

**ADDENDUM 02 TO THE
CONTRACT DOCUMENTS**

FOR

**TERREBONE BASIN BARRIER ISLAND AND
BEACH NOURISHMENT / WEST BELLE
HEADLAND RESTORATION
(TE-143 / TE-118)**

**TERREBONNE AND LAFOURCHE PARISHES,
LOUISIANA**



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

JULY 23, 2019

ADDENDUM 02 TO BID DOCUMENTS
TERREBONNE BASIN NARRIER ISLAND AND BEACH NOURISHMENT /
WEST BELLE HEADLAND RESTORATION
(TE-143 / TE-118)

The clarifications and revisions in this addendum supersede the requirements in the Bid Documents dated June 2019. The Successful bidder will be issued a complete revised set of plans and specifications.

1. QUESTIONS SUBMITTED IN WRITING

- 1.1 Question: Please confirm the liquidated damages provisions in the Contract Documents do not constitute a penalty and that the amount (\$5,480 per calendar day) is a reasonable forecast of the actual damages and just compensation for the anticipated harm caused by a Contractor's breach/late performance.

Response: Confirmed. Liquidated damages are stipulated in the Contract Documents; no adjustment or modification to the amount will be made if the provision is invoked.

- 1.2 Question: To reduce unnecessary contingencies in Contractor bids, please include a waiver of consequential damages: "Contractor shall not be subject to indirect, consequential or special damages of any type or nature whatsoever other than the contractually provided liquidated damages that are specifically acknowledged and included in Section SP-14 of the Special Provisions".

Response: No changes to Contract Documents for a waiver of consequential damages will be made.

- 1.3 Question: If the Contractor is required to demobilize for causes beyond the control or without the fault of Contractor, please confirm Contractor will be entitled to its remobilization and demobilization costs.

Response: Refer to GP-42 and TS-5.2.

- 1.4 Question: Please confirm Contractor will be entitled to an extension of Contract Time for delays arising from events or occurrences which are beyond its control, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, acts of war, and other like matters. The provisions of this GP-43 exclude recovery for such damages, and GP-44 states a legitimate increase of the Contract time may be requested by the Contractor; however, GP-44 but does not expressly provide for an equitable adjustment in the Contract Time for force majeure events.

Answer: Refer to GP-44 which provides for the Contractor to request a legitimate increase in the Contract Time.

- 1.5 Question: Please confirm whether this project is federally assisted; that is whether it is funded in whole or in part by the federal government. If so, please identify any domestic product preference requirements (i.e. Buy America).

Response: No specific domestic product preference requirements will be required for this Contract.

- 1.6 Question: Technical Specification 1.2 entitled “Existing Features” states existing features, where indicated on the Plans, are shown only to the extent such information was made available to or discovered by the Engineer during preparation of the Plans, and that there is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness is expressly disclaimed. Please confirm if Contractor encounters a site condition/existing feature that differs materially from the subsurface conditions indicated in the Contract Documents, Contractor will be entitled to an equitable adjustment pursuant to SP-25 entitled “Differing Site Conditions”.

Response: Refer to GP-42, SP-25, and TS-1.2.

- 1.7 Question: Please confirm Contractor is responsible only for hazardous materials brought to the Project site and/or generated by the Contractor, and will not be responsible for any pre-existing materials containing substances classified as hazardous, potentially hazardous, infectious, toxic or dangerous under applicable law, which shall be disposed of in strict compliance with all regulations as directed by Owner. With respect to any such pre-existing materials, Owner is the generator.

Response: The Contractor shall only be responsible for hazardous material brought to the Work Area and/or generated as part of their Work. If hazardous materials are detected to exist the Owner and Engineer shall be notified in accordance with SP-25.

- 1.8 Question: Please confirm Contractor is solely responsible for damage to known utilities and will not be responsible for damage to utilities not shown on the plans and specifications, not identified by Louisiana One Call utility locator service, and not otherwise reasonably identifiable by Contractor.

Response: Refer to GP-25 and TS-6.4.

- 1.9 Question: Please confirm Contractor will be entitled to an equitable adjustment in the Contract Time and Contract Price if it discovers utilities or underground facilities not shown on the plans and specifications or identified by Louisiana One Call utility locator service. The cost and time associated with relocating such unknown utility or resequencing the Work should not be the Contractor’s responsibility.

Response: Refer to GP-42, GP-43, GP-44, and SP-25.

