deposited as a result of this new contract and provide the amount removed since the County began removing sediment this year?

**Response:**

The County will provide a survey of the canal basin (area where the outfall is located) to the Contractor prior to commencement of the Project. Approximately 60 cubic yards of material were removed.

5. Exhibit A; Scope of Services, Section 10.13.2. Is the Contractor required to stockpile 20,000 cubic yards of clean dredge material at the WWTP to accommodate the third party's desire to pick up 20,000 cubic yards at a time?

**Response:**

The intention is that the Contractor will stockpile non-treated (where no coagulant or chemical has been added to said material) at the WWTP Site; however, the Contractor, at its discretion, may choose any alternate location consistent with the conditions contained in the FDEP Permits and the ACOE Permits. Finally, the County notes that the current commitment that it has with a private third party envisions that non-treated and/or non-toxic materials to be picked up in 20,000 cubic yard increments; however, this may be amendable through separate negotiations.

6. FDEP Draft Permit; Specific Condition 5. Dewatering and Disposal Plan.

a. How much time will the County need to review the Dewatering and Disposal Plan prior to submittal to FDEP?

**Response:**

The County anticipates that its review can be done in 3 days.

**Response:**

b. When does the County anticipate issuing Notice to Proceed? After approval of the Dewatering and Disposal Plan by FDEP?

**Response:**

Notice to Proceed will be issued immediately following the award and complete execution of the Contract.

c. If the Notice to Proceed is anticipated to be issued prior to FDEP approval of the Dewatering and Disposal Plan/approval to begin construction; how does the County intend to handle Requests for Additional Information from FDEP?

**Response:**

It is envisioned that the successful Contractor, subject to award by the Board of County Commissioners, shall prepare and submit its proposed Dewatering and Disposal Plan to the Florida Department of Environmental Protection (FDEP) concurrently with its mobilization operations. Per FDEP Permit 27-0292482-004 (anticipated to be effective March 9, 2011), Specific Condition # 5, the FDEP stated in said Permit (bottom of Page 5 of 21) that it will review and respond within 30 days to the proposed Dewatering and Disposal Plan. In connection herewith, the County agrees to give its full cooperation and best efforts to assist the Contractor expediting the FDEP review and approval of this sub-portion of the Project.

d. Should the Contractor plan on being able to start construction 30 days after approval of the Dewatering and Disposal plan by the County and submission of that Plan to FDEP?

**Response:**

The Contractor should be prepared to start mobilizing/operations immediately following the County issuing the Notice to Proceed. See Response to # 6.c. above.

7. FDEP Draft Permit [27-0292482-004], Specific Condition # 7. Has the County prepared and submitted the Background Groundwater Monitoring Well (BGMW) Plan? Has the background monitoring well been installed?

**Response:**

By or under the direction of its outside consultant, Halcrow, Inc. (Halcrow), two of the three required background monitoring wells have already been installed. Halcrow will also be installing, or having installed, the third background monitoring well. The Contractor shall not be responsible for this activity.

8. Specific Conditions 36-4; Chloride Monitoring Conditions: Is the Contractor responsible for Chloride Monitoring?

**Response:**

The County and/or Halcrow shall be responsible for this FDEP requirement. The Contractor shall not be responsible for this activity.

9. FDEP Draft Permit; Offsite Spoil Stockpile Conditions; Specific Condition 45.

a. Is it the Contractors' responsibility for renewing this lease with SunWest?

**Response:**

No. The County has assumed this responsibility.

b. If the County intends to renew this lease and/or propose alternate disposal locations, when will the required information be available for inclusion in the FDEP required Dewatering and Disposal Plan?

**Response:**

The County intends to renew this lease. In response to this question, the location of the disposal site (as to be described in the Disposal Plan) is dependent upon the means and methods chosen by the Contractor to accomplish the Project. For example, one contractor may choose to add a coagulant/chemical to all dredged material in which event the material may have to go to the Hernando County landfill (if FDEP requires same based upon whether the treated materials exceed FDEP's toxicity thresholds following testing) or this treated material may be allowed to remain at the WWTP Site until transported to such location or locations consistent with the FDEP Permits. Conversely, another contractor may rely on some entirely different means and methods to accomplish the Project

In any event, at the time the Notice to Proceed is issued by the County, the County will furnish its most current data and information regarding disposal to the Contractor and the Contractor shall use same in preparation of its Dewatering and Disposal Plan.

c. What are the hours that it [Sun West Mine] can be used for stockpile?

**Response:**

In specific response to this question, the current hours of operations of the Sun West Mine is from 7 am to 3:30 p.m.; however, it shall be the Contractor's responsibility to contact Sun West Mine and receive its own assurance or assurances as to future hours of operation and whether any changes to such hours are planned or may be on the horizon.

d. Who is responsible for operating the site at SunWest?

**Response:**

The County, unless the Contractor bids this Alternative and is awarded this Alternative (see RFP, Exhibit "A" – Scope of Services, Section 10.12.).

