

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

**Addendum No. 2 to the
Harbor Bay Community Development District
Project Manual for Master Project**

TO: All Bidders

CC: Matthew Huber, District Manager
Jere Earlywine, District Counsel
Jamie Scarola, District Engineer

FROM: John Magnavita, P.E., Project Engineer

DATE: March 30, 2016

This Second Addendum to the Harbor Bay Community Development District (“**District**”) Project Manual for the Master Project provides the following clarification, addition, deletion and/or modification to the Project Manual for the above referenced project. Please acknowledge receipt of this Addendum by e-mail to mhuber@rizzetta.com and jmagnavita@Langan.com.

ITEM #1: *Can you detail the desired construction schedule/dates, including the earliest start, latest start, and latest final completion date?* Pursuant to the Project Manual, “TIME IS OF THE ESSENCE WITH RESPECT TO THE PROJECT. Each Proposer should provide detailed construction schedules for both the New Wall Alternative and the Rip Rap Alternative, and detail how the Proposer intends to use its equipment and personnel to meet that schedule.” Accordingly, and while the District’s intent is to have work begin immediately, it is up to each proposer to provide a detailed construction schedule. If your firm is unable to start immediately, the District still encourages you to submit a proposal because the District has reserved the right to move forward with the work in any manner that may be in the District’s best interest, including but not limited to by electing to work with multiple contractors on a phased basis.

ITEM #2: *Will the District be direct purchasing materials or will the successful contractor procure the materials?* The District has not yet determined what materials may be directly purchased, and, accordingly, each proposer should include all necessary materials in his or her proposal. As previously noted in Addendum No. 1, “[t]here is no separate bid process for direct purchased materials. Instead, each contractor must bid all materials and services at one time, selecting its own material suppliers. Pursuant to the contract documents, the District may at its option elect to directly purchase certain materials selected by the contractor using the unit prices provided by the contractor, less any taxes on those materials.”

ITEM #3: Please note that Terrabrook Apollo Beach, LLC is hereby added to the list of “Indemnitees” under paragraph 24 of the Project Manual, as well as to the applicable provisions of the contract documents.

ITEM #4: The District is hereby removing the following areas (approximately 360 linear feet) from the Master Project: 427 Islebay Drive, 435 Islebay Drive, 445 Islebay Drive, 513 Islebay Drive, and 525 Islebay Drive. All other areas of the Master Project should still be addressed in the proposals.

ITEM #5: Pursuant to Section 10 of the Instructions contained within the Project Manual, “[p]roposers who are unable to meet the insurance requirements set forth in the form of contract may

still apply, but the failure to meet such requirements may result in the District's rejection of the Proposal or deductions in scoring." Similarly, proposers who are unable to meet the bonding limits of the full Master Project should still submit a proposal because, while the District will require bonding for the full amount of any work done, the District has reserved the right, as set forth in Section 21 of the Instructions, to have the work "delivered in multiple phases rather than all at once" or otherwise contract for "portions" of the work.

ITEM #6: Certain provisions of the Project Manual reference "planting of mangroves." Ultimately, it was determined that mangrove planting is not part of the Master Project. Please refer to the technical specifications for a detailed description of the required scope of services for the Master Project.

ANY PROPOSER WISHING TO PROTEST ANY OR ALL OF THE MATTERS CONTAINED OR ADDRESSED IN THIS ADDENDUM SHALL FILE A NOTICE OF PROTEST WITH THE DISTRICT MANAGER, RIZZETTA & COMPANY, INC., 3434 COLWELL AVENUE, SUITE 200, TAMPA, FLORIDA 33614, IN WRITING WITHIN SEVENTY-TWO HOURS (INCLUSIVE NIGHTS AND WEEKENDS) AFTER RECEIPT OF THIS ADDENDUM. A FORMAL WRITTEN PROTEST ADEQUATELY DETAILING WITH PARTICULARITY THE FACTS AND LAW UPON WHICH THE PROTEST IS BASED SHALL BE FILED WITHIN SEVEN (7) CALENDAR DAYS AFTER THE NOTICE OF PROTEST IS FILED. FAILURE TO TIMELY FILE A WRITTEN NOTICE OF PROTEST OR FAILURE TO TIMELY FILE A FORMAL WRITTEN PROTEST SHALL CONSTITUTE A WAIVER OF ANY RIGHT TO OBJECT OR PROTEST WITH RESPECT TO THIS ADDENDUM.