

ADDENDUM #2

AWARDING AUTHORITY: Town of Nantucket, MA
PROJECT: Polpis Harbor Maintenance Dredging Project
DATE: October 22, 2018
TO: All Bidders
CONSULTING ENGINEER: Foth-CLE Engineering
15 Creek Road
Marion, MA 02738

The following items shall modify or be added to the Contract Documents. This Addendum forms part of the Contract Documents and modifies the original bidding documents. Portions of the Contract Documents not altered by this Addendum remain in full force.

This Addendum for part of the Contract Documents and as such, **ALL BIDDERS SHOULD ACKNOWLEDGE IT IN SECTION 00300 ON THE “FORM OF GENERAL BID”.** FAILURE TO DO SO COULD RESULT IN THE REJECTION OF YOUR BID.

Notice is hereby given to any and all plan holders of record with the Owner for the project herein captioned “**Polpis Harbor Maintenance Dredging**”, Owner of record being the Town of Nantucket, MA, of the following amendments to the Contract:

I. CONTRACT DOCUMENTS:

1) SECTION 01000: GENERAL AND SPECIAL CONDITIONS

PART 1: GENERAL

1.04 WORK SEQUENCE

E. Hours of Operation:

Add the following:

Off-loading operations may take place between the hours of 6:30 A.M. to 9:45 P.M. provided the following conditions are met by the Contractor:

- 1) During the hours of darkness, additional lighting (light carts) will be required for proper illumination of the off-load area.
- 2) All off-loading must be completed and the tug/barge well away from the dock when the M/V Eagle enters the Channel (which is around 9:45 P.M.) and the tug operator must be in contact with Steamship Authority (SSA) Captain to ascertain when the M/V Eagle is in the Channel approaching the Harbor. Communication

between the Contractor and the SSA is mandatory so that that there is no chance of any conflicts between SSA and Contractor operations.

- 3) The Contractor shall refer all complaints from neighbors about late work to the Town and not the SSA.

1.09 PROGRESS SCHEDULE

Delete the following:

- A. The Contract shall begin dredging operations on/after November 19, 2018 with all dredging completed by January 14, 2019.

Replace with the following:

- A. The Contractor shall be able to commence work on/about November 19, 2018 with all dredging shall be completed by January 14, 2019. Dredging and disposal operations can commence sooner than November 19, 2018 provided that the Contract Agreement has been executed between the Town and Contractor and all pertinent Contractor submittals have been reviewed/approved by the Project Engineer. Issuance of the Contract Agreement is contingent upon the receipt of Contractor's insurance certificate and performance and payment bonds.

2) SECTION 02405 MECHANICAL DREDGING & UPLAND DISPOSAL

PART 1: GENERAL

1.04 Project Conditions

H. Hours of Operation:

Add the following:

Off-loading operations may take place between the hours of 6:30 A.M. to 9:45 P.M. provided the following conditions are met by the Contractor:

- 1) During the hours of darkness, additional lighting (light carts) will be required for proper illumination of the off-load area.
- 2) All off-loading must be completed and the tug/barge well away from the dock when the M/V Eagle enters the Channel (which is around 9:45 P.M.) and the tug operator must be in contact with Steamship Authority (SSA) Captain to ascertain when the M/V Eagle is in the Channel approaching the Harbor. Communication between the Contractor and the SSA is mandatory so that that there is no chance of any conflicts between SSA and Contractor operations.
- 3) The Contractor shall refer all complaints from neighbors about late work to the Town and not the SSA.

