

January 21, 2025

RFB 24-4525
ROMP 46 – BAIRD WELL SITE MONITOR WELL CONSTRUCTION SERVICES

ADDENDUM #1
(Acknowledgment is Required)

The Respondent shall acknowledge its review and receipt of this Addendum by signing below and including a signed copy of this Addendum with its bid submittal. Failure to do so could result in disqualification of the bid.

Please note that double underlined information (example) is added wording and stricken information (~~example~~) is deleted wording.

I. CLARIFICATIONS:

1. 2.1 DEFINITIONS is amended to add the following definition:

2.1.22 Milestone—A principal event in the performance of the Project that the Agreement requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the project work.

2. 2.2 TERM of the RFB and Paragraph 5 of the Sample Agreement are hereby replaced in their entirety with the following:

A Notice to Proceed (NTP) will be issued by the District. The Contractor shall commence project work within 30 days from the date indicated on the NTP or by May 1, 2025, whichever is earlier.

The Contractor shall achieve Substantial Completion within 600 days from commencement pursuant to the NTP and shall achieve Final Completion within 720 days from commencement pursuant to the NTP.

In addition, parts of the Project shall be substantially completed on or before the following Milestone:

Milestone 1 – Final Completion of the three permanent monitoring wells (Lower Floridan Aquifer Below Middle Confining Unit VIII, Upper Floridan aquifer Avpk Formation, and Upper Floridan aquifer Swnn Limestone) – NO LATER THAN DECEMBER 31, 2025.

3. 2.26 LIQUIDATED DAMAGES is hereby replaced with the following:

The parties agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which could be incurred by the District for delay in the completion of the work would be difficult to ascertain. Accordingly, the parties agree that the liquidated damages, for each day that the time consumed in completing the work exceeds the time allowed therefore shall be \$1,200 per calendar day. The parties specifically agree that the stated liquidated damages do not constitute a penalty. The amount of liquidated damages occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and sureties for the Contractor shall be liable thereof. This provision shall survive the expiration or termination of the Agreement.

The Contractor and the District recognize that time is of the essence for the performance of the work and that the District will suffer financial and other losses if the Project is not completed and Milestones not achieved within the times required by this Agreement, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by the District if the work is not completed on time, aside from the additional cost of inspection and supervision. Accordingly, instead of requiring any such proof, the District and Contractor agree that as liquidated damages for delay (but not as a penalty):

Final Completion: The Contractor shall pay the District \$500 for each day that expires after the time specified for Final Completion until the work is completed and ready for final payment.

Milestone: The Contractor shall pay the District \$1,000 for each day that expires after the time specified for achievement of Milestone 1.

Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspections and supervision occasioned by the failure of the Contractor to complete the work within the time fixed for completion or within the time for which such completion may be extended as provided herein. The amount of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay will be deducted and retained out of the monies payable to the Contractor. If not so deducted, the Contractor and surety for the Contractor shall be liable therefore.

4. 2.41 PROGRESS SCHEDULE AND SCHEDULE OF VALUES (POST-AWARD) is hereby replaced with the following:

The Contractor shall prepare, submit, and maintain a Progress Schedule for the Project. The Progress Schedule which will be accompanied by a Schedule of Values will be the primary means of control of the Project and will be used as the basis of scheduling all work and for determination of contract progress payments. The Contractor will provide its proposed Progress Schedule and Schedule of Values to the District in accordance with the timeframe provided in the Execution of Contract section. Upon approval, the District will incorporate the Progress Schedule and Schedule of Values into the Agreement.

The Progress Schedule will contain a Gantt chart detailing individual activities of work. The chart schedule will consist of every activity with a duration of five days or more, a value of \$5,000 or more, or any other activity with a critical impact on the job schedule. Shop drawing submittal and review, equipment delivery, and all quality or operational testing activities will be included.

The Schedule of Values, which will be satisfactory in form and substance to the District, will subdivide the work into its component parts in sufficient detail to serve as the basis for measuring quantities in place and calculating amounts for progress payments during construction. An unsupported or unreasonable allocation of the total agreement amount to any one of the activities or work items will be justification for the rejection of the Schedule of Values. The Contractor will not submit an unbalanced Schedule of Values, which provides for overpayment to the Contractor on activities that are to be performed first. The Schedule of Values will be revised and resubmitted until acceptable to the District. The District will not enter into a contract with the Contractor until the Schedule of Values has been approved in writing by the District. Once the Schedule has been accepted by the District, the Contractor will honor prices contained in the Schedule of Values. The total sum of the individual values of the Schedule of Values for each of the activities will equal the total agreement amount.