- 1.10 Question: Please include the following warranty provision: “Upon Contractor’s advising Owner that the dredging has been completed, Owner shall inspect the Work and, if acceptable, shall advise Contractor of Owner’s acceptance thereof. Contractor in no way

represents, guarantees or warrants that any dredging or excavation will stay open, dredged or excavated for any period of time whatsoever”.

Answer: No Change to the Contract Documents will be made.

- 1.11 Question: Can 4" Schedule 80 steel pipe be used in place of the timber pilings for the warning signs?

Response: Refer to the revised Specification TS-19.2.2 Piling in Section 2 of this Addendum.

- 1.12 Question: Please clarify the correct title of the project to use for the bid bond. In the Advertisement for Bids the project is “Terrebonne Basin Barrier Island and Beach Nourishment Project, Terrebonne Parish and Lafourche Parish, Louisiana, Project Number TE-0143. In the Bid Documents the project is listed as “Terrebonne Basin Barrier Island and Beach Nourishment Project/West Belle Headland Restoration (TE-143/TE-118), Terrebonne Parish and Lafourche Parish, Louisiana.

Response: Terrebonne Basin Barrier Island and Beach Nourishment Project/West Belle Headland Restoration (TE-143/TE-118).

- 1.13 Question: Due to the 10” Discovery Gas Pipeline running through West Belle Headland, can an additional access route be added on the east side of the pipeline?

Response: The Contractor is allowed to pursue any additional permits with the applicable Federal and State agencies for alternative methods he/she deems necessary to perform the Work in a manner best suited to their specific equipment in accordance with GP-26.

- 1.14 Question: TS-14, 14.3, States that no equipment will be allowed to operate on the 30’ berm. If needed, will equipment be allowed to access the containment dike footprint by crossing the 30’ berm?

Response: Refer to the revised Specification TS-14.3 Piling in Section 2 of this Addendum.

- 1.15 Question: Due to the complexity of this project, would you consider postponing of the bid opening date by 3 weeks?

Response: Bid opening date shall remain on July 31, 2019 at 2:00pm CST.

- 1.16 Question: Assuming all anchors/pipelines are confined within the Conveyance Corridor for a given reach, please confirm whether hopper dredges will be allowed to pump out in areas other than the designated Pump-Out Areas shown in the plans.

Response: Hopper dredges may pump-out along the Conveyance Corridor as long as all construction equipment and sediment pipelines are confined to the conveyance corridor construction limits in accordance with TS-11 and all anchoring for construction equipment is confined to the allowable anchor limits in accordance with TS-11.

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

Provision/Specification language inclusion and/or revision are shown in italics.

- 2.1 TS-19 WARNING SIGNS, 19.2 Materials, 19.2.2 Piling – The Specification has been revised to include:

Alternative sign mounting support structures proposed by the Contractor shall be included in the Work Plan for approval by the Owner and Engineer prior to construction.

- 2.2 TS-14 CONTAINMENT DIKE – WEST BELLE HEADLAND, 14.3 Containment Primary and Secondary Borrow Channels – The second paragraph of the Specification has been revised as follows:

The limits of dredging for the containment primary and secondary borrow channels for construction of the containment dike shall conform to the lines and grades and no deeper than the minimum elevation of -8.0 ft NAVD88 or wider than the maximum width as shown on the Plans. No over-excavation of the borrow channels is permitted or authorized. The distances from the tops of the cuts of the borrow channel to the toes of the containment dikes shall be such that a minimum 30-ft berm is maintained. No excavation of the minimum 30-ft berm is authorized. At no time shall equipment be allowed to operate for construction of the containment dike on the berm. Tracked equipment may traverse the berm to access the containment dike for containment dike construction and maintenance. This access allowance does not relieve the Contractor of their responsibility for maintenance of the containment dike. The Contractor shall propose access methodology in their Containment Dike and Maintenance Plan for approval by the Owner and Engineer. Additionally, at no time shall sediment be placed or allowed to spill over onto the 30-ft berm during the excavation of the borrow channels, sidecasting of sediment, and construction and/or maintenance of the containment dike. The Contractor should utilize information gathered from the progress surveys to determine the optimal alignment of the containment borrow channels such that the 30-ft berm may be maintained throughout construction of the containment dike. Any deviations from the containment dike or borrow channel design templates must be approved by the Owner and Engineer prior to construction.

END OF ADDENDUM 02