

MINUTES OF THE BOARD OF SUPERVISORS

[Emergency Board Meeting]

ISLE OF PALMS SPECIAL DISTRICT

May 20, 2020

[As a result of the COVID-19 Pandemic, necessary restrictions related to public gatherings, and the short notice needed to arrange this meeting; this emergency Board meeting was conducted outside in an open air pavilion at the IOP Park on Eunice Road]

Board President Ken Wright opened the meeting; calling it to order at approximately 1837 hours with a Roll Call of all Board members present [Agenda Item 1]. Other Board members/officers present were Secretary Brad Radloff and Member Josh Reichert. Vice President Paul Raudenbush was able to attend via telephone/speaker and Member Dave Touring could not attend. A quorum was established with three Board members present at the meeting venue. Board Attorney Wayne Flowers of Lewis, Longman & Walker (LLW) was not able to attend. Joe Wagner, P.E., the Project Manager with Wood, PLC, as representative for the District's Engineer of Record to administrate upcoming dredging efforts, was not present for the meeting as he had recently left Wood for employment with another engineering firm. Board meetings (as a normal public gathering) are usually held in a Community Meeting Room of the Pablo Creek Regional Library at 13295 Beach Boulevard, Jacksonville, FL 32246.

Agenda-Specific Public Comments [Agenda Item 2]-

As a result of a Florida Statute, *public comments of Agenda items only* (no general items) are to be taken prior to addressing the Meeting Agenda. There were no public comments on any of the Agenda items from homeowners - no homeowners were present at the meeting.

OTHER AGENDA ITEMS

3. ACTION ITEM: Consider revisions to Bid Package previously approved at the May 13, 2020 meeting and, if deemed necessary, the bid schedule. To start the meeting, KWright explained that since the last Board meeting on May 13th, he had had an extensive telephone conversation with Stanley Pipes regarding certain aspects of the Bid Package documents and language therein. As a result of the conversation, it became clear that a number of the revisions would require a discussion between the Board members to approve such revisions and, in an attempt to stay on the bidding process schedule (finalization of the bid documents on June 5, 2020) which was approved at the last Board

meeting, an Emergency Board meeting would be necessary to make the revisions. Prior to the emergency meeting, KWright sent an email to the Board members with the meeting Agenda and a series of 10 specific items (with a brief description for each) that Stanley Pipes had identified as having potential issues with the language associated with the bid package and contractor agreement. KWright began the discussion of applicable items needing to be addressed, as described below:

- 1) Joe Wagner informed the Board several days after the last Board meeting that he was leaving Wood, PLC for another engineering firm that Charlene Stroehlen of Wood, PLC will be taking over Mr. Wagner's Project Management duties. KWright indicated that he briefly spoke to Ms. Stroehlen about her experience and found that she did not appear to have extensive experience related directly to the type of dredging projects that our District requires.
- 2) After looking at the rules of procedures for bidding, KWright determined that it requires a written and sealed bid along with various other stipulations but the main requirement is that the due date for such sealed bids needs to be published at least 30 days prior to the due date and that the District will have to be sure this is done. PRAudenbush thought that notice would be a part of the Engineer's scope of services for the bidding process but that this should be clarified and/or the Board should go-ahead and do it.
- 3) In the bid documents there is a reference to "General Conditions" in Appendix A in Sections 3.1, 3.2, 4.1, 6.3, and 9.1 but he couldn't find any such conditions in the documents. Apparently, said conditions are pertinent to various contract issues. KWright attempted to obtain the conditions from Ms. Stroehlen but she could not help. PRAudenbush indicated that he thought said conditions were fairly common as a part of such contracts and if he could get a copy of the contract (that Joe Wagner still had) for the bid package, he would have a look at it and see what he could determine.
- 4) KWright indicated that there were certain "ministerial" items (e.g., typos, general nature, not necessarily requiring Board approval) that needed to be changed and he just wanted to be sure no one had any additional such items, etc. but still wanted to motion that such ministerial changes be made. This would also include changing Joe Wagner's contact information, as the Contract Manager, since he is no longer at Wood, PLC.

MOTION: To make "ministerial" changes to the bid documents, as described above, by KWright.

The motion was seconded by JReichert and PASSED unanimously by the Board members present.

- 5) Stanley Pipes has an issue with the term “substantial completion” relative in the contract language and that this should not be left open to interpretation but rather specified in the contract. PRaudenbush suggested that this is standard language in the industry and usually refers to actually completion of the project but refer to final paperwork (e.g. final survey or inspection) that needs to be finished before final payment can be made to the contractor.
- 6) PRaudenbush brought up an issue for payment as it relates to the completion of the various 11 “Reaches” as the contractor moves along from one canal to the next based upon when the survey is completed. These issues should be specified in the General Conditions. PRaudenbush suggested inserting a 4.1.3 in the payment procedures section of the contract that stipulates for the 11 Reaches upon completion of the 1st reach, the contractor will do a hydrographic survey for which any deficiencies could be corrected before payment for the first draw with possible exceptions for small issues, as rectified by the IOPSD Engineer of Record.
- 7) KWright indicated that one of the problems that the District may encounter (since Joe Wagner has left) is that Ms. Stroehlen is not local (close in to Jacksonville but rather her office is in Newberry, FL) such that she will likely not be readily available to manage the dredging operations on a day-to-day basis and providing an inspector. PRaudenbush suggested that it would not be out-of-line to request that Wood provide a local representative to conduct inspections and provide weekly reports.
- 8) There is a subcontract clause in the contract that indicates there should be no more than 51% of the total dollar amount of the contract can be accomplished by subcontractors. PRaudenbush suggested that this was a fairly standard clause and that, perhaps, the phrase “..., unless previously authorized through the District.” However, upon closer examination of the contract, it appears this phrase is already written in.
- 9) Who the bids go to and when to open them is an issue. This issue would also involve the possible use of electronic bidding and, according to PRaudenbush, a lot of entities are now requiring e-bids in light of the virus issue. However, there is still the letter of the law that requires sealed bids, meaning a hard copy that can actually be sealed. For obvious reasons, the e-bidding could result in issues. Additional discussion ensued regarding contract issues and whether a contract should be included in the bid package.

