



June 14, 2024

Captiva Erosion Prevention District
Mr. Daniel Munt, Executive Director
11513 Andy Rosse Lane, Unit 4
Captiva, Florida 33924

RE: RFP-CEPD2024-1-0-2024
Captiva Island Beach Renourishment

Mr. Munt:

Please accept herein Weeks Marine, Inc.'s proposal for Best and Final offer for the Captiva Island Beach Renourishment project. This offer supersedes and replaces our prior offer dated April 19, 2024, in accordance with the Captiva Erosion Prevention District's request for Best and Final Offers in Addendum No. 3 dated May 31, 2024. Our team did not identify any efficiencies or alternatives or other conditions or dates that would reduce the overall cost of this project.

Please feel free to contact me with any questions at (985) 875-2591 or by email at plamourie@weeksmarine.com. We appreciate the opportunity to submit our proposal and look forward to working with the District in the future.

Thank you,

A handwritten signature in blue ink, appearing to read 'Paul LaMourie', is written over a light blue horizontal line.

Paul LaMourie
Senior Vice President
Weeks Marine, Inc.

BID PROPOSAL

Proposal of Weeks Marine, Inc. (hereinafter called "Bidder"), a corporation organized and existing under the Laws of the State of New Jersey, a partnership, or an individual, to the Captiva Erosion Prevention District, Florida (hereinafter called "DISTRICT").

Captiva Erosion Prevention District:

The bidder, in compliance with your "Invitation to Bid" for the "CAPTIVA ISLAND BEACH RENOURISHMENT PROJECT," having examined the Information for Bidders, General Conditions, Technical Provisions, Plans, Contract and any amendments to the above and the site of the proposed Work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor for the project, hereby propose to furnish all labor, plant, equipment, supplies and material, and to construct items of the project for which a bid price is indicated in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. **These prices are to cover all expenses, including overhead and profit, incurred in performing the Work required for each item bid under the Contract Documents, of which this proposal is a part.**

Enclosed is a Bid Bond in the amount of five percent (5%) of the total bid price. It is understood that upon award, this firm will execute and enter into contract with surety within seven (7) days of receipt of "Notice of Award" or this Bid Bond will be forfeited, not as a penalty but as liquidated damages for the cost and expense incurred should this firm fail to timely submit satisfactory surety or fail to comply with any other requirements of the Contract Documents. It is understood that if this firm is not awarded the contract, the Bid Bond will be returned.

The Bidder, if awarded a contract, hereby agrees to mobilize and commence operations under this contract between October 1, 2024, and May 1, 2025, dependent upon construction window selected. The Bidder also agrees that upon commencement of dredging, the Work shall be continuous and completed, accepted, and ready for use.

The CONTRACTOR will bear any costs, including mobilization and demobilization costs, arising from failure to complete the dredging prior to the contract deadline.

The Bidder agrees that damages to the DISTRICT for failure to timely complete the Work are not readily ascertainable. Therefore, bidder agrees that in the event it does not complete 95% of the dredging volume within the contract deadline, the DISTRICT may deduct from its final payment \$3000 for every day past the deadline until completion of Work, subject to Paragraph 32.6 and 33, of the General Conditions.

Bidders are required to acknowledge receipt of all amendments on the Bid Form in the space provided. Failure to acknowledge all amendments in writing may result in rejection of the bid.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Dated: 04/03/2024

Addendum No. 3 Dated: 05/31/2024

Addendum No. 2* Dated: 04/08/2024

Addendum No. _____ Dated: _____

**Note: Attachments issued 04/08/2024 on DemandStar labeled as Addendum No. 2.*

Bidder agrees to perform all the Work in the manner and time prescribed in the Contract Documents for the prices set forth below (including overhead and profit) except as otherwise provided in Paragraph 11 of the General Conditions ("Changes in the Work"):

