

ADDENDUM NO. 1 TO PLANS AND CONTRACT DOCUMENTS

FOR

**SURPLUS MARSH CREATION NEAR FRESHWATER BAYOU
State Project No. ME-25SF**

VERMILION PARISH, LOUISIANA



**STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION AUTHORITY**

March 27, 2014

ADDENDUM NO. 1
Surplus Marsh Creation Near Freshwater Bayou (ME-25SF)

This addendum shall be considered part of the Plans, Specifications, and Contract Documents (except as noted otherwise) and is issued to change, amplify, or delete from or otherwise explain these documents where provisions of this addendum differ from those of the original documents. This addendum shall have precedence over the original documents and shall govern.

I. Responses to Questions Submitted by Contractors:

Contractor Question/Comment (1): Can the Owner provide a date as to when the Contractor might expect to receive the Notice of Award and Notice to Proceed?

CPRA Response (1): The typical time frame for issuing the Notice of Award is 15 days after the bid date. The typical timeframe for executing the contracts is approximately 60 days from the bid date. The Notice to Proceed will be issued shortly after the Contracts have been executed and recorded.

Contractor Question/Comment (2): Survey was completed in 2008, can the Owner provide a more recent hydrographic survey of the borrow canal?

CPRA Response (2): The survey data used to prepare the construction plans was completed in December 2008. This data has been uploaded to the LA DNR FTP website under the “Freshwater Bayou Surplus Marsh” folder. The link to the FTP site is ftp://ftp.dnr.state.la.us/Freshwater%20Bayou_Surplus%20Marsh/Survey%20Data/. The data included in the plans and provided on the project’s FTP site mentioned above is the latest information available.

Contractor Question/Comment (3): Would the Owner be willing to insert the following clause into the specifications regarding a Difference in site Conditions?

Differing Site Conditions

- A. The Contractor shall notify the Owner promptly orally and in writing in accordance with Notice of Events or Conditions, upon the manifestation of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents or reference documents, (b) unknown physical conditions of an unusual nature at the site differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract.
- B. If the Owner determines that the alleged conditions do exist and cause a material change either in the Contractor's costs or time required to perform the Contract, the Owner will make an equitable adjustment in the Contract Price to account for the performance of the work involved, and the additional Contract Time, if any, required to perform such work. If the Owner and the Contractor agree on such adjustment, the same shall be set forth in a Change Order to be executed by the parties.
- C. If the Owner determines that the Contractor’s request does not warrant a change order the Contractor shall diligently pursue the Work in accordance with the Owner's direction while retaining the right to Claim against the Owner's decision in accordance with the Subparagraph pertaining to Claims and Disputes Resolution

CPRA Response (3): The above clause concerning Differing Site Conditions will not be added to the bid documents.

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Contractor Question/Comment (4): Does the Buy America(n) Act apply to this project?

CPRA Response (4): The Buy American Act does not apply to this project.

Contractor Question/Comment (5): Will the owner grant an extension of time for Force Majeure events?

CPRA Response (5): Reference GP-44 “Extension of Contract Time” for policies and procedures concerning extensions of the contract time.

Contractor Question/Comment (6): Section GP-57 “Contractor’s Guarantee” states the contractor is obligated to provide a written guarantee that the work shall survive for a minimum period of 1 year after final acceptance.

- a. Does this apply to the elevation of the marsh fill material?
- b. Can the owner please specify which items fall under this guarantee?
- c. Will the Contractor be exempt from Force Majeure events in regards to the guarantee?
- d. Can the owner remove this clause from the spec?

CPRA Response (6): The following clarifications are made to the bid documents and plans.

- a. Acceptance of the marsh fill will be as described in Section 330.9 of the specifications. It is anticipated that the marsh fill material will continue to consolidate throughout the 1-year warranty period, therefore the Contractor will not be required to maintain the marsh fill at the target elevation shown on the plans.
- b. The contractor will be required to guarantee the work performed under this contract. This includes grade stakes and flagging, marsh fill material, containment dikes, and marsh settlement plates. If at no fault of the Contractor or his workmanship, the work performed under this contract is damaged or hindered, the Contractor will be relieved of the requirements specified under GP-57 “Contractor’s Guarantee”.
- c. In regards to the guarantee, the Contractor will be exempt from the requirements set forth in GP-57 if it is determined that a failure or damage is caused by a Force Majeure event and not due to the materials or workmanship provided by the Contractor.
- d. GP-57 “Contractor’s Guarantee” will not be removed from the bid documents.

Contractor Question/Comment (7): Would the Owner be willing to insert the following clause into the specifications in regards to Liquidated Damages?

Waiver of Consequential Damages

Notwithstanding anything herein to the contrary, Contractor shall not be responsible or liable for any indirect, consequential or special damages of any type or nature whatsoever and howsoever arising, including, without limitation, loss of profits, loss of income, loss of business opportunity, business interruption, loss of use and/or loss of ability to use undamaged component or system parts, whether resulting from negligence, breach of contract or otherwise, and regardless of whether such damages may have been foreseeable.

