



CITY OF MEXICO BEACH

**REQUEST FOR PROPOSAL: NFWF MARINE DEBRIS REMOVAL**

**RFP # 2024-04**

**March 12th, 2024**

**ADDENDUM NO. 1**

Please note Addendum No. 1 includes the following:

- Responses to prospective Bidders' questions.
- Revised Bid Form (attached)

Question 1: Is a bid bond required? If so, in what amount?

Response: Please note Section 11 (page 6) of RFP which states the following regarding bid bond:

**11. Performance and Payment Bond**

In the event that the Contract resulting from this Request for Bids exceeds \$150,000 Contractor shall be required to purchase and provide payment and performance bonds according to the standard template provided by Chapter 255 of the Florida Statutes. The cost of any such bonds will be borne by the Contractor.

Question 2: Does the city have a designated disposal site or list of approved facilities for the contractor to utilize?

Response: The City does not have a designated disposal site or list of approved facilities. Contractor should utilize the closest appropriate state-authorized disposal site.

Question 3: With a majority of the debris being hurricane related, if the condition of the vessels is deemed beyond recovery as a complete vessel, will the contractor be allowed to demolish onsite or will the recoverable sections/pieces of said vessel need to be hauled to the on-land storage facility?

Response: Given the amount of time that has elapsed since Hurricane Michael and condition of debris, it may be unfeasible to recover a complete vessel. Therefore, if the Contractor determines that the vessel must be recovered in pieces/sections and this can be done without releasing hazardous substances into the Gulf of Mexico, this will be an acceptable method for removal.

Question 4: In concerns to the on-land laydown yard or storage site, will this separate area be provided by the City or will it be part of the contractor's responsibility to provide?

Response: After a contract is awarded, the City will coordinate directly with Contractor to provide an appropriate laydown yard/storage site on City property.

Question 5: Is a General Contractor (GC) or Marine Contractor (MC) License required for bids to be considered?

Response: Either a General Contractor's license or Marine Contractor's license is required for bids to be considered, however, a Marine Contractor's license is preferred. The City will review bids according to Section 7 (page 5) of the RFP and consider Qualifications of each bidder for scoring.

Question 6: Will the city be enforcing proper qualifications for in-water commercial dive work and require ADCI compliance for underwater operations when divers are required?

Response: The City will enforce proper qualifications for in-water commercial dive work and require ADCI compliance for underwater operations to ensure industry standard safety measures are implemented for divers when/if required.

Question 7: What is the procedure if the uncovered debris during excavation of a designated target area extend beyond the perimeter of said section or extend beyond the water's designated as City waters?

Response: The City is only authorized to remove debris within the area establish in the USACE permit SAJ-2018-03456 (provided in Exhibit B of RFP). If debris extends beyond these boundaries, the Contractor must leave this debris in-place.

Question 8: Are there any debris located in area's designated as reef or protected environment within the removal areas? And if so, what are these areas and how should the contractor proceed?

Response: There are no known reefs, shipwrecks or other features within the removal areas. If the Contractor encounters an unknown feature of this nature during debris removal, all work should halt and the Contractor should notify the City prior to proceeding with work.

Question 9: What is the budget for this project?

Response: The City does not have a detailed budget to provide for this project.

Question 10: What special marine insurance coverages are required?

Response: Please reference the Insurance Requirements (starting on page 9) of the RFP. The Contractor is responsible for procuring and maintaining insurance on policies described therein, however, these insurance requirements shall not limit liability of the Contractor. The requirements listed in the RFP meet the minimum requirements of the City and the City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. The Contractor shall be responsible for the sufficiency of its own insurance program.

Question 11: Is USL&H insurance coverage required?

Response: Please reference the Insurance Requirements (starting on page 9) of the RFP. The Contractor is responsible for procuring and maintaining insurance on policies described therein, however, these insurance requirements shall not limit liability of the Contractor. The requirements listed in the RFP meet the minimum requirements of the City and the City does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities. The Contractor shall be responsible for the sufficiency of its own insurance program.