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5. 3.2 CONTRACTOR OBLIGATIONS AND RESPONSIBILITIES additional term to be added:
3.2.7 As advised at the mandatory pre-bid conference, vandalism and theft previously occurred at the ROMP 46 well site. The Contractor is responsible for protecting its work and equipment from damage/theft and assumes liability at all times, regardless of work being performed, for all Contractor-provided construction materials, construction equipment, personal and company vehicles, and all other items pertaining to this site. The District will not be held responsible or liable for any vandalism and/or theft of any Contractor owned equipment, materials, or vehicles.
6. 4.1 BASIS FOR AWARD OF CONTRACT
The District anticipates awarding the contract to one or more of the lowest responsive and responsible bidders. The District will award the contract to the lowest, responsive, responsible Respondent.

II. QUESTIONS AND ANSWERS:

1. **Question:** **Do you know what the payment terms are on this project? Monthly, Draw, First and Final Draw, Bill by Completion of each well?**
- Answer: In accordance with Attachment 12 Sample Agreement: Section 4 Compensation, invoices will be submitted monthly by the Contractor.
2. **Question:** **Can the Contractor work a 24-hour day?**
- Answer: No, a 24-hour workday is not permitted. Please reference Section 2.40 Hours of Work for the hours of operation allowed.
3. **Question:** **Can the Contractor drill multiple wells at the same time?**
- Answer: No, after further inspection of the site, the District's staff has determined the site is not big enough to accommodate multiple rigs at once.
4. **Question:** **Does the District have a specific well(s) they want constructed first?**
- Answer: Yes, the District wants the Lower Floridan Aquifer Below Middle Confining Unit VIII – Permanent Monitor Well, constructed first followed by the Upper Floridan aquifer Avpk Formation – Permanent Monitor Well (ROMP 46 U Fldn Aq Avpk Monitor), then the Upper Floridan aquifer Swnn Limestone – Permanent Monitor Well (ROMP 46 U Fldn Aq Swnn Monitor), these three wells must be constructed by December 31, 2025.
5. **Question:** **Can the Contractor discharge water on site? If yes, where on site is this permitted?**
- Answer: Yes, water can be discharged to the East side of the temporary construction easement.

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6. **Question:** **Is there a water supply source located on site for the Contractor to use? If yes, what is the water pressure output for this water supply source?**
- Answer: Yes, there is a water supply source on site that the Contractor may use. District staff were able to pump this well at 30 gallons per minute with a submersible pump.
7. **Question:** **Who maintains the site while the project is ongoing, such as mowing the grass?**
- Answer: The District will maintain the mowing of the site when and if necessary. However, it is the responsibility of the Contractor to restore the site to its original pre-well construction condition pursuant to Attachment 1 – Scope of Work and Figures 1-10 of this RFB.
8. **Question:** **Can the Contractor build a sill on site to remove mud?**
- Answer: An operational and functioning mud filtering system composed of solids control equipment such as desanders, de-silters, hydrocyclones, shaker tables, or a combination, therefore, must be utilized during mud rotary operations. Solids control will be monitored by the District staff. Please refer to Attachment 1 – Scope of Work – Site Restoration.
9. **Question:** **What is the budget for this project.**
- Answer: The current estimated budget for this project is \$3,954,275.00.
10. **Question:** **Can the District provide Geology, Hydrology, Lithology, any other pictures, and data logs pertaining to these wells?**
- Answer: Yes, please find all the District's data logs pertaining to this site in Attachment(s) A-M.
11. **Question:** **Is the Contractor allowed to provide their own water supply well or water truck on site?**
- Answer: Yes, if a contractor needs more than 30 gpm available from the on-site well, one of the other wells in the Scope of Work could be drilled for additional water supply or a water truck can be used.
12. **Question:** **Is there power accessible on site?**
- Answer: The infrastructure is present, but the contractor will need to have the power company install a new meter, turn the power on, and create an account for billing.

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13. Question: Is the Contractor responsible for site restoration?

Answer: Yes, please reference Attachment 1 – Scope of Work and Figures 1-10 of the RFB document, paragraph Site Restoration.

14. Question: Is the Contractor required to bid every well?

Answer: No, the Contractor may select which well(s) they would like to bid. Please refer to Clarification #6.

III. ATTACHMENTS:

Attachment A – R46 Hydro Litho Strat
Attachment B – R46 K Q WL w/Strat
Attachment C – R46 Cations, Anions, TDS w/Strat
Attachment D – R46 Gamma 13Sept2022
Attachment E – R46CH Cal Gam-10May2021
Attachment F – R46 Multi Caliper Suite 10May2021
Attachment G – R46 Caliper Gamma 23July2021
Attachment H – R46 WS 12-17-20-9074C 0.00 278.7
Attachment I – R46CH Elog FTC 16-17Sept2022
Attachment J – R46CH Multi 16Sept2022
Attachment K – R46CH MultiLogs 23July2021
Attachment L – R46CH Caliper Gamma 15Sept2022
Attachment M – R46CH Caliper Gamma 13Sept2022

Celeste Larisey
Procurement Specialist
cc: Project Manager

ACKNOWLEDGEMENT OF ADDENDUM #1

BY: _____ DATE

(TYPE/PRINT NAME AND TITLE)

COMPANY NAME