**BID ALTERNATIVE A – CONSTRUCTION WINDOW
CAPTIVA ISLAND BEACH RENOURISHMENT PROJECT
Schedule of Bid Items**

BID FORM				
	No.	Units	Unit Price	Subtotal
Captiva Island				
A. Mobilization/Demobilization	1	LS		
B. Beach Tilling and Scarp Leveling	25,700	LF		
C. Turbidity Monitoring	1	LS		
D. Dredging and Placement of Beach and Dune Fill	800,000	CY		
E. Relocation Trawling Mobilization	1	LS		
F. Sea Turtle Relocation Trawling	8	Days		
G. Project Site Layout and Data Collection	1	LS		
H. Sea Oat Planting	800,000	EA		
I. Screening to Remove Unacceptable Material ¹	6,000	CY		
J. Hauling and Removal of Unacceptable Material ¹	600	CY		
K. Remediation of Non-Compliant Material ¹	1	AC		
Grand Total			\$	
Grand Total in Words:				NO BID

Note: ¹ Remediation, screening, hauling and removal of unacceptable are included as optional items of the Contract to be utilized per the specifications and only at the request of the DISTRICT.

**This offer supersedes and replaces our prior offer dated 4/19/2024, in accordance with the District's request for Best and Final Offers dated 5/31/2024.*

**BID ALTERNATIVE B –CONSTRUCTION WINDOW
CAPTIVA ISLAND BEACH RENOURISHMENT PROJECT
Schedule of Bid Items**

BID FORM				
	No.	Units	Unit Price	Subtotal
Captiva Island				
A. Mobilization/Demobilization	1	LS		
B. Beach Tilling and Scarp Leveling	25,700	LF		
C. Turbidity Monitoring	1	LS		
D. Dredging and Placement of Beach and Dune Fill	800,000	CY		
E. Relocation Trawling Mobilization	1	LS		
F. Sea Turtle Relocation Trawling	8	Days		
G. Project Site Layout and Data Collection	1	LS		
H. Sea Oat Planting	800,000	EA		
I. Screening to Remove Unacceptable Material ¹	6,000	CY		
J. Hauling and Removal of Unacceptable Material ¹	600	CY		
K. Remediation of Non-Compliant Material ¹	1	AC		
Grand Total			\$	
Grand Total in Words:				NO BID

Note: ¹ Remediation, screening, hauling and removal of unacceptable are included as optional items of the Contract to be utilized per the specifications and only at the request of the DISTRICT.

**This offer supersedes and replaces our prior offer dated 4/19/2024, in accordance with the District's request for Best and Final Offers dated 5/31/2024.*

**BID ALTERNATIVE C – CONSTRUCTION WINDOW
CAPTIVA ISLAND BEACH RENOURISHMENT PROJECT**

Schedule of Bid Items

BID FORM				
	No.	Units	Unit Price	Subtotal
Captiva Island				
A. Mobilization/Demobilization	1	LS	\$7,275,000.00	\$7,275,000.00
B. Beach Tilling and Scarp Leveling	25,700	LF	\$5.00	\$128,500.00
C. Turbidity Monitoring	1	LS	\$125,000.00	\$125,000.00
D. Dredging and Placement of Beach and Dune Fill	800,000	CY	\$24.00	\$19,200,000.00
E. Relocation Trawling Mobilization	1	LS	\$10,000.00	\$10,000.00
F. Sea Turtle Relocation Trawling	8	Days	\$8,500.00	\$68,000.00
G. Project Site Layout and Data Collection	1	LS	\$75,000.00	\$75,000.00
H. Sea Oat Planting	800,000	EA	\$1.25	\$1,000,000.00
I. Screening to Remove Unacceptable Material ¹	6,000	CY	\$20.00	\$120,000.00
J. Hauling and Removal of Unacceptable Material ¹	600	CY	\$50.00	\$30,000.00
K. Remediation of Non-Compliant Material ¹	1	AC	\$25,000.00	\$25,000.00
Grand Total			\$28,056,500.00	
Grand Total in Words: Twenty-eight million fifty-six thousand five hundred dollars and zero cents				

Note: ¹ Remediation, screening, hauling and removal of unacceptable are included as optional items of the Contract to be utilized per the specifications and only at the request of the DISTRICT.

**This offer supersedes and replaces our prior offer dated 4/19/2024, in accordance with the District's request for Best and Final Offers dated 5/31/2024.*

The Bidder attests to their responsibility and capability for the execution of the work set forth in the Contract Documents; also to the responsibility and capability of any subcontractors to satisfy the requirements of the Contract Documents.