Question 12: Is there a guaranteed quantity of material to be removed (allowing us to recoup mob costs)?

Response: There is no guaranteed quantity of material to be removed. The estimated quantities provided in the Bid Form were based on the Nearshore Debris Survey performed by Dewberry and provided in Exhibit E of the RFP. Contractor will be paid on actual quantities removed.

Question 13: Will you add a line item into bid form for mobilization costs (this will get a more realistic cost per volume calculation)?

Response: A line item for Mobilization has been added to the Bid Form.

Question 14: Who is responsible for paying the tipping fee and/or any disposal fee at the disposal site?

Response: Contractor will be responsible for paying tipping fees and then bill the City as a pass-through cost on Contractor invoices. Detailed proof of payment (receipt) for tipping fees will be required by City for inclusion in the Contractor's invoices.

Question 15: Bid form – Line Item 3 – please clarify 5 lft of boats to be removed (this does not seem accurate).

Response: Bid Form Line Item 3 has been updated to reflect 50 LF (assumes approximately 5 vessels may be encountered).

Question 16: The plans indicate 85ea target debris removal areas. Should pricing be based on setting up at 85ea debris locations?

Response: The plans indicate 85 debris fields. However, the project encompasses the entire length of City beach where debris was encountered. There will be one mobilization

allowed for payment. The City will identify load out area(s) to serve the entire project and it is expected the excavator barge will stay onsite throughout the project and be able to access the extents of the project area daily.

Question 17: It seems that the sonar imaging is dated. What if no debris is found at the specified target(s)?

Response: There is no guaranteed quantity of material to be removed. The estimated quantities provided in the Bid Form were based on the Nearshore Debris Survey performed by Dewberry and provided in Exhibit E of the RFP. Contractor will be paid on actual quantities removed.

Question 18 : Have you considered a working day rate based on a certain equipment package (whether light or heavy – excavator barge to crane barge)?

Response: Working day rates have not been considered. Contractor will be paid based on unit costs and quantities as shown in the Bid Form.

Question 19 : Will this project take place during turtle nesting season?

Response: Sea turtle nesting season occurs May 1<sup>st</sup> through October 31<sup>st</sup>. Therefore, it is likely that work will be performed during the early months of sea turtle nesting season.

Question 20: If yes to question 1, Under section 13 “Marine Turtle Protection Conditions” how will the contractor be notified that the turtle survey is completed, and work can begin?

Response: The City’s “Turtle Patrol” volunteer group inspects the beach daily during nesting season and marks nests in order for these areas to remain undisturbed. The beach is inspected and nests are marked between 5:00-8:00 a.m. every morning. The Contractor is responsible for avoiding marked sea turtle nests and for complying with the other requirements as stated in the permit conditions including but not limited to not leaving equipment on the beach or causing rutting or obstacles on the beach.

Question 21: Will all equipment and mats and all other materials be required to be removed from the beach at the end of each day during the duration of the project so as not to interfere with the nesting turtles?

Response: Yes – all equipment must be removed at the end of each day.

Question 22: Will the contractor be responsible for obtaining and posting the manatee signs under section 10 “In-water Activities” in the DEP permit?

Response: The City will post and remove manatee signs prior to work beginning and at the conclusion of work.

Question 23: Under section 15 “Shorebird Protection” sub-section E in the DEP permit, if shorebirds are found to be nesting within the project area, will the contractor be responsible for obtaining a bulletin board displaying the required information?

Response: The City will obtain the bulletin board displaying required information if shore birds are encountered within the project area.

Question 24: Under section 18 “Shorebird Buffer Zones and Travel Corridors” sub-section A in the DEP permit, it states that a smaller buffer can be established but only in writing to the FWC Regional Biologist. Does this mean work would have to stop until the approval was submitted and received back from FWC or would work be able to continue during this period?

