

**ADDENDUM 04 TO BID DOCUMENTS
FOR
LIVING SHORELINE DEMONSTRATION PROJECT
(PO-148)**

ST. BERNARD PARISH, LOUISIANA



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

NOVEMBER 6, 2015



**ADDENDUM 04 TO BID DOCUMENTS
LIVING SHORELINE DEMONSTRATION PROJECT
(PO-148)**

The clarifications and revisions in this addendum supersede the requirements in the Bid Documents dated September 2015. The Successful bidder will be issued a complete revised set of plans and specifications.

1. RESPONSE TO CONTRACTOR QUESTIONS

- 1.1. QUESTION: Since the performance of Supplemental Pre-Construction Surveys is uncertain, would the owner consider adding a bid item to account for this occurrence if the surveys are deemed necessary during the performance of the contract?

ANSWER: Additional Bid Items will not be added to the Bid Form. See Addendum 4 Item 2.2.

- 1.2. QUESTION: Appendix F, DNR Permit, 11(d)(B) requires the contractor to provide compensation for impacts to public oyster seed grounds. According to the LDNR website (SONRIS Interactive Maps), there is no way to access the jobsite without traversing the grounds for 10 or more miles in any direction. It is unclear what constitutes an impact to the grounds. It is unclear what areas would be considered barren, non-supportive, or reef areas. It is unclear what dollar amount would be considered adequate compensation under the direct payment option. Please provide clarification to the above listed uncertainties.

ANSWER: Definition of what constitutes an impact to the grounds, categorization of seed ground areas, and dollar amount compensation would be determined in consultation with the Louisiana Department of Wildlife and Fisheries, under the Local Coastal Resources Management Act as outlined in the 2005 LDWF and LDNR Memorandum of Understanding, as amended in 2010. For more information, please see the following link or contact Christy McDonough of LDWF at cmcdonough@wlf.la.gov. (<http://dnr.louisiana.gov/index.cfm?md=pagebuilder&tmp=home&pid=96>)

- 1.3. QUESTION: Will the Owner designate the Contractor as its agent for this project so that the Contractor's purchase of permanent materials will be tax exempt under Louisiana LDR Form R-1020?

ANSWER: Taxes will be treated as stated under GP-34.

- 1.4. QUESTION: Does the installation in the field have to start on one end or the other and continue on for the complete length of the project or can the contractor work on several sections at the same time.

ANSWER: See SP-2.3 regarding Construction Sequence. The Bid Documents do not limit order, sequence, or location of artificial reef unit installation. The Contractor may

work on several sections at the same time, should they choose to do so.

- 1.5. QUESTION: If the natural bottom does not conform to the grade needed for the placement of the artificial reef material, does the contractor resolve the issue by excavating or filling as needed.

ANSWER: Excavation or filling of the bottom at the artificial reef template are not anticipated. If the natural bottom does not conform to the placement elevation, the template will be adjusted in accordance with the Bid Documents, including but not limited to, TS-5.12 and TS-5.13.

- 1.6. QUESTION: Who will determine conformance or non-conformance for each aspect and at what point in time.[ie. GP-57 paragraph (c) as it relates to payments (partial and final)].

ANSWER: The Contractor shall be responsible to the Owner for the performance of the work and the use and coordination of trades and subcontractors in accordance with all terms and conditions contained in the Bid Documents, including but not limited to, GP-16, GP-17, GP-29, and GP-53.

- 1.7. TS-7 paragraph 7.8 Turbidity Control. This section mentions if excess turbidity occurs as defined in the WQC then turbidity control measures will be required, curtains, etc. The WQC states that the discharge of fill material will not violate water quality standards. What is excess turbidity and does the contract require turbidity control measures?

ANSWER: Turbidity requirements and excess turbidity are as defined by the the Water Quality Certification WQC 150211-01 included in Appendix F of the Bid Documents. The WQC makes reference to LAC 33:IX Chapter 11 to define turbidity standards. The contractor should perform their work in accordance with TS-7.8 and the WQC.