10. FDEP Draft Permit; Stockpile Operation Phase; Specific Condition 55. If the Contractor elects to use settling ponds as part of his means and methods, will the berms be allowed to remain at the WWTP after completion of dredging or must the site be restored as per paragraph 5.7.1.12 of Scope of Services, or must it be reconstructed to a Stockpile area per the plans included with this solicitation?

**Response:**

The WWTP Site must be restored.

11. Scope of Services in several places mentions rock and hard material which are placed on the spoil islands in accordance with the FDEP Permits. Please confirm that the County will allow the Contractor to dispose of the rock and hard material at an approved alternate location such as SunWest Mine as allowed by the FDEP dredging permit.

**Response:**

The County will allow the rock and hard material to be disposed of in any means and manner, and at any location(s), that otherwise comply with all of the requirements contained in the FDEP Permits and the ACOE Permits. In other words, the County is not requiring anything different than what is presently contained in the existing FDEP and ACOE Permits.

12. FDEP Draft Permit; General Condition # 19. Has the County obtained any "necessary authorizations from the Board of Trustees of the Internal Improvement Trust Fund" as and if required by this condition?

**Response:**

There are a number of the "General Conditions" which the County has either received prior approval(s) from the affected agency, agency approval has been granted in connection with an existing permit, or which do not apply to this specific Project. In any event, the Contractor shall not be responsible for compliance with this General Condition.

13. Who is the Project Engineer?

**Response:**

Exhibit "A" – Scope of Services defines the "Engineer" as that person or firm designated by the Owner. The County can designate one of its employees as the Engineer for purposes of representing the Owner or can designate an outside firm with experience in this area.

14. What are Halcrow's roles and responsibilities in the project as it relates to review and/or approval of Contractor submittals, and/or inspection of work?

**Response:**

Halcrow shall have such review and approval authority as specifically designated by the County. The County agrees to provide prior written advice to the Contractor awarded the contract as to who the County has designated at its "Engineer" and as to Halcrow's role in the Project.

15. What is the expected role of the proposed "Dredge Advisory Group" as it relates to review and/or approval of Contractor submittals, and/or inspection of work?

**Response:**

The Dredge Advisory Group is envisioned to offer advice and assistance to the Director of Transportation Services. This Group's role is purely advisory and will not be having any direct supervision or control over the Contractor or regarding this Project.

16. Does the County intend to hire a Construction Management Firm to assist the County in the management of this project, and if so, what are the roles and responsibilities of such a firm as it relates to review and/or approval of Contractor submittals, and/or inspection of work?

**Response:**

Unknown at this time. However, if utilized, the construction manager may have anywhere from limited to complete review authority and/or serve as the County's designated representative for purposes of the Contract.

17. What license's will be required by the Contractor to perform work on this Dredge Project?

**Response:**

Chapter 8 Hernando County Code of Ordinances, requires the successful bidder to have one the following licenses in connection with the Dredge Project: General Contractor, Marine Contractor, or Excavation Contractor.

18. Exhibit "A" – Scope of Services, Section 4.7.9 (at p. 19), Work Hours states the Contractor shall be permitted to work 24 hours per day, seven days per week; however, the type of work being perform (e.g. dredging within the Channel) may be limited in time (e.g. to daylight hours) under the Regulatory Permits or by the state/federal agencies having jurisdiction over the Project.

a. What state [and/]or federal agency has jurisdiction over this channel?

**Response:**

U.S. Army Corps of Engineers and Florida Department of Environmental Protection.

b. What reach of the channel would be subject to a 12-hour operation?

**Response:**

Same as Response # 18.c below and which is incorporated herein by reference.

c. Can the Contractor assume working 24 hours per day?

**Response:**

The County imposes no prohibition on the Contractor operating dredging and/or dewatering activities up to seven (7) days a week, up to twenty-four (24) hours per day, in connection with this Dredge Project. Furthermore, the County is not aware of any specific requirement within the ACOE Permits or the FDEP Permits which dictates or limits hours of operation (however, the Contractor shall be responsible for carefully reviewing all permits and ascertain for itself, to Contractor's own satisfaction, that there is no expressed limitation or restrictions on hours of operations contained within any of the Permits). Thus, should the Permits allow for night operations, the Contractor will still be required to implement such best management practices to protect endangered or threatened species such as the Manatee (e.g. FDEP Permit 27-0292482-004, Specific Condition # 24 which requires that the Contractor maintain visibility for spotting manatees for a 50' radius around all dredging operations – hence this would imply that special night lighting must be provided during night operations to insure 50' visibility). Finally, the Contractor is advised that the County has adopted the Hernando County Noise Control Ordinance which must be adhered to for dredging and other noise producing activities (see Chapter 21, Article VII, Sections 132 thru 140, of the Hernando County Code of Ordinances) and which Ordinance may apply.

d. If a Contractor can not work 24 hours per day in the Channel, will the 12-hour operation period be covered by a modification?