CPRA Response (7): The above clause concerning liquidated damages will not be added to the bid documents.

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Contractor Comment/Question (8): Would the Owner be willing to insert the following clause into the specifications in regards to Responsibility for Pollution?

Disposal of Waste Materials

- A. Waste material is defined as all material from demolition, excavation, dredging, or other source that is unsuitable to, or in excess of the needs of the work, or material that is designated for removal and disposal off of Owner property. All waste materials shall become the property of the Contractor, with the exception of materials containing substances classified as hazardous, potentially hazardous, infectious, toxic or dangerous under applicable Local, State and/or Federal regulations which shall be handled and disposed of as directed by applicable regulations and/or the Contract Documents.
- B. Hazardous, potentially hazardous, infectious, toxic or dangerous materials shall be disposed of in strict compliance with all regulations and the Contract Documents and as directed by the Owner.
- C. The Contractor is solely responsible for the lawful managing and disposal of waste material and shall indemnify, defend and hold the Owner harmless from all liability, damages, Claims, lawsuits, penalties and expenses, whether direct, indirect or consequential (including but not limited to attorney's and consultant's fees and other expenses of litigation or arbitration) arising from or in any way connected with, the demolition, excavation, removal or disposal of materials, except as specified for hazardous materials.
- D. The value of waste materials, if any, shall be reflected in the total Contract Price.
- E. Should the Contractor, during the course of the Work, encounter site materials that it believes may be hazardous, potentially hazardous, infectious, toxic or dangerous, it shall immediately notify the Owner.
- F. The Owner will retain title to all hazardous waste presently on site encountered during demolition, removal, and excavation. This does not include hazardous materials generated by the Contractor, such as used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste according to the Contract Documents, following local, State, and Federal regulations. The Owner will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-contractor generated hazardous wastes. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of Owner or generator of hazardous waste substances for non-contractor generated hazardous wastes.
- G. Contractor shall follow EPA and all other regulations regarding reporting the disposal of all materials.

CPRA Response (8): The above clause concerning disposal of waste materials will not be added to the bid documents.

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Contractor Question/Comment (9): Specification Section GP-53, paragraph 5, references “Builder’s Risk insurance, if applicable”, does this contract require an Owner’s Builder’s Risk Policy?

CPRA Response (9): Reference SP-15:Insurance and Bonds. Builder’s Risk insurance is not required.

Contractor Question/Comment (10): If options are awarded how will payment be differentiated for the optional quantity vs. the base quantity? (i.e. Different unit prices for dredged material)

CPRA Response (10): In the case that the Base Bid and one or both alternates are awarded and the successful bid includes different unit prices in the Base Bid and the alternates, the Contractor will be paid at the unit price included in the Base Bid or Alternate up to the respective quantity included in that option. Should the quantity be exceeded, the Contractor will be paid at the unit price included in the last Alternate awarded. For example, if the Base Bid and Alternate No. 1 are awarded and the contract quantity for the Base Bid and Alternate No. 1 are exceeded within the limitations set forth in the bid documents, the Contractor will be paid at the unit price included in Alternate No. 1 for the constructed quantity over what is included in the Base Bid. Should Alternate Nos. 1 and 2 be awarded, the Contractor will be paid at the unit price included in the Base Bid up to the Base Bid quantity, then at the contract unit price included in Alternate No. 1 up to the quantity included in Alternate No. 1, then at the contract unit price included in Alternate No. 2 for the remainder of the quantity constructed.

Contractor Question/Comment (11): In Sec 330.7 Dewatering it states that Spill boxes and weirs shall be used for controlled dewatering of the fill containment cells.

- a. Can the dewatering of the marsh fill area during dredging operations be left up to the sole discretion of the contractor?
- b. If a spill box is required, please specify the type and a plan construction view.

CPRA Response (11a&b): The Contractor shall submit with the work plan the layout and schedule for discharge and dewatering of the marsh creation area. The Contractor will be responsible for determining the means necessary for controlled dewatering of the marsh creation area based on the discharge rate of the dredge, which should include the use of weirs or spill boxes. Any other method for dewatering shall be presented for approval with the work plan submittal. The discharge rate from any dewatering point in the marsh creation area shall not exceed 2 ft/s.

Contractor Question/Comment (12): Will the contractor be allowed to use a box cut technique for dredging slopes?

CPRA Response (12): The Contractor will be allowed to use the box cut technique for dredging in the channel. The lines, grades and depth of -19.0’ NAVD 88 shown on the plans are the maximum limits for which the Contractor will be paid.

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Contractor Question/Comment (13): In Sec 210.3.1 Fill Area surveys, it states that the Engineer may require a waiting period for performing fill area surveys after the lift has been placed within a fill containment cell.

- a. Can the Owner specify a time frame that the Contractor may have to wait for final acceptance within the given $\pm 0.5'$ tolerance?

