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Posted Date: January 18, 2023

Solicitation No.: B230065CMR

Solicitation Name: Corkscrew WTP Lime Residual Removal & Disposal

Subject: Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1. ATTACHMENTS

Attachment A- Sludge Analysis (For informational purposes only)

Attachment B - Lagoon 1 and 2 Plans (For informational purposes only)

Attachment C - Lagoon 1 Survey Drawing (For informational purposes only)

Attachment D - Lagoon 3 Dimensions (For informational purposes only)

Revised Bid/Proposal Form

2. REVISED BID/PROPOSAL FORM

Revisions have been incorporated into the Bid/Proposal Form.

The Bid/Proposal Form has been updated and a new Bid/Proposal Form identified as **REVISED ADDENDUM 1 Bid/Proposal Form** has been uploaded to the solicitation webpage on the Lee County Procurement website.

Bidders MUST use the new Bid/Proposal Form when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.

3. ARTICLE ADDITION

SPECIAL CONDITIONS

5.2. No change orders will be issued if the method of removal and disposal is changed between any of the three approved methods to cover cost increases. **This would not apply if change was due to Force Majeure or Change in Law and Permit requirements.**

4. QUESTIONS/ANSWERS

1.	Are all the lime lagoons solidified/dried or are they liquid and need dredged or a mix of both? From google maps it looks like differing stages of drying. Please advise, thanks.
Answer	The average solids percent is 52-54%
2.	On the disposal plan, you said land application; is landfill an option?

Answer	Landfill is an option. Vendors shall pay for tipping fees and should be included in their bid price.
3.	Currently, is it being managed as a road base material?
Answer	It is not currently being managed as a road base material.
4.	Is that shore stabilization a project that the current contractor is managing or is it available for other companies to use?
Answer	Youngquist Brothers, Inc. is the mine owner and would need to be contacted to answer this question.
5.	Does the current contractor use dewatering any of the sludge? Is it dry enough?
Answer	The current contractor does perform dewatering to remove water from the bottom of the lagoon's. The successful bidder shall determine if it is dry enough for their method of cleaning and disposal.
6.	Do you have a percent solid on average?
Answer	On average it is 52-54% solids.
7.	Timeline- it says once you issue notice to proceed it says 120 calendar days but in the description on the amount to be cleaned will vary to as little as 1 per year or 2 per year. Are we looking for multiple mobilizations per year?
Answer	Under normal conditions we clean one per year. However, there may be a need in the future for multiple cleanings.
8.	So from notice to proceed on 1 pond is 120 calendar days?
Answer	Correct, starting when the Purchase Order is received by the Vendor.
9.	Is the 120 calendar days a default term? Or is that specific to this project?
Answer	The 120 calendar days is specific to this project.
10.	Do you allow dredging?
Answer	Dredging is not allowed on this project.
11.	Do we know the depth of ponds from lining through hard pack?
Answer	On average the ponds are approximately 8.5 feet deep from Berm to bottom.
12.	Do you have a reference elevation so we can compare what's out there? How far down are we going from what is existing?
Answer	Berm elevation is 28.5. Bottom elevation is 20.0. 8.5 feet from top of Berm
13.	When was the last time each lagoon was cleaned?
Answer	Lagoon-1 2020, Lagoon 2-2018, Lagoon 3 - 2022
14.	Currently is it a 3 year contract? You are not extending the renewals?
Answer	Yes it is currently a 3-year contract. We are not renewing the contract.
15.	In the past 3 years is it safe to say each pond has only been cleaned once?
Answer	The last time the lagoons were cleaned. Lagoon-1 2020, Lagoon 2-2018, Lagoon 3 - 2022.
16.	Previously the units were lumpsum and now it's per cubic yard?
Answer	This is being revised to be Lump sum.

17.	For pricing- if it does go to cubic yards, is the yardage determined by weight tickets? And if there is more yardage, how will it affect the timeline?
Answer	This is being revised to be Lump sum.

