

ADDENDUM No. 1

TO BID DOCUMENTS FOR

AIWW MAINTENANCE DREDGING PROJECT
MASON CREEK CROSSING

New Hanover County, North Carolina

November 3, 2016

This addendum is issued as part of the Bidding Documents for the above referenced project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents. The bidder shall take care to coordinate modifications and clarifications contained herein with related project documents and work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

MODIFICATION TO SPECIFICATIONS:

Contract Provisions, Page A-11, Section 2: the first sentence shall be changed to read “The Contractor shall be required to (a) commence work under this contract within 45 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete all work prior to March 30, 2017.”

Contract Provisions, Page A-13, Section 8(d) Retainage: the first sentence shall be changed to read “The County shall retain five percent (5%) of the amount of the payment until final completion and acceptance of the contract work.”

Technical Provisions, Page B-36, Section 3.7 Anchor Installation: the paragraph shall be changed to read “Six (6) screw-type galvanized earth anchors, or approved equivalent, shall be installed at each riser and shall be proof loaded to 2,000 lbs. each, by a method approved by the Engineer. Grade 30 hot-galvanized, high-tensile anchor chain (3/8”), or approved equivalent, shall be attached to the internal structural members of the ACMP riser. Connections shall be made with drop forged galvanized turnbuckles (1/2” x 6”) and galvanized screw pin anchor shackles (7/16”), or approved equivalent. Subcontractor shall provide a cut sheet of equivalent items for approval by the Engineer.”

Technical Provisions, Page B-35, Section 3.6 Weir Boards: the paragraph shall be changed to read “Weir boards will be provided by the County and shall be 3" x 6", sized to fit the frame fully but with adequate clearance for easy placement and removal, nominal tongue and groove (T&G) lumber, Southern Yellow Pine #2, treated with waterborne preservatives in accordance with AWWA UI. The contractor shall check the fit of the weir boards and cut and shim as necessary to prevent flotation or leakage through weir boards.”

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Appendix B. Agreement, Page 16, Article VII Insurance, Section 7.6: the first paragraph shall be deleted in its entirety.

Appendix B. Agreement, Page 16, Article VII Insurance, Section 7.10: the first sentence of the second paragraph shall be changed to read "County reserves the right to obtain complete copies of all required insurance policies, at any time."

MODIFICATION TO PLANS:

No modifications to the plans are included in this addendum.

ANSWERS TO QUESTIONS AND CLARIFICATIONS:

1) Question – *What is the solicitation number for this project?*

Response – Please address your bid package as delineated within the solicitation narrative.

2) Question – *Please explain in more detail the limits the contractor has regarding the construction limits when it pertains for restoration. The contractors need to be given reasonable space to perform their work without penalty.*

Reference: Pg. B-26 / Sec. 2.3Contractor shall restore all landscape features and marine vegetation damaged or destroyed during construction operations outside the limits of the disposal area. The way this specification is worded, it is stating that the contractor would have to restore all marine vegetation in the water that is in or near the dredge template.

Response – To our knowledge, there are no SAVs within the project area. The access area to the disposal site has been utilized on prior projects and has a sufficient high area\disposal mound to accommodate the contractors' equipment and pipe.

3) Question – *Can you please add a bid item for the disposal area work? This work is typically subcontracted out and the subcontractor would require this payment upon completion and approval.*

Reference: B-35 / Sec. 3.4.1

Response - Please execute as originally posted.

4) Question -*Please confirm that the disposal area is ready for placement of material aside from the weir box refurbishment.*

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Response – Please consider this as part of your due diligence.

5) Question – *Please confirm that the NTU requirement for this project is 25 NTUs.*

Reference: Division of Water Quality 401 Certification / Pg. 2 / (1)25 NTUs in all lakes and reservoir, and all saltwater classes.....

Response – Confirmed. The NC DWQ Water Quality Certificate does not specify testing, but does specify that discharges into saltwater shall be less than 25 NTU. The Contractor shall take necessary actions to insure compliance with the standard. However, documentation of turbidity testing is not a direct requirement of this contract.

6) Question – *What is the current capacity of the disposal area in cubic yards?*

Response – The delineated area for disposal has a capacity of approx. 126,000 cubic yards to elevation +11 MLW. The entire site has a capacity of approx. 250,000 cubic yards.