PART 3: EXECUTION

3.12 Sediment Handling & Transfer

Add the following:

- E.** The Contractor's off-loading operations at Steamship Wharf will not have exclusive use of the off-loading dock and shall be conducted in accordance with the following provisions:
- 1) SSA vessels shall have priority over Contractor's operations at Steamship Wharf. As such, the Contractor shall be prepared to relocate the tug, barge and/or any other equipment utilized a distance well away from the dock during SSA vessel and departures if so requested by SSA.
 - 2) The Contractor shall not allow any trucks to traverse the parking area while SSA vessels are loading /unloading.
 - 3) The Contractor shall use planks to protect the deck from metal tracked loaders
 - 4) Other Contractors (e.g. Toscana and Victor-Brandon) have weekly scheduled off-loads at the dock on Tuesdays, Thursdays and Saturdays. Accordingly, the dredge Contractor has secondary priority during these times and will need to coordinate all off-loading needs around these scheduled events. The dredge Contractor should have no issues with other off-loading events on Mondays, Wednesdays, Fridays and Sundays.
 - 5) If the dredge Contractor has had a prior relationship with the SSA and has demonstrated past acceptable performance in dealings with the SSA, some additional flexibility (at the sole discretion of the SSA) may be warranted.

II. RESPONSE TO PLAN HOLDERS WRITTEN QUESTIONS:

- a) *Please confirm if this project is tax exempt.*

RESPONSE: The project is exempt from payment of Massachusetts sales tax to the extent permitted by M.G.L. Chapter 64H, Subsection 6F.

- b) *There is limited bulkhead availability (time) at the Steamship Authority for offloading due to the Steamships existing bulkhead reservations. Given that the Steamship Authority bulkhead is the only bulkhead available for offloading in Nantucket, if the Steamship Authority is not able to provide adequate offloading time to allow the project to be completed by the required completion date of January 14, 2019, how will the completion of the contract be handled. Specifically, will the contractor still be responsible for costs associated with re-mobilizing in the Fall of 2019, liquidated damages, shoaling in the dredge prism during the off-season, permits and/or loss of State grant funding by the Town?*

RESPONSE: If dredging operations are not completed by January 14, 2019, the Contractor will be responsible for all costs associated with re-mobilizing in the Fall of

2019, liquidated damages, shoaling in the dredge prism during the off-season, permits and/or loss of State grant funding by the Town.

- c) *Please clarify if the contractor or Town will be responsible for the offloading fees at the Steamship Authority bulkhead.*

RESPONSE: The Steamship Authority has waived off-loading fees for this project.

- d) *Given the tight timeline for the project, how soon after the bid date does the Town anticipate issuing a Notice of Award?*

RESPONSE: A Notice of Intent to Award is anticipated to be issued by the Town on/about October 29, 2018. Upon receipt of this notice, the Contractor shall then provide payment and performance bonds and insurance certificates in time for the Town to formally approve the Contract Agreement at the next Board of Selectmen's meeting which is scheduled for November 7, 2018.

- e) *Can the contractor commence dredging operations prior to November 19, 2018?*

RESPONSE: Dredging and disposal operations can commence sooner than November 19, 2018 provided that the Contract Agreement has been executed between the Town and Contractor and all pertinent Contractor submittals have been reviewed/approved by the Project Engineer. Issuance of the Contract Agreement is contingent upon the receipt of Contractor's insurance certificate and performance and payment bonds.

- f) *Specification section 01300.1.03.B.5 specifies submitting any required easements and permits. Please clarify what easements and permits are anticipated to be required to be obtained by the contractor.*

RESPONSE: The Contractor will only be required for any permits/easements necessary for operations that he/she intends to perform that are not currently authorized under those that have been issued for the project and are provided in **Attachment B** of the Contract Document.

- g) *Please clarify why there will be a deduction from the payment quantity (penalty) for removal of sediment outside the limits of the dredge prism as noted in specification section 02405.1.02.D. Given that there are no bulkheads, the material is being stockpiled for beneficial reuse and the contractor is responsible for costs associated with offloading and trucking, is the penalty necessary?*

RESPONSE: The Contractor shall make every effort to properly control his/her dredging operations so that excessive dredging beyond the permitted dredge prism as shown on the Contract Drawings is avoided/minimized. The permits issued for the project do not authorize dredging beyond the dredge prism, and the Contractor is required to meet the conditions of all permits. Furthermore, excessive dredging could result in insufficient area being available for the stockpiling of sediments at the disposal site.