The undersigned bidder understands that the quantities of work as shown herein are approximate only and are subject to increase or decrease and offers to do the work whether increased or decreased, at the unit prices stated above, subject to the General Conditions.

Bidder understands that the DISTRICT reserves the right to reject any or all bids; to waive any technicalities, irregularities, and to award the contract to the responsible bidder whose bid the DISTRICT determines to be in its best interest.

Bidder agrees that this ~~bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.~~ *best and final offer remains valid until August 1, 2024 in accordance with the District's request for Best and Final Offers dated 5/31/2024.*

The bid security attached in the sum of Five Percent (5%) of Amount Bid
(\$ Five Percent (5%) of Amount Bid)

is to become the property of the DISTRICT in the event the Contract is not executed within the time above set forth, or in the event the Performance and Payment Bond is not properly executed and delivered as specified in the Information for Bidders, as liquidated damages for the delay and additional expense to the DISTRICT caused thereby.

Respectfully submitted,

Weeks Marine, Inc.

(Corporation, Partnership or Individual)

By: 

(Signature)

Paul LaMourie, Senior Vice President

(Name and Title)

304 Gaille Drive

(Business address)

Covington, LA 70433

(City, State, zip code)

14th day of June, 2024

(Date)

(Seal) - if bid is by a corporation.

BID BOND

Travelers Casualty and Surety Company of America Hartford, Connecticut 06183

CONTRACTOR:
(Name, legal status and address)

Weeks Marine, Inc.
304 Gaille Drive
Covington, LA 70433

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:
(Name, legal status and address)

Captiva Erosion Prevention District
11513 Andy Rosse Lane, 3rd Floor, Unit 4
Captiva, FL 33924

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

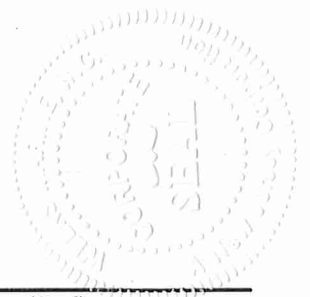
Captiva Island Beach Renourishment Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of June, 2024



Guy Guidry
(Witness) Guy Guidry, Vice President

Weeks Marine, Inc.
(Principal) _____ (Seal)
By: *Paul LaMourie*
(Title) Paul LaMourie, Senior Vice President

Deanne Jones
(Witness) Deanne Jones

Travelers Casualty and Surety Company of America
(Surety) _____ (Seal)
By: *Tammy Pike*
(Title) Tammy Pike FL Non-Resident Agent & Attorney-in-Fact





**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Philip G. Dehn, Tammy Pike, Paul A. Foss, Marie Huggins, Traci Sutton, and Deanne Jones of Omaha, Nebraska,** their true and lawful Attorney (s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in the, r business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021.**



State of Connecticut

By: 
Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **21st** day of **April, 2021,** before me personally appeared **Robert L. Raney,** who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes,** the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **12th** day of **June**, 20**24**.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**CERTIFIED COPY OF RESOLUTION
OF
WEEKS MARINE, INC. (the "Corporation")**

“WHEREAS, the Corporation intends to submit a bid proposal (the “Proposal”) to the Captiva Erosion Prevention District, with regard to the Captiva Island Beach Renourishment Project, located in Lee County, Florida (the “Project”);

NOW, THEREFORE, BE IT RESOLVED, that the following officers, and each of them acting alone, hereby are authorized to execute and deliver the Proposal, bonds, and any and all related Proposal documents, including any addendums, on behalf of the Corporation, and upon award of the Project, to execute and deliver the Project contract and all related Project documents:


Charles Broussard Jr., Senior Vice President
Brett Dupuis, Senior Vice President
Paul LaMourie, Senior Vice President
Timothy J. Weckwerth, Vice President”

* * * * *

I, Allison M. Hardy, certify that I am the Secretary of Weeks Marine, Inc., a New Jersey corporation (“Corporation”).

I certify that: (1) The resolution quoted above was adopted by the Consent Action of the Board of Directors, signed on April 10, 2024; (2) Any action of the directors of the Corporation may be taken without a formal meeting if the directors consent in writing; (3) The signed Consent Action has been filed in the minute book of the Corporation; and (4) The resolution has not been revoked or amended and is now in full force and effect.

