

POST OFFICE BOX 6 SNOW HILL, MD 21863

## **ADDENDUM NUMBER ONE**

June 22, 2022

Contract Documents for West Ocean City Harbor - Proposed Marine Repairs

JSH#: 2020-019

#### 1. GENERAL

- a) <u>Schedule</u>: Mobilization of equipment and materials shall begin on or after Monday, October 17, 2022, but before January 6, 2023. The project shall be completed by <u>March 15, 2023</u>. Refer to the General Conditions within the Specifications
- b) Warranty: one (1) year. Refer to the General Conditions within the Specifications
- c) Retainage: 10%. Refer to the General Conditions within the Specifications
- d) Restoration: Refer to the Restoration of Graded & Disturbed Areas within the Specifications
- e) Utilities: Water and electric (& maybe others) exist within the immediate work area. Call Miss Utility and work with caution. There are no known as-builts on record.
- f) AIA Bid Bond is acceptable.

### 2. SPECIFICATIONS

- a) Add Division 1, Section 01020 General Conditions
- b) Add Division 2, Section 02220 Restoration of Graded & Disturbed Areas
- c) See Revised Special Form of Proposal
- d) See Revised References Form

## 3. PLANS

- a) See Revised Sheet C3, dated 6/22/2022
- b) See Revised Sheet C4, dated 6/22/2022
- 4. QUESTIONS FROM CONTRACTORS:

## Chesapeake Turf, LLC, 6/14/2022 email

- 1, On plan sheet C-4, the bulkhead section shows 8 x 8 wales and the TYP wale & butt block section shows 6 x 8 wales, please clarify the size of wales.
  - 8x8



- 2, The bulkhead section shows some kind timber wale on the backfill side of the new vinyl sheeting, please state size of timber.
  - 3x8 liner
- 3, Is there a required distance from old steel bulkhead to new vinyl bulkhead? Would need room to get to bolts for the backside wale...
  - MDE permits allow 18"

### Chesapeake Turf, LLC, 6/15/2022 email

- 1, Worcester County calls out that we have to provide proof of a Maryland Home Improvement contractor license. I believe that this is an error, as this is a Marine Construction project. Please clarify.
  - A MHIC license is not required.

#### Ben's Marine Construction, LLC, 6/13/2022 email

Stainless steel tie rods?

- Yes. 6' 316 stainless steel. See detail, sheet C4

who pays dump fees

- Tip fees are to be included in the Base Bid

stainless steel lags to lag sheeting?

- 3/8"x2-1/2" stainless lags, 2 per sheet or 4 per section are to be used to attach sheeting to waler.

does it matter if we use rough cut whalers instead of s4s

- Rough cuts may be used as long as the size is consistent

#### Ballard Marine Construction, 6/16/2022 email

- See attached sheet

#### **END OF ADDENDUM**

#### **DIVISION 1**

#### **SECTION 01020 - GENERAL CONDITIONS**

## 1) **GENERAL**

The plans and specifications are intended to cover a complete project. It should be distinctly understood that failure to mention any work that would be required to complete this project shall not relieve the contractor of his responsibility to perform such work.

#### 2) WORKING TIME

The Contractor shall coordinate his work schedule with the before he begins work on this contract. No work requiring the presence of an Inspector shall be done at night, on weekends, or holidays, except in case of emergency and/or with written permission of the . The Contractor shall notify the Owner, in writing, at least two (2) days in advance of such holiday, weekend, or night that he desires to work, stating the place where said work will be conducted.

## 3) CONTRACTORS PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

- a. The Contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Workmens Compensation Acts.
  - b. The Contractor shall, at his own cost, obtain and maintain such insurance as will protect him and the owner, from any claim for damages or bodily injury, including death, as well as from claims for damage to any property of the owner or of the public, which may arise from the operation under this contract, whether such operations be by the Contractor or any Subcontractor retained by said contractor or by anyone directly employed by them. He shall maintain commercial general liability of \$1,000,000 (One million dollars) per occurrence \$2,000,000 (Two million dollars) aggregate for bodily injury and property damage. The Contractor shall furnish certificates of insurance with respect to the coverages referred to above, each of which policies shall contain (10) days prior notice of cancellation to the Owner.

## 4) LAWS, PERMITS AND REGULATIONS

The Contractor shall comply with all laws, regulations, permits, ordinances, and building code requirements applicable to work done under this contract. If the Contractor ascertains at any time, that any requirement of this contract is at variance with applicable laws, ordinances, permits regulations, or building code requirements, he shall promptly notify the Owner and any necessary adjustment of the Contract shall be made as specified by the Owner. If the Contractor performs any work, knowing it to be contrary to such laws ordinances, permits and regulations, and without notice to the Owner. If the Contractor performs any work, knowing it to be contrary to such laws ordinances, permits and regulations, and without notice to the Owner he shall bear all costs arising therefrom.