Should it be determined upon review of the Owner's post-dredge survey that there was a significant amount of dredging conducted well-beyond the permitted dredge prism, the Town reserves the right to assess a monetary deduction to final payment.

- h) *Special condition #26 of the Order of Conditions specifies a pre and post dredge eel grass survey. Please confirm that these surveys are not the responsibility of the contractor.*

RESPONSE: The Contractor will not be responsible for performing pre- and/or post-dredge eelgrass surveys for the project.

- i) *Special condition #19 of the combined 401 WQC and Chapter 91 license states that the eel grass survey must be completed in either May or September preceding dredging. Please confirm that this survey has been completed.*

RESPONSE: A pre-dredge eelgrass survey had been completed for this project.

- j) *Please clarify the contractor's responsibility with respect to stockpiling the material. Is the contractor simply required to furnish and install the staked hay bale perimeter and then pile up the material within the limits of the hay bale perimeter?*

RESPONSE: The Contractor is required to furnish/install staked hay bales around the perimeter of the designated disposal area prior to stockpiling dredge sediments on-site. The Contractor is responsible for maintaining hay bales throughout the duration of construction. The area to be used by the Contractor for the stockpiling of sediments has been brush cut and grubbed by the Town. The available area is anticipated to require the Contractor to manage and pile-up sediments so that the total dredge quantity can be stockpiled at this designated location.

- k) *Please clarify whether the stockpile yard is considered a secondary site of work for prevailing wage applicability.*

RESPONSE: Prevailing wages are applicable to all labor associated with the disposal (stockpile) site.

- l) *Section 01000-3, "The Contractor will be responsible for the removal of any sediment that has accumulated within the established dredge area/depth upon the completion of dredging on January 14, 2019 and the re-commencement of operations on/after October 4, 2019 at no additional cost to the Owner." Does this mean the areas that originally showed dredging above grade at project commencement, or a potentially expanded area beyond what was originally above grade?*

RESPONSE: If the Contractor has to return to the project site on/after October 4, 2019 to complete work, he/she will be responsible for dredging all area(s) that were identified

in the Owner's 2018 pre-dredge survey that were above El. -6.0 feet MLW within the authorized navigation channel.

- m) *Section 01000-3, "Should the Contractor be required to re-mobilize to the site to complete all required construction activities, he/she will be responsible for all costs and efforts associated with obtaining any/all permits that may expire prior to returning to the site and any costs associated with the loss of state grant funding that has been allocated for this project." Should a re-mobilization be necessary, can you please identify any permits that would expire prior to January 14, 2020? What is the amount of the state grant funding for which the contractor could potentially be responsible?*

RESPONSE: All environmental permits that have been issued for the project are provided in **Attachment B**. The Contractor shall review them to determine which, if any, may expire prior to or within any work window that would occur if dredging is not completed by January 14, 2019. The amount of state funding that the Contractor could potentially be responsible for if dredging is not completed this season is anticipated to be a function of how much work remains at the close of the dredge window.

ATTACHMENTS:

- (1) Pre-bid Meeting Agenda*
- (2) Pre-bid Meeting Sign-in Sheet*

*****END OF ADDENDUM #2*****



PRE-BID MEETING AGENDA

Polpis Harbor Maintenance Dredging Project Town of Nantucket, MA

Meeting Date: October 17, 2018
Location: Nantucket Police Dept., 2nd Floor Conference Room
Time: 11:00 A.M.

1. SCOPE OF WORK

- Maintenance dredging of an estimated $\pm 10,885$ CY of sediment from the existing entrance channel using mechanical methods and a closed, environmental bucket.
- Sediments to be off-loaded from water to land at the Steamship Wharf and trucked to the designated upland disposal (stockpile) area that consists of a vacant lot that is located at 3 Shadbush Road (off New South Road).
- Dredge depth = -6.0 feet MLW; 1-foot allowable O.D. and 3H:1V sideslopes.