SIGNED on April 10, 2024.



Allison M. Hardy, Secretary



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SALCE, NICHOLAS PATSY II

WEEKS MARINE, INC.
4 COMMERCE DRIVE
CRANFORD NJ 07016

LICENSE NUMBER: CGC1522040

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



State of Florida

Department of State

I certify from the records of this office that WEEKS MARINE, INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on January 12, 1988.

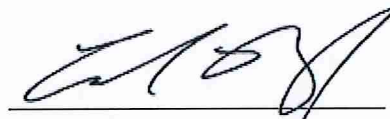
The document number of this corporation is P17607.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 5, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twelfth day of April, 2024*




Secretary of State

Tracking Number: 1510270870CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Office of the Captiva Erosion Prevention District
11513 Andy Rosse Lane, Unit 4
P.O. Box 365
Captiva, Florida 33924
(239) 472-2472
mycepd@mycepd.com
www.mycepd.com

John Wade, Chairman
Daniel Munt, Executive Director

04/03/2024

Re: RFP-CEPD2024-1-0-2024
Captiva Island Beach Renourishment
Addendum #1

This memorandum serves as notice that the Captiva Erosion Prevention District is extending the bid response period. The bids will now be opened on April 19th, 2024.

Respectfully,

Daniel Munt
Executive Director
Captiva Erosion Prevention District

Arin.Ricks

From: Daniel Munt <dmunt@mycepd.com>
Sent: Thursday, April 18, 2024 10:57 AM
To: Arin.Ricks
Subject: [External]Re: Captiva Island Beach Renourishment

Good morning,

We are prepared to open the bids and read them aloud at 5pm EST tomorrow. We have only issued the one addendum for clarifications and their corresponding documents.

Thank you,

Daniel Munt

Executive Director
239.472.2472 office
239.214.4560 cell
www.mycepd.com

P.O. Box 365
Captiva, Florida 33924

Please note: Florida has a very broad public records law. Most written communications to or from CEPD Employees and officials regarding CEPD business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Arin.Ricks <ARicks@WeeksMarine.Com>
Sent: Thursday, April 18, 2024 11:36 AM
To: CEPD Admin <mycepd@mycepd.com>
Subject: Captiva Island Beach Renourishment

Hi,
I just wanted to confirm that the Captiva Island Beach Renourishment Project will still bid tomorrow at 2PM ET via DemandStar.
Only two amendments have been issued, NO. 1 Dated 4/3/24 and NO. 2 Dated 4/8/2024.

Thank you,
Arin Ricks

Arin Ricks
Proposal Coordinator
Weeks Marine, Inc.

304 Gaille Drive
Covington, LA 70433

This information and documents contained in this addendum are hereby incorporated into the bid documents. This addendum must be acknowledged where indicated in the Information for Bidders. This addendum is being released to provide answers to questions received, extend the deadline for receipt of bids, and modify the construction plans and specifications. No additional questions will be accepted or answered prior to the conclusion of the bid period.

QUESTIONS AND ANSWERS:

1. Will the Engineer or District please provide all available electronic survey data as called out in the contract plans?

The most recent survey data of the beaches, borrow areas, and sand retention area have been added to BidSync.

2. Drawing no. BA-2 indicates a shaded primary dredge area 1, secondary dredge area 2, and secondary dredge area 3. These shaded areas do not clearly delineated by shading in the contract documents. Will the Engineer/District please clarify the location of each of the dredge areas by both shading and a table of coordinates.

Please refer to the updated construction plan sheet 19 included as an attachment to this addendum.

3. Drawing No. PL-1 note 7 indicates historical bathymetry is from 1991, 1993, and 2011. Is any additional bathymetry data of the area from post hurricane or previously performed contracts available?

Please refer to response to Question 1. All most recent data has been provided with this addendum response.

4. Will the district please extend the bid date by 2 weeks to allow contractors time to familiarize themselves with the existing conditions of the work site and perform additional investigations/surveys of the area noted as "cleared area for pipeline"?

Please refer to Addendum No. 1, and the updated bid opening date and time on BidSync.

5. Will the district please extend the bid date by 2 weeks to allow contractors to review any additional provided information?

Please refer to response to Question 4.