**Response:**

Same as Response # 18.c above and which is incorporated herein by reference.

19. What reaches of the channel did the previous Contractor dredge?

**Response:**

For the purposes of any bid, the bidder shall assume that any attempted dredging was not successful.

20. Please clarify if the Contractor will be paid for any material removed within the one-half (0.5) foot tolerance below the required grade. Is this quantity included in the bid item?

**Response:**

Yes, material dredged within the Dredge Tolerance Area (defined in RFP, Exhibit "A" – Scope of Services, Section 4.2.3.) is intended to be counted in the total amount (in cubic yards) of material dredged by the Contractor. To the extent that payment is made to the Contractor based upon cubic yards dredged, then material dredged from within this defined Area will be counted (see RFP, Exhibit "A" – Scope of Services, Section 4.7.6.). However, material dredged outside of the Dredge Tolerance Area will not be counted nor compensated for (see RFP, Exhibit "A" – Scope of Services, Section 4.7.5.).

21. Are there liquidated damages on this project?

**Response:**

The County intends to have a liquidated damages provision in the final contract between the County and the Contractor; however, the exact terms of the final contract are subject to mutual negotiation. If the County and the first ranked firm cannot reach agreement on the final contract, the County will cease negotiations and move on to negotiations with the next highest ranked firm.

22. Can we excavate rock, hard material, and/or virgin material, while also doing the hydraulic?

**Response:**

The means and method chosen by the Contractor, subject to award of Contract by the Board of County Commissioners, shall dictate the order of mechanical or hydraulic dredging or whether different methods of removing the sand and the rock can occur concurrently; provided, however, that the Contractor complies with all of the requirements contained in the FDEP and ACOE Permits.

23. What about hurricane / tropical storm delays? Will time be added?

**Response:**

The County anticipates that the final contract between the Contractor and the County will have some form of a 'force majeure' clause which would contemplate a contract extension of time for tropical storm/hurricane force winds at Hernando Beach. The terms of this provision would be subject to negotiation between the County and the Contractor.

24. Can rock, hard material, and/or virgin cut material be deposited to spoil island?

**Response:**

Rock and similar hard material may be deposited on the spoil island as provided under and subject to the FDEP Permits and the ACOE Permits.

25. Is the Contractor responsible for any material that washes into completed sections of the channel behind a hurricane or tropical storm?

**Response:**

It depends upon whether the material washes into any specific Channel section upon which the Contractor has been approved for payment by the County in accordance with Item # 6 on the Bid Schedule – see Scope of Services, Section 10.6.2.2. as modified above.

26. Will the Contractor be penalized for any difference between final survey quantity and sum of interim surveys?

**Response:**

It depends upon whether the Contractor has intermittent surveys performed in accordance with the RFP, Scope of Services, Sections 4.10 and 10.6 (as modified above) and whether the Contractor has applied for, and received approval of, payment based upon said intermittent surveys. See Scope of Services, Section 10.6 as modified above.

27. Will the Contractor be penalized for any material that washes back into the channel between the interim and final surveys?

**Response:**

It depends upon whether the material washes into any specific Channel section upon which the Contractor has been approved for payment by the County in accordance with Item # 6 on the Bid Schedule – see Scope of Services, Section 10.6.2.2. as modified above.

28. What is the classification and/or hardness of the rock to be removed?

**Response:**

Geotech Reports (Exhibits K and L to the RFP) have been provided in connection with this RFP. The Contractor shall be responsible for ascertaining, to the Contractor's satisfaction, the classification and hardness of the rock and other material required to be removed from the Hernando Beach Channel.

29. Is there a limit on hours of operation?

**Response:**

Same as Response # 18.c above and which is incorporated herein by reference.

30. Who owns the clean spoil material?

**Response:**

The County owns all spoil material (treated and untreated). Under a separate agreement, the County has agreed to provide a private third party with a certain quantity of dredge material/fill suitable in connection with residential site development.

31. The FDEP Standard General Environmental Resource Permit (27-0292482-004) is marked draft. Can we rely on this as approved for the bid?

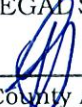
**Response:**

Yes (see RFP, Exhibit "A" – Scope of Services, Footnote 2, at p. 3).

32. Can the vacant lots directly at the end of the new cut channel at station zero be used or leased to be used as a Contractor work area for pipe fusing, etc? If the owners were willing are there zoning issues preventing this?

**Response:**

Assuming that no new land clearing would be required and that the lot or lots in question do not abut any residential use (i.e. home or homes), then the County is not aware of any zoning requirement which would prevent the temporary fusing of pipes (solely for work related to the Dredge Project) on vacant lots in this immediate area which is primarily zoned for commercial and marine uses. The County notes that all work performed may have to be set back a certain minimum distance from rear and side property lines in accordance with any set back requirement that may otherwise apply.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BY  3/1/11
County Attorney's Office 