Response: The requirements for buffers around shore bird nests (if observed) are limited to activities on the shore/beach. The standard buffer will be expected unless there is a compelling reason to request a smaller site-specific buffer. However, given the nature of this project it is not expected this will be required. It is not expected that work would have to stop if shore birds are encountered. It is expected that any onshore activity required for this project would be able to continue (uninterrupted) by moving onshore activity out of the buffer area of any nesting shore birds.

Question 25: Does the city have a completion date?

Response: It is expected that debris removal will be completed by August 16<sup>th</sup> and final invoicing/payment completed by September 16<sup>th</sup>, 2024.

Question 26: Will the contractor be allowed to dock the work barge inside of the canal?

Response: Yes, the Contractor may dock the work barge inside the canal but must not block the channel for boat traffic.

Question 27: Will the city allow the contractor to use city slips to dock their boats?

Response: Yes, the City will allow the Contractor to utilize City slips to dock boats (slip rental fees will be waived).

Question 28: Will the contractor and their employees be required to purchase a boat ramp use permit?

Response: No, the Contractor will not be required to purchase a boat ramp use permit (this will be waived) to use the boat ramp for the project.

Question 29: It is reasonable to expect down time during this project due to inclement weather, would the city consider adding a line item to the base bid sheet for a down time rate?

Response: Down time due to inclement weather or conditions at the inlet to the canal (Marina) may occur during the project. A daily down time rate has been added to the Bid Form.

Question 30: Does the city have a budgeted amount for this project? If yes, would the city share that amount?

Response: The City does not have a detailed budget to provide for this project.

Question 31: The project will highly depend on canal access during the duration of the project both exiting and entering the canal during the day. Will the city be responsible for maintaining the entrance of the canal during this time?

Response: The City actively maintains the inlet to the canal/Marina and will be responsible for maintaining the inlet open throughout duration of this project. However, it should be noted that the canal has a shallow draft in some areas. The average depth at inlet is 9 feet and within the Marina, average depth is approximately 4.5 – 5 feet.

Question 32: In the event the canal entrance is closed or impassable will the city consider adding a standby rate in the base bid sheet?

Response: A daily down-time rate has been added as a line item to the Bid Form.

Question 33: Under the SOW it states, "Items determined to be greater than four (4) feet below the seafloor shall remain in-situ." The survey also stated that depths are estimated below the seafloor to reach anomaly, based off this information the quantity of debris could be far less than estimated, would the city consider replacing the cubic yard line item in the base bid sheet to a lump sum bid?

Response: The bid will remain based on unit costs and quantities removed.

Question 34: Can the contractor utilize a long reach floating excavator on pontoons to walk out to the area's in the proposal to remove sunken debris should the contractor need or request to use this type equipment?

Response: The Contractor may utilize this type of equipment, however, payment will be based on unit costs and quantities, regardless of equipment utilized.

Question 35: If Contractor can use the floating excavator can contractor walk excavator back to the beach to park at night?

Response: Given nesting sea turtle season restrictions and given the public nature of the beach, it is expected that all equipment will be removed from the beach daily and stored in the City-provided laydown area when not in use.

Question 36: Can debris be hauled to an FDEP permitted C&D transfer station or recycling facility to reduce the cubic yard volume of debris that would have to be hauled to final disposal after reduction?

Response: Line Items have been added to the Bid Form to allow C&D hauling to nearest transfer station and for reduction. However, the City will discuss with Contractor the financial benefits of this option versus direct haul to final disposal prior to authorizing NTP.

Question 37: Can the contractor "jet" the debris targets instead of digging?

Response: Jetting to uncover debris is allowed provided Contractor complies with turbidity requirements as specified in the regulatory authorizations. Jetting has not been added to the Bid Form as a Line Item and if anticipated, should be included in the Contractor's unit costs.

Question 38: Under the SOW it states that sand removed during the excavation process must be placed adjacent to the excavation site. With this work happening in the open waters of the Gulf what would the contractor be required to do if the sand was washed away due to wave action before the debris was removed and put back in place?

