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Addendum #7

Date: 5/5/2022
From: Cynthia McCanna, Procurement Strategist
To: Interested Bidders
Subject: Addendum #7 Solicitation #22-7982 105th Ave North and 106th Ave North Public Utilities Renewal

The following clarifications are issued as an addendum identifying the following clarification to the scope of work, changes, deletions, or additions to the original solicitation document for the referenced solicitation:

Summary of Questions and Answers

Question 1: Any plans

Answer: See Addendum #1 attached.

Question 2: Who is in charge of the Quality Control Testing agency? Prime or Owner?

Answer: The contractor is responsible for the Quality Control Testing Agency.

Question 3: Can you please clarify the specification on the root barrier?

What is the "4 inch (Minimum) reinforced subgrade curb" in reference to?

Answer: If it is directed by the County to place root barrier, the root barrier shall be 4-inch (minimum) reinforced subgrade curb (concrete) root barrier or an alternate root barrier panel that is submitted by the Contractor and approved by the Engineer

Question 4: Missing Pay Items – Per the phasing plan, as each block's pipe installation is completed, and the road is restored to the first lift of asphalt there is a period of time with no pay items. There are no pay items for the grading (\$180,000 est.), sod (\$290,000 est.), and irrigation repairs (\$186,000). Incidental costs of \$556,000 are too significant to not separate out and reduce risk to Collier County. Without these separate pay items, a Contractor might not include the costs and/or could be forced to put the costs in an item that might be eliminated.

A lump sum sod (type not defined) pay item would be paid Twenty Five Percent (25%) at the completion of each phased block. Can Collier County please add a lump sum pay item to cover the costs of the sod and its establishment?

Answer: No

Question 5: A lump sum grading over storm pipe pay item would be paid Twenty Five Percent (25%) at the completion of each phased block. Can Collier County please add a lump sum pay item to cover the costs of the grading over the storm pipe?

Answer: No

Question 6: A lump sum irrigation restoration pay item would be paid Twenty Five Percent (25%) at the completion of each phased block. Can Collier County please add a lump sum pay item to cover the costs of irrigation repair?

Answer: No

Question 7: It appears the anticipated project budget of \$18,000,000 reflects most of the extraordinary cost increases since the previous Naples Park project bid in 2020. Unfortunately, the market still hasn't stabilized and there is a continued 8% annual inflation and pipe prices and shortages that are still a volatile dynamic issue (50-70% annual increases and 6-month lead times). Pipe suppliers are currently holding prices for only 48 hours and will only determine final pricing at delivery. Just the pipe material could increase over \$1,000,000 before the project even starts.

Unfortunately for Contractors we can no longer say we are in unprecedented times. Since July of 2021 it is obvious to all Contractors that there is extreme price volatility that needs to be anticipated in our unit prices. Therefore, it will be nearly impossible to make a claim against the owner for cost increases. To create a level playing field, can Collier County confirm that the Contractor will be responsible to absorb all cost increases?

Answer: The contractor has to account for market volatility.

Question 8: There is a surprisingly high-water table in Naples Park. The water table varies between an elevation of 5.0 to 7.0 depending on the rainy/dry season. The existing grated storm inlets at the 8th St N intersections are a good place to inspect the current water elevation, during rainy season the water table is above the top of the 72" RCP pipe. The high-water table creates extensive dewatering (\$720,000).

A lump sum pay item can be used to affirmatively pay the Contractor for all dewatering. Twenty five percent (25%) of this dewatering pay item would be paid as each block is completed.

Can Collier County please add a lump sum Dewatering pay item to this project?

Answer: No

Question 9: Can you provide a detail for the catch basins with weir plates?

Answer: Catch basins with weirs shall be precast 4,000 psi concrete structures with a 4-inch-thick concrete weir wall (where weir wall heights exceed 5 feet, shop drawings for the wall reinforcement must be provided before casting). All catch basins to be constructed per FDOT standards and shall include a 2-foot sedimentation sump.

Question 10: The solicitation states "Prices good for: 180 days." In normal times the 180 days might be reasonable. Unfortunately, due to continued material cost increases as well as material shortages outside the control of the contractor these are not normal times. Can the 180 days be lowered to 90 days?