7) Question – *Can the Supervisor, QC, and SSHO have dual responsibilities on this project?*

Reference: Pg. A-15 / Sec. 14 /The Contractor shall provide Field Management Personnel to perform the functions of Supervisor, Quality Engineer/Inspector, and Safety/Environmental Engineer/Inspector

Response - Yes, personnel may perform dual responsibilities on the project as long as they have the requisite experience and knowledge.

8) Question – *Can you please send out the wage scale required for this project?*

Response – The County does not have a required wage scale; there are no federal dollars involved. However, the Contractor shall abide by all Federal and State Labor Laws.

9) Question – *Is there an Engineers Estimate available for the project?*

Response – No.

10) Question – *Is there an assigned vehicle accessible staging area associated with the project? If not, can the Client provide contact information for locations that might have been used for past projects?*

Response – There is not an assigned vehicle staging area. A public boat ramp with parking is located approx. 2.5 miles south of the project area on the AIWW. There is also a potential private parking lot and laydown area, as shown on the attached mapping.

11) Question - *Will the Contractor be allowed to complete in-water demobilization activities after March 31st 2017?*

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Response – No.

12) Question – *Are there any reference documents available as to how contractors performed while working on this project in the past?*

Response – No.

13) Question –*In the Agreement, Article VII, “Insurance” paragraph 7.1 indicates that “The status of County as an additional insured under a CGL obtained in compliance with this Contract shall not restrict coverage under such CGL with respect to the escape or release of pollutants at or from the Project site.” For several decades now, most insurance carriers have excluded Pollution coverage from Commercial General Liability coverage. We have extensive Pollution coverage, it is just not in the format you are requesting. Is it possible to revise your CGL requirement to allow for a Total Pollution Exclusion with a Hostile Fire Exception endorsement, as well as separate Contractor’s Pollution Liability, Vessel Pollution coverage and limited Pollution coverage provided in Protection & Indemnity and Marine General Liability? We can include you as an Additional Insured on all of our Pollution policies (and the CGL).*

Response – A Total Pollution Exclusion with a Hostile Fire Exception endorsement on the CGL is acceptable, as long as Contractor provides a separate Pollution policy as well as pollution coverage on vessel.

14) Question – *In Part 7.1 you indicate that “There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from pollution, . . . employment related practices, or damage to the named insured’s work.” Again, Pollution Liability is no longer typically included in the CGL. Most carriers exclude Employment Practices Liability coverage from the CGL as well. Damage to the insured’s work has been excluded from the CG 00 01 form since at least 1986 (as the “your work” exclusion). Is it possible to change this requirement to allow for separate stand-alone Pollution Liability and Employment Practices Liability coverage? Also, can you strike the requirement for coverage for the named insured’s work? We typically do not provide property coverage on our projects as dredging work is not exposed to perils that would normally impact vertical construction.*

Response – It is acceptable to have a separate policy for Employment Practices Liability and Pollution Liability. We can strike though the sentence for named insureds work, as they do not include the named insureds faulty work.

15) Question – *Par 7.2. indicates that “The U.S. Longshore and Harbor workers Compensation Act endorsement shall be attached to the (WC) policy when the services will be on or in close proximity to navigable waterways. The Maritime Coverage endorsement (WC 00 02 01) shall be attached to the (WC) policy when the contracted services involve the use of watercraft.” Will a separate USL&H policy and Jones Act coverage provided in a Protection & Indemnity policy be acceptable?*

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Response – This is acceptable as long as you provide the number of crew covered under the P&I and it is acceptable, and as long as the Maritime coverage is endorsed onto the USL&H. The County will need to see the endorsements.

16) Question – *Our P&I does not limit the number of crew covered. The policy is rated on 200 total crew members on the water at any given time, but the policy does not provide any coverage limitations regarding number of crew covered. See sample certificate attached for evidence of P&I and USL&H/Marine Employers Liability. Will this meet your requirements?*

Response – This should be fine as long as this is listed on the certificate of insurance. The one attached shows that it covers crew, however, the certificate must state the total crew members covered or specify that there is no limitation on the number of crew.

17) Question – *In Par 7.6. “Miscellaneous Insurance Provisions” states that the policies are to contain, or be endorsed to contain, the following provisions: Any failure to comply with reporting provisions of the policies listed in this Contract shall not affect coverage provided to County, its officers, officials, agents, and employees. Is it possible to delete the entire paragraph? Our carriers will not endorse our policies to meet such requirements.*

Response – The entire paragraph will be deleted as detailed above in Modifications to Specifications.