2. Bid Security in the amount of FIVE PERCENT (5%) of the total bid.

3. CONTRACT AWARD

- Lowest qualified bidder will be selected
- Contract award is contingent upon available funding

4. BID REQUIREMENTS (See Instructions to Bidders/Notice to Bidders)

- Bid Security - 5% of the bid
- Bids due by 2:00 PM, Thursday, 10/25/2018 at the Nantucket Police Dept. Administrative Office, 2nd Floor, 4 Fairgrounds Road, Nantucket, MA 02554. Electronic bids will not be accepted.

5. PROJECT COMPLETION & TIMELINE

- All dredging operations must be completed on/before 01/14/2019 in accordance with permits issued for the project. The Contractor shall allow adequate time for any required clean-up.
- Pre-construction Meeting will be held following the issuance of a Notice of Intent to Award by the Town which is anticipated to be issued on/about 10/30/2018.
- Dredging and disposal operations can commence following the execution of the Contract Agreement and review/approval of required Contractor submittals by the Project Engineer. Issuance of the Contract Agreement is contingent upon the receipt of Contractor's insurance certificate and performance and payment bonds.



6. **WORK HOURS**

- Dredging operations are allowed 7 days a week/24 hours per day (excluding holidays).
- Off-loading at Steamship Wharf will be limited to the hours of 6:00 AM to 4:00 PM.

7. **PAYMENT & PERFORMANCE BONDS** - 100% of Contract Amount.

8. **PREVAILING WAGE RATES** – Applicable; (See Contract Attachment A)

9. **INSURANCE REQUIREMENTS** – See Contract

10. **MBE/WBE REQUIREMENTS** - Not Applicable

11. **ADDITIONAL INFORMATION**

- Contractor shall be responsible for meeting all requirements of the Steamship Authority as applicable to the off-loading of sediments at Steamship Wharf (see Addendum #1 and contract).
- The Steamship Authority has waived user fees at Steamship Wharf for this project.
- Environmental Permits (see Contract Attachment B)
- Sediment Grain Size Data (see Contract Attachment C) (sample locations are shown on plan)
- Trucking Route (See Contract Attachment D)
- Protection of Eelgrass

12. **INTERESTED BIDDER'S QUESTIONS**

- All questions to be submitted in writing to Foth-CLE Engineering Group, 15 Creek Road Marion, MA 02738 or via email to Christine.Player@Foth by no later than **12:00 PM, Friday, 10/19/2018**. Responses to all questions received by Foth-CLE will be addressed through the issuance of an addendum.

13. **ADDENDA**

- Addendum #1 - issued on 10/15/2018.
- All subsequent addenda to be issued as required and by no later than Monday, 10/22/2018.

14. **QUESTIONS?**

Pre-Bid Meeting
Sign-in Sheet

Polpis Harbor Maintenance Dredging Project
Town of Nantucket, MA

October 17, 2018 at 11:00 AM

<u>Name</u>	<u>Representing</u>	<u>Email Address</u>	<u>Phone No.</u>	<u>Fax No.</u>
JOHN McLUITY	ACK MARINE	JOHN @ ACK-MARINE CONTRACTORS-INC.COM	617-593- 4453	
MARK TIMMERMAN	ROBERT BOUR CO, INC	MTimmerman@ RobertBour.com	508 432 0530	4385
JOSH MIKUSOWICZ	AGM Marine Contractors, Inc.	josh.mikusowicz@ agmarine.com	(508) 776-9759	-
SCOTT MORIN	Mohawk Northeast Inc	smorin@mohawk Northeast, Inc.	860-883-1709	-
MIKE HEINKE	"	MKEINKE@MOHAWK EAST.COM	860-778-7732	-
Christine Player	Foth-CUE	christine.player @foth.com	508-748-0937	-