MOTION: To have a “hard-copy” of all sealed bids be mailed to Wayne Flower, as a third party, at Lewis Longman and Walker’s office in Jacksonville, FL, by KWright.

The motion was seconded by BRadloff and PASSED unanimously by the Board members present.

- 10) As for “Payment Milestones” as partially discussed in Item 6) above but did not come to a conclusion, payment milestones should be based upon the results of bathymetric surveys conducted ARC Surveying after the completion of each Reach.

MOTION: To approve payments to be made based upon ARC Surveying results, as described above, by KWright.

The motion was seconded by PRAudenbush and PASSED unanimously by the Board members present.

- 11) Another issue is the three scenario bid request based upon three different volumes of sediment that could possibly be dredged and whether there should be three or just one to reduce confusion, certain contactors trying to “cherry-pick” the bidding, and possibly having contractors to terminate operations in the middle of the project. PRAudenbush thinks there should be three different volumes but should be based upon a more current survey. KWright thinks one scenario is better in an effort to get bidders more local to the area. Discussion ensued between Paul and Ken with both arguments. Then, most agreed that a more current survey would help to determine and possibly even order the survey through the District, rather than Wood.

MOTION: To contract directly with ARC Surveying to get an up-to-date survey based upon what was previously done, by KWright.

The motion was seconded by PRAudenbush and PASSED unanimously by the Board members present.

- 12) For “Dredging Buffers,” the language should be changed from a distance ranging from “5-10 feet” away from applicable structures along the canal to just specify “5 feet” away from such structures.

- 13) For “Residential Dredging” (additional) in front of individual home sites where the homeowner will pay for additional dredging directly to the Contractor, some sort of incremental volume (e.g., 50 yard increments filling a particular sized holding container) will need to be used in order to be able to account for the total volume going into the HWSD spoil site. For the contract with District, the Contractor would need to specify what size increment they would be using for all the homeowners.

- 14) Mobilization costs need to be included at 10% of the contract amount and that the demobilization cost is significant enough to keep the contractor from leaving without removing everything from the work areas. Write into mobilization charges are allowable but that should not exceed 10% of the total contract amount. More discussion may be needed on this, possibly with Wayne Flowers, at another time.

PRaudenbush says that this issue could always just turn into contract amendment.

- 15) As “Tipping Fees,” this is just an issue where it needs to be specified that there are no tipping fees since contractors will be required to use the District’s already made available spoil site.
- 16) The “substantial completion” issue was already discussed above.
- 17) For the “Dredge Method,” Stanley Pipes says our Permit allows both mechanical and hydraulic dredging methods but we are specifying mechanical only and he thinks we should let the contractors decide how they want to do it. After discussing various issues and scenarios, all decided that it should stay as it reads with mechanical.

MOTION: To leave the language, as is, requiring “mechanical” means of dredging, by KWright.

The motion was seconded by PRaudenbush and PASSED unanimously by the Board members present.

- 18) KWright brought up the “25% Variance” (Technical Specifications Document 1.01C) language and how it might conflict with the three volume scenario for price bidding. PRaudenbush suggested it should make a difference since bidders have to bid on all three volumes and that something might need to be specified in the “General Conditions”. KWright thinks this issue and the “General Conditions” issue needs to be over in more detail and suggested that Paul and he get together with Wayne Flowers to get it better straightened out with a possible meeting on Thurs, during the week following this meeting, or possibly Weds or possibly Fri. (Ken needs to check with Wayne). A notification for the meeting will need to be published.
- 19) A notification of this emergency meeting needs to be published and as a result of the whatever comes out of the meeting between Wayne, Paul, and Ken; there may be a change to the overall bid process schedule and resetting of the schedule will be delegated to Paul and Ken, if found necessary, during their meeting. Paul suggested invited Charlene Stroehlen to the meeting, if she can make it.

General Public Comment -

There were no other comments from the public at the end of the meeting (comments/questions, if any, taken during the meeting).

Adjournment -

KWright adjourned the meeting at 1937 hrs.

Future Meeting Dates -

Meetings are to be held on Wednesdays at 6:30 PM at the “Pablo Creek Regional Library,” 13295 Beach Blvd. Jacksonville 32246; for the dates listed below:

June 10, 2020 July 8, 2020 August 12, 2020 September 9, 2020 October 14, 2020

November 11, 2020 December 9, 2020