6. Specifications section TEP-7, paragraph 9.3 states, "No dredging will take place outside of the borrow area limits as shown in the Plans. No dredging will exceed the permitted maximum depth of excavation as shown on the drawings."
 - a. If Contractors elect to utilize the sand retention area, rehandling via dredging material by cutter suction of material placed by a TSHD will be required. Is this dredging a violation of the contract documents or permits?

Please refer to Technical and Environmental Provision TEP 10.11.

7. Specifications section TEP-10, paragraph 9.7.3 states, "Beach fill material shall meet the requirements of the FDEP approved project Sediment QC/QA Plan and shall conform to the compliance values presented on the plan for the respective project area. Beach fill material shall be clean sediment from the permitted source and free of unacceptable materials, such as debris, asphalt, rocks greater than ¾ inch in diameter, clay balls, and other organics, oil, pollutants and any other foreign materials. Any unacceptable material remaining in the fill shall be removed and disposed of by the CONTRACTOR as approved by the ENGINEER."
 - b. Is the contractor required to screen material greater than ¾ inch at the discharge pipeline as it is being placed on the beach via baskets or otherwise approved method?
 - c. If screening material at the discharge is required for all material, will the District or Engineer please revise the bid schedule to include an item for screening for the entire beach fill quantity?

The District will not dictate means and methods for the Contractor to be in compliance with the Sediment QA/QC plan. In-line screening is not required as part of the contract. No revisions to the bid schedule will be considered at this time.

8. Specifications section TEP-18, paragraph 10.11.1 states, "The CONTRACTOR shall notify the ENGINEER in writing that the retention area will be used for rehandling and/or stockpiling sediments. The requested sand retention area shall be limited to the size needed for the CONTRACTOR's operation and approved by the ENGINEER."
 - a. Will contractors be limited by volume, square footage, or height above existing elevation when requesting use of the sand retention area?

Yes, the full retention/rehandling area will not be permitted for use. Navigable depths must be maintained above stockpile.

9. Specifications section TEP-18, paragraph 10.11.3 states, "... The maximum depth of excavation when rehandling stockpiled material is the seafloor existing prior to the CONTRACTOR's use."
 - a. If contractors are not permitted to potentially disturb and excavate material below the seafloor existing prior to use, material may remain above the seafloor after to use. What are the allowances of material remaining upon completion of dredging within the limits of the sand retention area?
 - b. Will contractors be penalized for any quantity of material remaining within the sand retention area following completion of beach fill?
 - c. If contractors do unintentionally excavate material below the seafloor prior to use, how will contractors be penalized?

The Contractor will be permitted to leave the amount of material required as a buffer to ensure there is no disturbance to the seafloor existing prior to use. If the Contractor excavates material below seafloor, a deduction of quantity of sand dredged outside of and/or below the allowable dredge depths will be made from pay quantities. The Contractor will be required to pay for any costs, fines or other expenses related to dredging outside of the excavation limits or permit

violations resulting from Contractor negligence in complying with permits for the project, and to remove unacceptable material from the beach fill. If the Contractor does not pay all costs, fines or other expenses related to dredging outside of the permitted limits and/or for permit violation and/or remove unacceptable material from the beach fill, the District will deduct from payments due to the Contractor from the District, or may be recovered from the Contractor's bond to cover all costs, fines, or expenses related to excavating outside of limits and/or deeper than allowed within the area.

10. Specification section IB-9, paragraph 11 states, "A pre-bid conference is scheduled for 1:00 p.m. the first Thursday following a full week of bid advertisement at the DISTRICT's office on Captiva Island and will also be available through an online video conferencing platform."
- a. The contract documents do not specify the pre-bid conference as being mandatory. Are contractors that were not in attendance permitted to Bid this project?
 - b. Will contractors that were not in attendance of the pre-bid conference be considered awardable if a bid proposal is submitted?

The pre-bid conference was not mandatory, and all Contractors are open to submitting bids.

11. The Contract Documents specify that District may perform other work at or adjacent to the Site with District employees, or through contracts for such other work, and that Contractor must coordinate with such other work. Please confirm whether any such work is scheduled or anticipated during the period of this work.

This District has no other work and expects no other work at or adjacent to the Site planned at this time.