#### 5) SAFETY PRECAUTIONS

a. The Contractor shall provide and maintain all necessary guards to mark and prevent intrusion into work areas.

- b. The Contractor shall provide and maintain all necessary temporary night lighting devices as may be required to properly mark hazards and obstructions.
- c. The Contractor shall adhere to all applicable local, state and national safety codes. This requirement shall specifically include all current and applicable OSHA requirements.

## 6) RAMPS FOR PASSAGE OF PERSONS, VEHICLES AND MATERIALS

The Contractor shall provide ramps for the passage or persons, vehicles and materials as necessary for construction, safety or inspection.

#### 7) TEMPORARY WATER AND ELECTRIC SERVICE

- a. It is the Contractor's responsibility to provide electricity and water as he may require them during construction at the job site.
- b. In all cases the Contractor shall provide all necessary temporary facilities and equipment from point of supply to and about the project.

### 8) <u>EXTENSION OF CONTRACT TIME</u>

Extensions of contract time may be granted as needed due to extreme weather conditions. This may be accomplished by the Contractor by submission of a written request to the Owner, stating the extension requested and specific reasons for this request.

### 9) COMPLETION OF WORK

After the work has once been started, it shall be continued on all acceptable work days without stoppage until the entire contract is completed.

#### 10) LIQUIDATED DAMAGES

A. If the Contractor fails to complete the work within the Contract Time, March 15, 2023, or extension of time granted by the Owner, than the Contractor will pay to the Owner the amount of \$500.00 per day liquidated damages for each calendar day that the Contractor shall be in default after the completion date.

### 11) PAYMENT

- a. The Contractor may request progress payments at timely intervals. Such requests will be paid for the value of work completed less approximately 10%. The final payment will be made within 30 days after final approval and submission of the final invoice.
- b. The Owner shall provide all permits necessary for the work. The Contractor shall attach no significance to quantities of volumes mentioned in these permits, but shall compute his own as hereinbefore specified.
- c. Mobilization or setting up of equipment, construction and maintenance of access roads, site preparation or other items incidental to the construction of this project shall not be identified as items for separate partial payments to the Contractor. The cost of these items shall be included in the unit prices bid, and shall be paid as such.

#### 12) WARRANTY

- a. Except as otherwise specified all work shall be guaranteed by the Contractor against defects resulting from the use of inferior equipment, or workmanship for one (1) year from the date of final completion of the Contract.
- b. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of the Owner is rendered necessary as a result of the use of equipment or workmanship which are inferior, defective, or not in accordance with the terms of the defective, or not in accordance with the terms of the Contract, the Contractor shall promptly upon receipt of notice from the Owner and without expense to the Owner:
  - 1. Place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein.
  - 2. Make good all damage to the buildings or site, or equipment or contents thereof, which, in the opinion of the Owner is result of the use of equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and
  - 3. Make good any work or the equipment and contents of said building or site disturbed in fulfilled any quarantee.
- c. In any case wherein fulfilling the requirements of the Contract or of any guarantee, embraced in or required thereby, the Contractor disturbs any work guaranteed under another Contract, he shall restore such disturbed work to a condition satisfactory to the Owner and guarantee such restored work to the same extent as it was guaranteed under such other Contract.
- d. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the property owner may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.
- e. All special guarantees applicable to definite part of the work that may be stipulated in the specifications or other papers forming a part of the Contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

#### 13) BONDS

a. <u>Bid Bond</u>. No proposal will be considered unless accompanied by a certified check drawn on a solvent clearing house bank, made payable to the Ocean Pines Association, Inc., in the amount of 5% of this proposal. A satisfactory bid bond will be acceptable in lieu of certified check.

#### 14) DIFFERING SITE CONDITIONS

a. The contractor shall promptly, and before such conditions are disturbed, notify the Owner in writing of: unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The Owner shall investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.

- b. No claim of the contractor under this clause shall be allowed unless the Contractor has given the notice required in above provided, however, the time prescribed therefor may be extended by the Owner.
- c. No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

#### 15) SITE INVESTIGATION

The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials availability of labor, water, electric, power, roads and uncertainties of weather, tides or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The contractor further acknowledges that they have satisfied themselves to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Any failure by the Contractor to acquaint himself with the available information may not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

#### 16) CONDITIONS AFFECTING THE WORK

The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the general and local conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve him from responsibility for successfully performing the work without additional expense to the Owner. The Contractor agrees not to place any credence in any understanding or representation concerning conditions made by any employee of the Owner or agents prior to the execution of this contract, unless such understanding or representation are expressly stated in the contract.