18) Question – *Is it possible to delete the word “certified” from the first sentence in 2nd paragraph of 7.10 Conditions - “County reserves the right to obtain complete, certified copies of all required insurance policies, at any time.” All our insurance policies are electronic documents certified copies are not maintained.*

Response – . The word “certified” will be deleted from the subject sentence, as detailed above in Modifications to Specifications. The County reserves the right to requested a certified copy from the insurance company, which they would provide.

Clarifications:

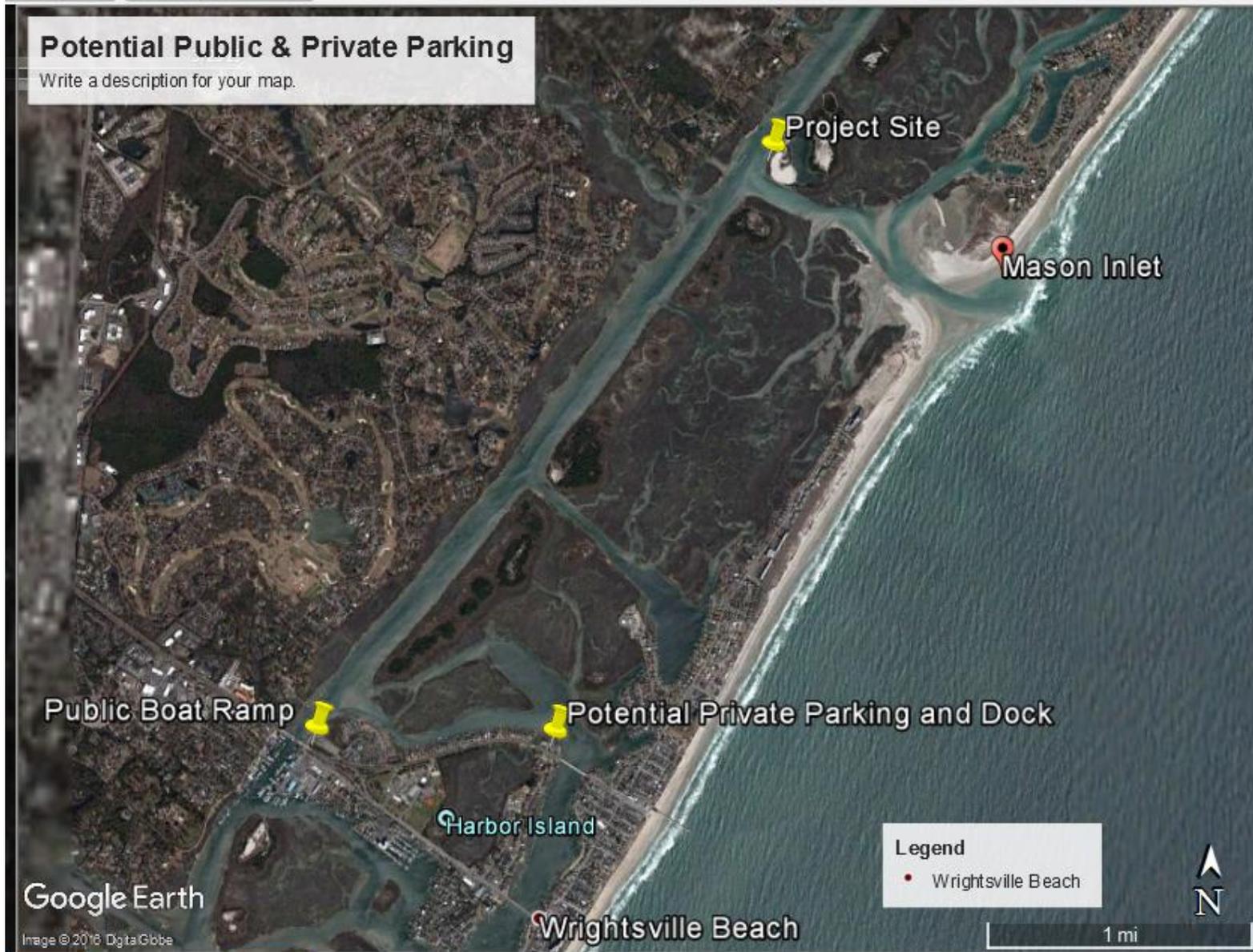
The Engineer (GBA-NC) shall provide onsite inspection services on a daily basis as part of the construction management for the County. Channel surveys will be conducted periodically by the Engineer and the data will be provided to the Contractor for their quality control use.