12. Please confirm in the event of changes in laws or regulations taking effect after submission of Contractor's bid, Contractor shall be entitled to an equitable adjustment to the extent such change impacts Contractors' cost and/or time of performance.

If impactful changes in law occur an adjustment will be considered, in an equitable amount depending on the nature of the law or regulation.

13. Please include the following waiver of consequential damages: "Contractor shall not be subject to indirect, consequential or special damages of any type or nature whatsoever other than the contractually provided liquidated damages that are specifically acknowledged and included in Section 3.2 of the Agreement."

The District has reviewed this request and determined that no changes are warranted.

14. Please modify the Contract Documents to allow an equitable adjustment in the Contract Price for delays caused by (1) differing site conditions; (2) the presence and operation of other contractors of District; (3) omissions or errors in the Plans or Specifications; or (4) the negligent acts or omissions of the District, other contractors of District, or anyone for whom District is responsible. The Contractor should not be required to bear the costs associated with such delays.

The District has reviewed this request and determined that no changes are warranted.

15. Please remove "site conditions" from section 32.1. If Contractor encounters a differing site condition it should be entitled to an equitable adjustment for the costs associated with said condition, including any delays it incurs as a result of the differing site condition.

The District has reviewed this request and determined that no changes are warranted. Please note that this project area has been renourished in 2005/06, 2008, 2013, and 2021 utilizing Borrow Area VI-E without experiencing differing site conditions.

16. Please confirm whether this project is funded in whole or in part by the U.S. Government. If it is, please identify the funding/grant type; the date the funding was obligated and the applicable domestic product preference requirements (i.e. Buy America, BABA, or Buy American), and confirm whether the project is 1) subject to the Trade Agreements Act; and 2) whether the legacy test for domestic (50% component test, COTS exception, no consideration of predominantly iron and steel) will apply; and 3) if not, what test will apply.

At this time, Federal funding is not anticipated, but the District reserves the right to seek Federal funding if made available pursuant to any federal program requirements.

17. Please confirm and modify the Contract Documents to state Contractor's duty to defend and indemnify Owner shall only apply to the extent of Contractor's negligent performance of the Contract Work or Contractor's obligations under this Contract.

The District has reviewed this request and determined that no changes are warranted.

18. Please confirm Contractor is responsible only for hazardous materials brought to the Project site and/or generated by the Contractor, and will not be responsible for any pre-existing materials containing substances classified as hazardous, potentially hazardous, infectious, toxic or dangerous under applicable law, which shall be disposed of in strict compliance with all regulations as directed by Owner. With respect to any such pre-existing materials, Owner is the generator.

There are no known hazardous materials located at the Project site. The Contractor is only responsible for hazardous materials brought to the Project site and/or generated by the Contractor.

19. Please confirm that in the event of a suspension of work by District not due to the Contractor's failure to perform according to the Contract Document, District shall be responsible for payment in full for all Work performed up to the date of suspension and any additional cost incurred as a result of the suspension, including demobilization and remobilization, plus reasonable overhead and profit on the same.

The District has reviewed this request and determined that no changes are warranted.

20. Please modify the Contract Documents to provide that Contractor is solely responsible for damage to known utilities and will not be responsible for damage to utilities not shown on the plans and specifications or identified by the local utility locator service. The Contractor should

not be required to bear the costs associated with unknown, unidentified utilities not reasonably discoverable.

The Contractor is responsible to follow State and Federal regulations for the location and protection of all underground facilities. Costs to repair damages to the underground facilities as an impact of the Contractor's operations is the sole responsibility of the Contractor and not the District.

21. Unlike land-based construction, completed dredging activities are subject to natural forces that are entirely outside the control of the Contractor. To clarify the intent of the warranty, please include the following warranty provision: "The warranty provisions herein do not apply to the dredging portion(s) of the work. With respect to dredging, upon Contractor's advising Owner that the dredging has been completed, Owner shall inspect the Work and, if acceptable, shall advise Contractor of Owner's acceptance thereof. Contractor in no way represents, guarantees or warrants that any dredging or excavation will stay open, dredged or excavated for any period of time whatsoever."

The District has reviewed this request and determined that no changes are warranted.