Response: The purpose of this statement within the SOW is to prevent the removal of sand from the project area or significant redistribution of excavated material. The Contractor shall minimize disturbance of the sea floor and minimize excavation/leaving voids to the greatest extent possible, however, if sand is washed away due to wave action this would be considered unavoidable.

Question 39: Is there an alternate site for load out areas other than the west/ east side of the canal? Would the city consider allowing load outs to happen at the Miramar boat ramp?

Response: The City will work directly with the selected Contractor to establish appropriate load-out areas prior to NTP and will consider additional alternatives within City right of ways.

Question 40: We understand we can submit our bid pricing based on the previous survey, but will we be compensated for every extra target/piece of debris we identify and remove from the site?

Response: The Contractor will be paid based on unit costs and actual quantities encountered during construction. However, please note the Response to Question 7 above regarding debris eligible for payment must be located within the project limits.

# BID FORM

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to: **City of Mexico Beach City Hall Clerk’s Office**  
**201 Paradise Path**  
**Mexico Beach, FL 32410**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER’S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**BASE BID**

ITEM	DESCRIPTION	UNIT	ESTIMATED QTY*	UNIT COST	BID COST (based on qty)
1	Mobilization	LS	1		
2	Cubic yard, aquatic-based debris removal	CY	1,100		
3	Car and trucks aquatic-based removal (each removed)	EA	2		
4	Boats, per linear foot aquatic-based removal	LF	50		
5	Haul-out to FDEP authorized C&D Transfer Station for Reduction				Note: Haul-out of debris to nearest FDEP-permitted reduction site based on type of debris (C&D expected).
	0-15 miles	CY	1,000		
	15-30 miles	CY	1,100		
6	C&D Waste Reduction	CY	1,100		
7	C&D Debris Haul-out from beach to FDEP authorized Designated Final Disposal Site**				Note: Haul-out of debris to nearest FDEP-permitted final disposal site based on type of debris (C&D expected).
	30-60 miles	CY	1,100		
	60-90 miles	CY	1,100		
8	Permit conditions (e.g. turbidity curtain)	LS	n/a		
9	Daily Down-time Rate (due to inclement weather or conditions at inlet to canal)	EA	7		
10	Turbidity Barriers/Regulatory Compliance	LS	1		
<b>BID TOTAL</b>					

**\*Notes: Estimated quantities above are based on the underwater survey of debris fields. Project costs and payment will be based on actual debris quantities encountered during implantation, based on unit costs above.**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item and (2) estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids and final payment for all unit price Bid items will be based on actual quantities determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the

dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. This item has been intentionally left blank;
- C. This item has been intentionally left blank;
- D. This item has been intentionally left blank;
- E. Evidence of authority to do business in the state or jurisdiction of the Project; or a written covenant to obtain such license within the time frame for acceptance of Bids;
- F. This item has been intentionally left blank;
- G. This item has been intentionally left blank;
- H. Copies of Addenda
- I. Statement of Qualifications
- J. Terms of Warranty

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

\_\_\_\_\_

By: \_\_\_\_\_  
*[Signature]*

\_\_\_\_\_ *[Printed name]*  
*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*[Signature]*

\_\_\_\_\_ *[Printed name]*

Title: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Name and e-mail address: \_\_\_\_\_  
\_\_\_\_\_

**STATEMENT OF QUALIFICATIONS**

BIDDER: *[Indicate correct name of bidding entity]*

Provide Level of  
Experience for this  
Project

Provide two (2) examples of work performed by Bidder of similar size, type, and cost:

How long has  
Bidder/Bidding Entity  
operated in this  
industry?

[Printed name]

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

*[Printed name]*

Title:

Submittal Date:

**WARRANTY**

BIDDER: *[Indicate correct name of bidding entity]*

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Bidder will include/attach terms of warranty for the vessel, engine, and equipment to be submitted with this form and Bid Form.

Length of time for proposed warranty of vessel:

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Length of time for proposed warranty of engine:

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