Answer: In the bid process, bids are held for 180 days. Once a contract is awarded, the Construction Services agreement which can be view in Bidsync has provisions that address this, specifically section 9.3

Question 11: The answers posted to the contractor questions increase the costs and risk on this project. To make sure all contractors affirmatively acknowledge seeing the questions and answers can Collier County please issue an addendum (with all questions and answers) once the question-and-answer period is closed?

Answer: Yes

Question 12: To ease the concerns of our bonding company we will need to add large contingency amounts to our bid to account for continued material cost increases as well as material shortages outside of our control. Can the current anticipated project budget of \$18,000,000 be raised 15% to account for these factors?

Answer: No

Question 13: The 420 days for substantial completion is already aggressive, especially considering the phasing requirements which require restoration is completed as the project progresses. With the current material shortages, the 420 days is even more aggressive if not impossible. Can the substantial completion duration of the project increase by 90 days to 510 days?

Answer: No

Question 14: As a contractor currently doing projects for Collier County we are at a disadvantage since we clearly know Collier County's position on material cost increases. Contractors that work for private developers or other public agencies have received financial and strategic help with the material increases and shortages. The developers/agencies that have offered financial and strategic help have kept their projects moving and have made it even harder on Contractors doing work for public owners that are not partnering on this issue. It's our understanding that Collier County has been consistent with all contractors and pipe distributors in not compensating for cost increases. To create a level playing field, can Collier County provide various copies of letters sent in response to contractors and pipe distributors requests for material cost increases on current projects?

Answer: Here is the pertinent language from the letters:

Please be advised that the force majeure provisions in the Agreement do not provide for reimbursements due to market fluctuations in price but merely provides for the allowance of additional time based on interruptions of work due to unforeseeable causes. Any reference to cost impacts is misplaced because under the agreement you signed with the County, only time extensions, when warranted and supported by appropriate documentation can be considered per the language of the Force majeure clause. Moreover, the agreement also has an applicable No Damages for Delay Causes.

Florida law has generally held that an impracticability of performance defense is inappropriate even where costs increased due to an extreme situation such as an energy crisis. In addition, the comments to the Restatement (Second) of Contracts Â§ 261, further notes that "mere market shifts or financial inability do not usually affect discharge" of performance. A purchaser has a right to rely on performance regardless of what happens to the market price. In short, the fact that performance has become economically burdensome or unattractive is not sufficient for performance to be excused or the agreed upon price to be increased. Florida courts are reluctant to excuse performance that is not impossible but merely inconvenient, profitless, and more expensive

Question 15: In the drawings there are modifications shown to Sanitary MH's SMH-12 (Sheet 11) and SMH-27 (Sheet 20). Can pay items be added to account for this work?

Answer: Pay item 3.7 for connecting new gravity sewer to existing manholes, this item includes the modifications to the existing manholes.

Question 16: The minimum qualifications are worded in a way that cater to a select few contractors and prevents other well qualified contractors from bidding this project. Will the County consider revising the minimum qualifications to the following?

- 1.) Minimum contract value of \$3,000,000.
- 2.) Within a built out residential neighborhood (not a new development).
- 3.) Within a ROW width of 60 feet or less.

- 4.) The installation of potable water mains (6-inches or larger) and associated water services per each similar project.
- 5.) The installation of sanitary sewer mains and associated sewer laterals per each similar project.
- 6.) The installation of Stormwater piping (15-inches or larger) and associated structures and swales per each similar project.
- 7.) Rebuilding of roadways.

Answer: No

Question 17: Can the County please clarify why the Minimum qualifications changed? Was there a question asked that is not posted on the Q&A's? Please advise.

Answer: All questions received have be posted in Bidsync. The EOR recommended these qualifications because of the following:

- o Qualifications are consistent with similar County projects;
- o Lessons learned from previous similar County projects;

If you require additional information, please post a question on our Bid Sync (www.bidsync.com) bidding platform under the solicitation for this project.

Please sign below and return a copy of this Addendum with your submittal for the above referenced solicitation.

(Signature)

Date

(Name of Firm)