22. Plan Drawing BA-2 of Borrow Area VI-E lists a Primary Dredge Area 1, as well as Secondary Dredge Areas 2 and 3 in the Legend, however these Dredge Areas are not clearly marked on the drawing. Please provide a drawing that clearly indicates the Primary and Secondary dredge areas for Borrow Area VI-E

Please refer to response to Question 2 above.

23. Please advise which construction timing option (Bid Alternate A, B, or C) is preferred by the Owner if project cost was not a constraint.

If project cost were not a constraint, it is the preference of the district to expedite the completion of this project.

24. Please provide the Engineer's estimated magnitude of construction for this project.

The Engineer's estimate of cost is \$25,070.870.

25. Please advise the timeframe for the Owner to announce the Apparent Low Bidder and which Bid Alternate Schedule the Owner will select.

The bids will be read aloud on 4/19/2024 at 5pm. This will be broadcast via zoom - <https://us02web.zoom.us/j/84215072307>

26. The current contract requirement is for bids to be valid for 75 days. This amount of time places too much uncertainty on Contractors equipment schedules and dredge availability as they pursue other/additional work during the Captiva Island contract periods.

The board intends to vote and award the winning bid at the May 23 Commission Meeting at 1PM.

27. Can you please confirm that a standard bond form issued by our surety is acceptable and that there is not a Captiva Erosion Control District form that is required to be used?

The standard format from the Contractor's surety is acceptable.

28. Please confirm if bore logs are available for Borrow Area IIIB, and if grain size distribution curves are available for both Borrow Area IIIB and Borrow Area VI-E.

Please refer to the Borrow Area VI-E grain size distribution curves and Borrow Area III-B vibracore logs included as an attachment to this addendum.

29. Could you please provide the planting specifications and plans for the Sea Oats planting portion of the project.

Dune planting requirements are detailed in FDEP Permit, Specific Condition No. 39 (pg. 205 of 641) and in the USFWS SPBO, Terms and Conditions No. A.17 (pp. 544-545 of 641).

The Contractor will be responsible for providing a dune planting plan for review and approval by the District. Plants used in the project shall originate from the west coast of Florida. All plants used in the project shall have a well-developed root system, meet high standards for health and vitality, have good foliage condition and be free from pest or mechanical damage. Liners containing sea oats and other plants shall have at least two (2) stems per liner, and be at least 8 or 10 inches high above the root ball. Plants shall be at least 90 days old, as measured from the approximate time of germination, with a desired root ball size of 1 3/8" x 1 3/8". Plants used in the project shall have been grown in a manner consistent with the natural habitat of the specific species.

Acceptable dune plant species include sea oats (*Uniola paniculata*), dune panic grass (*Panicum amarum*), railroad vine (*Ipomea pes-caprae*), and dune sunflower (*Helianthus debilis*). Sea oats (*Uniola paniculata*) and dune panic grass (*Panicum amarum*) shall be the predominant species comprising no less than 70% of the plantings and spaced 12 inches apart on center with the latter planted towards the seaward side of the planting area. Railroad vine (*Ipomea pes-caprae*) and dune sunflower (*Helianthus debilis*) may be used as supplemental species comprising no more than 30% of the plantings and shall be placed towards the center and rear of the planting area, also spaced at 12 inches apart on center. Each plant used in the vegetation project shall be fertilized at the time of planting with a controlled slow release granular type fertilizer.

30. Invitation to Bid item 2. Bid Opening states electronic bids will be received via DemandStar and publicly opened and read aloud in the Captiva Erosion Prevention District's (District) offices, 11513 Andy Rosse Lane, 3rd Floor, Unit 4, Captiva, Florida 33924, for the renourishment project at 2:00 p.m. on a date to be announced. Will there be an option for attending the bid opening virtually?

The bids will be read aloud on 4/19/2024 at 5pm. This will be broadcast via zoom - <https://us02web.zoom.us/j/84215072307>

31. If trawling is initiated and multiple hopper dredges are used on the project, will multiple trawlers be required.

Relocation trawling requirements are detailed in DA Permit No. SAJ-1994-03952 and the NMFS GRBO (2003; Revised 2005 and 2007). The permits do not specify whether a trawler is required for each hopper dredge. However, a single trawler would suffice to clear the borrow area assuming that one dredge is actively dredging at a time while the other is not (i.e. staged outside the borrow area transiting, pumping out, etc.). In the event multiple dredges are actively dredging simultaneously, then multiple trawlers may be required depending on the Contractor's borrow area dredging approach.