Liquidated damages will be assessed at \$1,500/day from April 1, 2017 until achieving substantial completion.

END OF ADDENDUM No. 1

*****NOTE*****

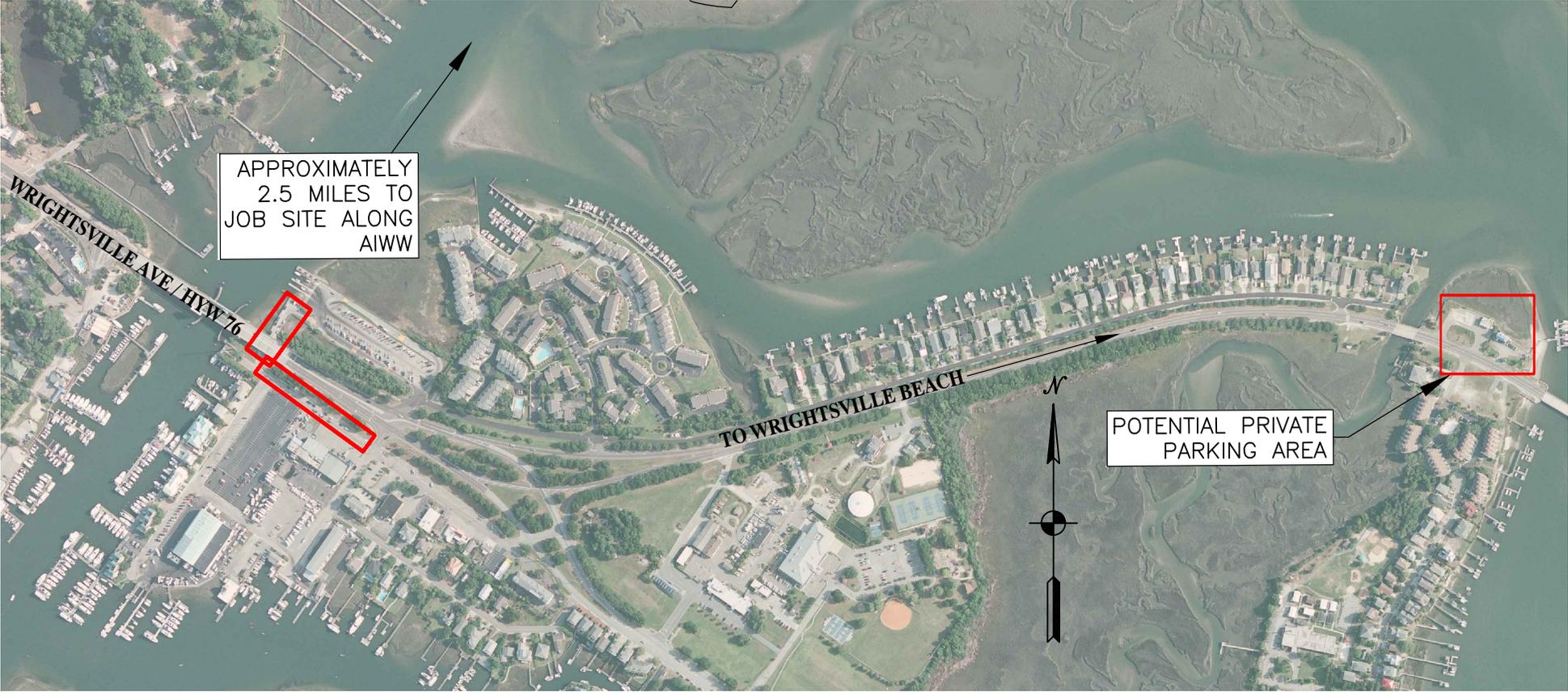
Please acknowledge receipt of this Addendum by email to cmbryant@gba-inc.com .





Public Boat Ramp and Parking

ATTACHMENT TO ADDENDUM NO. 1
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POTENTIAL PRIVATE PARKING LOT & DOCK