CPRA Response (13): The Contractor shall achieve the target elevation within the $\pm 0.5'$ tolerance shown on the plans following dewatering and self weight consolidation of the fill area. The Engineer shall designate when the final process survey of the fill area shall be completed based on the field conditions, approximately 30 days after completion of the dredging operations, but no less than 14 days.

Contractor Question/Comment (14): How will the Owner handle excess material in the marsh creation area above the $\pm 0.5'$ tolerance?

CPRA Response (14): The Contractor shall regulate the marsh fill material to remain within the tolerances shown on the plans. Excess material above the tolerance shown on the plans may be considered non-conforming to the contract documents and may be subject to the conditions of GP-47 "Non-conforming and unauthorized Work".

Contractor Question/Comment (15): Pages 9-12 of the plans show existing pipelines in the channel.

- a. Can the Owner provide elevations for the pipelines in the project area?

CPRA Response (15): Elevations for the pipelines shown on the plans are not available. The Contractor shall probe and mark all pipelines as part of the pre-construction surveys.

Contractor Question/Comment (16): Will the Owner require a minimum width of channel open to allow for navigational purposes?

CPRA Response (16): The owner will not require a minimum width of channel open to allow for navigational purposes. However, the Contractor will be required to maintain public access within Freshwater Bayou Canal and all other navigable waterways.

Contractor Question/Comment (17): To help determine the amount of vessel traffic that may be encountered, can the Owner provide the number of locking's at the Freshwater City Lock for each of the last three years?

CPRA Response (17): This Freshwater Bayou Lock may be contacted using the following points of contact:

Email: freshwater@usace.army.mil

Phone: (337)737-2470

Contractor Question/Comment (18): What is the basis for award? Base bid plus all alternatives or base bid plus any potential alternatives that may be awarded?

CPRA Response (18): The basis for award will be the base bid and any alternates accepted in accordance with Article 6 of the "Instruction to Bidders".

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Contractor Question/Comment (19): Would the Owner be willing to extend the bid date 2 weeks to 4/16/2014?

CPRA Response (19): The bid date will not be extended at this time.

Contractor Question/Comment (20): Are we required to fully excavate the borrow area template before advancing in the borrow area?

CPRA Response (20): The Contractor will not be required to clear the template shown on the plans. The lines, grades and depth of -19.0' NAVD 88 shown on the plans are the maximum limits for which the Contractor will be paid.

Contractor Question/Comment (21): Is there an order of excavation for the borrow area?

CPRA Response (21): The location of the dredging operations is to be at the Contractor's discretion within the limits defined.

Contractor Question/Comment (22): Is dredging northbound mandatory as stated at the pre-bid meeting?

CPRA Response (22): The location and direction of the dredging operations is to be at the Contractor's discretion within the limits defined.

Contractor Question/Comment (23): If you award any of the alternative bid items, will they be awarded the same time as the base?

CPRA Response (23): The base bid and any alternates accepted will be awarded at the same time.

II. Revisions to Louisiana Uniform Public Work Bid Form

None

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III. Revisions to Specifications:

▣ Instructions to Bidders, Page ix: Section 2.1 Is revised and replaced in its entirety with:
“2.1 A Pre-Bid Conference shall be held at the time and location described in the Advertisement for Bids. The purpose of the Pre-Bid Conference is to familiarize Bidders with the requirements of the Project and the intent of the Bid Documents, and to receive comments and information from interested Bidders. If the Pre-Bid Conference is stated in the Advertisement for Bids to be a Mandatory Pre-Bid Conference, bids shall be accepted only from those bidders who attend the Pre-Bid Conference. Contractors who are not in attendance for the entire Pre-Bid Conference will be considered to have not attended.”

▣ Refer to TS-401: Containment Dikes.

A. Renumber Section 401.8 “Measurement and Payment” to Section 401.9 and revise as follows:

401.9 Measurement and Payment

Payment for this item will be made at the contract price per linear foot for Bid Item No. 401, “Containment Dikes”. Price and payment shall constitute full compensation for furnishing all labor, materials and equipment for **construction, maintenance and gapping** of all required containment and performing all work specified herein.

B. Add the following Section.

401.8 Gapping

Following fill area acceptance and before the final process survey, the Contractor shall degrade/gap the dikes 125 feet long for every 500 feet of length or as directed by the Engineer. To allow for proper hydrologic exchange between the created marsh and the surrounding marsh, the dikes shall be degraded to the average settled marsh fill elevation.

IV. Revisions to Plans (revised sheets attached):

None

V. Additional Clarifications:

The pre-bid conference for this project which was held at 8:30 am on March 20, 2014 was a non-mandatory pre-bid conference.

VI. Other:

Non-Mandatory Pre-bid Conference Attendance Record:

The non-mandatory pre-bid conference attendance record is attached.

Attachments: Non-Mandatory Pre-Bid Conference Attendance Record

END OF ADDENDUM NO. 1

3/20/2014

ME-25 SF Marsh Creation Near Freshwater Bayou
 Pre-bid Conference
 CPRA Regional Office - Lafayette, LA

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