18.	<p>Page 11 of the specs: 26.6.1. Any Agreement/Contract as a result of this solicitation may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.</p> <p>Synagro would like to request the following addition to language: County and Contractor agree in advance that if the County exercises its discretionary right to terminate for convenience, the County will pay Contractor for expenses incurred because of early termination. These expenses include, but are not limited to, recovery of capital costs, percent of lost profits, demobilization, employee severance payments and costs to terminate subcontractors and equipment leases.</p>
Answer	The County will not add the proposed language.

19.	Page 11. 28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project Are these Payment Terms NET 30?
Answer	The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor’s invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

20.	Page 16 5.2 No change orders will be issued if the method of removal and disposal is changed between any of the three approved methods to cover cost increases. We would request that this would not apply if the reason for change was Force Majeure or Change in Law or Permit requirement.
Answer	Please see article addition per Addendum 1.

21.	<p>Force Majeure / Consequential Damages added to the specs/ contract</p> <p>5.3 Relief for Force Majeure/Uncontrollable Circumstances; Change in Law Neither Party shall be liable to the other Party for breach or for failure or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to: fires; floods; strikes (except any strikes involving a Party’s personnel); a change in Federal, State, or local law or ordinance; orders or judgments of any Federal, State or local court, administrative agency or governmental body; change in permit conditions or requirements; accidents; extreme weather conditions including, for example, hurricanes, tornadoes, unusually high amounts of precipitation, unusual extremes of temperature or wind, or unusually extended periods of adverse weather conditions; acts of war, aggression or terrorism (foreign or domestic); equipment failure (other than due to the inadequate maintenance thereof); and acts of God. It is specifically understood that, without limitation, none of the following acts, events or circumstances shall constitute an act or occurrence beyond a Party’s reasonable control: (i) reasonably anticipated weather conditions normal for the region in which the work is performed or (ii) any failure to pay any sums in accordance with the terms of this Contract. Whenever the provisions of this Section</p>
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	<p>are believed to apply, the Party relying thereon shall give prompt notice to the other Party of the circumstances, the basis for applicability of this Section and the time required to cure such breach or delay. Contractor shall promptly provide notice of the need, if any, for additional compensation or for renegotiation of terms in order to mitigate the effects of such event or to comply with a change in law or regulation or interpretation thereof. Contractor shall be entitled to additional time and compensation if such event delays performance into a season different from that assumed when this Contract was executed. Contractor and City shall use reasonable best efforts to agree on appropriate mitigating actions under the circumstances.</p> <p>5.4 Waiver of Consequential Damages Neither party shall be liable for consequential or punitive damages on any claims arising out of the performance or non-performance of obligations under the Contract</p>
Answer	The County will not add the proposed language to the specifications.

22.	Would the county consider annual CPI increases to the contract if awarded?
Answer	No, the County shall not consider annual CPI increases. All bidders shall incorporate all associated costs for this project within their bid proposal.

23.	Would the county consider fuel surcharges to the contract if awarded?
Answer	No, the County shall not consider annual CPI increases. All bidders shall incorporate all associated costs for this project within their bid proposal.

24.	When was the lagoons last cleaned?
Answer	The last time the lagoons were cleaned. Lagoon-1 2020, Lagoon 2-2018, Lagoon 3 – 2022.

25	What was the cost of the project at that time? Or, is there an engineer’s estimate or budget for this project?
Answer	<p>Click on the following link to see the current contract with current rate. https://www.leegov.com/procurement/Project%20Documents/B200029BAG%20Corkscrew%20Water%20Treatment%20Plant%20Lime%20Residual%20Removal%20and%20Disposal/Fully%20Executed%20Contract%20Youngquist%20B200029BAG.pdf</p> <p>Lee County will not reveal engineering estimates or budget amounts for a project unless required by grant funding or unless it is in the best interest of the County.</p>

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.

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