- 1.8. TS-7 paragraph 7.9.2 states that the contractor shall obtain a permit from the USCG and/or the USACE for navigation markers. Is it the contractors responsibility to acquire this permit post award pre-start? This process in the past has taken upwards of 45 to 60 days.

ANSWER: See Addendum 2 Item 3.8. The Contractor shall have receipt of the signed permit prior to conducting work regulated by such permit.

- 1.9. TS-6 Environmental Protection, paragraph 6.5 Permits. This section indicates other licenses, easements, or approvals including those from St. Bernard Parish shall be secured and paid for by the contractor. Do any of these exist?

ANSWER: The Contractor shall be responsible to obtain all additional permits required to complete the Work in accordance with all terms and conditions contained in the Bid Documents, including but not limited to, GP-26 and TS-6.

1.10. Will the engineer consider paying for stored materials due to the lag of time the contractor will need to purchase from manufacturer to installation.

ANSWER: See Addendum 2 Item 3.7.

1.11. Are there any restrictions to the contractor pertaining to duck hunting season?

ANSWER: CPRA does not anticipate any restrictions pertaining to duck hunting season.

1.12. Is a marine biologist required to be on the contractors payroll for the term of the contract?

ANSWER: See Addendum 2 Question 2.11. For marine species, no hired biologist is required, however education for identifying and working within the guidelines for manatees/sea turtles/smalltooth sawfish is required of all contractor's personnel as per TS-6 and the USACE Permit No. MVN-2013-1344-EOO, included in Appendix F. The Contractor shall be responsible to the Owner for the performance of the Work and the use and coordination of trades and subcontractors in accordance with all terms and conditions contained in the Bid Documents, including but not limited to, GP-19, GP-20, and GP-31.

1.13. What recourse does the contractor have if the sole source manufacturers are unable to produce their products within the contractor schedule? Performance and Payment bonds still do not protect the contractor from liquidated damages?

ANSWER: The Contractor shall be responsible to the Owner for the performance of the Work and the use and coordination of trades and subcontractors in accordance with all terms and conditions contained in the Bid Documents, including but not limited to, GP-19, GP-20, and GP-31.

1.14. Will builders risk insurance be waived for this contract?

ANSWER: The Contractor shall be responsible to the Owner for the performance of the Work and the use and coordination of trades and subcontractors in accordance with all terms and conditions contained in the Bid Documents, including but not limited to, SP-19.

2. REVISIONS TO THE GENERAL PROVISIONS, SPECIAL PROVISIONS, AND TECHNICAL SPECIFICATIONS

Provision/Specification language modifications are **bolded** and inclusion and/or revision are shown in *italics*; deletions are shown in ~~strikethrough~~.

2.1. Add SP-29, as follows:

SP-29 The General Provision GP-26 PERMITS has been revised to state:

Federal and State permits that are required to perform the Work, such as the Department of the Army Permit, Coastal Use Permit, LDEQ Water Quality Permit have been secured by the Owner. Permit conditions affecting the construction processes have been included in these Specifications. Copies of these permits are provided in Appendix F. These permits will not relieve the responsibility of the Contractor from obtaining any additional permits which may be needed to complete the Work. Copies of any special permits that are obtained by the Contractor must be submitted to the Owner. The Contractor shall conform to the requirements therein and display copies of the permits in a public setting at the Project Site at all times.

2.2. TS-5 CONSTRUCTION SURVEYING, 5.13 Supplemental Pre-Construction Surveys, paragraph 5.13.2 has been revised as follows:

5.13.2 The Engineer may request up to 3 Supplemental Pre-Construction Survey events during the course of construction. ***The total transects surveyed for the Supplemental Pre-Construction Surveys will not exceed one half of the number of transects required for the Pre-Construction Surveys as required in TS-5.12.***

2.3. TS-8 GEOTEXTILE AND GEOGRID, paragraph 8.7.7 has been removed:

~~8.7.7 Geotextile and Geogrid shall be placed with the machine direction perpendicular to the reef breakwater centerline for the reef breakwater structure. Geotextile and Geogrid shall not be rolled out with the machine direction oriented along the length of the reef breakwater parallel to the baseline.~~