32. Please confirm liquidated damages will be the District's sole remedy for contractor-delays and will be assessed in lieu of direct and consequential damages.

The District has reviewed this request and determined that no changes are warranted.

33. We respectfully ask for a two-week extension in the bid submission time.

Please refer to response to Question 4 and 5.



Office of the Captiva Erosion Prevention District
11513 Andy Rosse Lane, Unit 4
P.O. Box 365
Captiva, Florida 33924
(239) 472-2472
mycepd@mycepd.com
www.mycepd.com

John Wade, Chairman
Daniel Munt, Executive Director

05/31/2024

Re: RFP-CEPD2024-1-0-2024
Captiva Island Beach Renourishment
Addendum #3

The Captiva Erosion Prevention District, a beach and shore preservation district duly organized under the Laws of Florida Chapter 2000-399 (hereinafter referred to as the "District"), received on April 19, 2024 sealed bids from three bidders authorized to do business in the State of Florida, to construct the CAPTIVA ISLAND BEACH RENOURISHMENT PROJECT (the "Project") pursuant to the Invitation for Bid dated March 1, 2024 to include dredging and placement of beach fill from an offshore borrow source to renourish the beachfront along Captiva Island.

The District submitted to the electorate a referendum providing for the issuance of not to exceed \$25,000,000 Special Assessment Bonds (the "Bonds") of the District for the financing of the Project (the "Referendum"). On May 21, 2024, the Referendum passed, and the District is preparing to issue the Bonds.

The District is requesting that each of the bidders submit in the format contained in the original Invitation for Bid their Best and Final Offer via Demand Star on June 14, 2024, by 1:00pm. The Best and Final Offer is subject to all provisions as set forth in the original Invitation for Bid, **HOWEVER PLEASE ALSO IDENTIFY ANY EFFICIENCIES OR ALTERNATIVES OR OTHER CONDITIONS OR DATES THAT WOULD REDUCE THE OVERALL COST OF THE PROJECT.** Such Best and Final Offer should remain valid until August 1, 2024.

If no Best and Final Offer is received on or prior to time stated above, the original bid will stand. Best and Final Offers will be publicly opened and read aloud in the Captiva Erosion Prevention District's (District) offices, 11513 Andy Rosse Lane, 3rd Floor, Unit 4, Captiva, Florida 33924, for the renourishment project at 2:00 p.m. on a June 14, 2024. The bid opening will be broadcast via zoom at link <https://us02web.zoom.us/j/81263718280>. The Captiva Erosion Prevention District will make a final determination on the bids received during the District's July monthly board meeting.

Respectfully,

Daniel Munt
Executive Director
Captiva Erosion Prevention District

Arin.Ricks

From: Daniel Munt <dmunt@mycepd.com>
Sent: Tuesday, June 11, 2024 2:10 PM
To: Arin.Ricks; Chuck.Broussard
Subject: Re: [External]RE: Captiva Beach Nourishment Bid Addendum

The bid form should suffice. The other documentation should still be the same.

Daniel Munt

Executive Director
239.472.2472 office
239.214.4560 cell
www.mycepd.com

P.O. Box 365
Captiva, Florida 33924

Please note: Florida has a very broad public records law. Most written communications to or from CEPD Employees and officials regarding CEPD business are public records available to the public and media upon request. Your email communication may be subject to public disclosure.

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Arin.Ricks <ARicks@WeeksMarine.Com>
Sent: Tuesday, June 11, 2024 3:06:27 PM
To: Daniel Munt <dmunt@mycepd.com>; Chuck.Broussard <CRBroussard@WeeksMarine.Com>
Subject: RE: [External]RE: Captiva Beach Nourishment Bid Addendum

Hey Daniel,

There has been some confusion as what we are submitting with for the BAFO.

Are we to resubmit the entire bid package with bidder qualification documentation or just the Bid Form/Bond?

Thanks,
Arin Ricks

Arin Ricks
Proposal Coordinator
Weeks Marine, Inc.

304 Gaille Drive
Covington, LA 70433
Main: 985.875.2500 x2532