### 17) CONFORMITY WITH CONTRACT REQUIREMENTS

- a. All work performed shall be in conformity with the contract requirements.
- b. In the event the Owner finds that the work performed is not in complete conformity with the contract requirements and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by an at the expense of the contractor.
- c. In the event the Owner finds the finished product is not in complete conformity with the contract requirements, but has resulted in a satisfactory product, he shall then make a determination if the work shall be accepted. In the event, the Owner will document the basis of acceptance by a Change Order which will provide for an appropriate adjustment in the contract price.

## 18) ADJACENT WORK

- a. The Owner shall have the right, at any time, to contract for and/or perform other work on, or near, over or under the work covered by this contract. The Contractor shall cooperate fully with such other contractors and carefully fit his own work to such other work as may be directed by the Owner.
- b. The Contractor agrees that in the event of dispute as to cooperation or coordination with adjacent contractors, the Owner will act as referee and decisions made by the Owner will

be binding. The Contractor agrees to make no claims against the Owner for any inconvenience, delay or loss experienced because of the presence and operations of other contractors.

## 19) CONTROL BY THE CONTRACTOR

- a. The Contractor shall constantly maintain efficient supervision of the Work, using their best skills and coordinating ability. They shall carefully study and compare all drawings, specifications and other instructions and check them against conditions existing or being constructed on the project. They shall at once report to the Owner any error, inconsistency or omission which he may discover.
- b. Should the Contractor elect to use subcontractors for any portion of the work contained in the contract, all such subcontractors shall be approved in writing by the Owner prior to the start of any work which they are to perform.

### 20) COOPERATION WITH UTILITIES

- a. It is understood and agreed that the Contractor has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for normal delays, inconvenience, or damage sustained by him due to any interference from the said utility appurtenances, the operation of moving them, or the making of new connections thereto if required by the contract documents.
- b. The Contractor shall have responsibility for notifying all affected utility companies prior to performing any work on their utilities and shall cooperate with them in achieving the desired results. All damage to utility facilities caused by the contractor's operations shall be the responsibility of the contractor.
- c. At point where the Contractor's operations are adjacent to properties of telegraph, telephone, water and power companies, or are adjacent to other property, damage to which might result in expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made by the contractor.
- d. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication or rearrangement work may be reduced to a minimum and that services rendered by those parties will not be unnecessarily interrupted.
- e. In the event of interruption of utility services as a result of accidental breakage or as a result of being exposed or unsupported the contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service.

## 21) REMOVAL OF DEFECTIVE WORK

- a. All work which does not conform to the requirements of the contract will be considered unacceptable.
- b. Any unacceptable or defective work, whether the result of poor workmanship, damage through carelessness or any other cause, found to exist shall be removed and replaced by work which shall conform to the contract requirements or shall be remedied otherwise in an acceptable manner authorized by the Owner.

c. Upon failure on the part of the Contractor to comply promptly with any order of the Owner, made under the provisions of this section, the Owner shall have authority to cause defective or unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to cause the costs to be deducted from any monies due or to become due the Contractor under this contract.

#### 22) MAINTENANCE OF WORK DURING CONSTRUCTION

- a. The Contractor shall maintain the work during construction and until acceptance. This maintenance shall be continuous and effective, prosecuted with adequate equipment and forces to the end that all parts of the work be kept in satisfactory condition at all times and protected from damage of any kind from external sources.
- b. Particular attention shall be given to drainage, both permanent and temporary. The Contractor shall use all reasonable precautionary measures to avoid damage or loss that might result from accumulations and concentrations of drainage water, and material carried by such waters and such drainage shall be diverted or dispensed when necessary to prevent damage to excavation, embankments, surfaces, structures or property. Suitable measures shall be taken by the Contractor to prevent the erosion of soil in all construction areas where the existing ground cover has been removed. Such measures shall be in compliance with the requirements of any governmental entity having jurisdiction.
- c. All cost of maintenance work during construction and before final acceptance shall be included in the base bid and the Contractor will not be paid any additional amount for such work.
- d. In the event that the Contractor's work is halted by the Owner for failure to comply with the provisions of the contract, the Contractor shall maintain the entire project as provided herein, and provide such ingress and egress for local residents or tenants adjacent to the project site, for tenants of the project site, and for the general public as may be necessary during the period of suspended work or until the contractor has been declared in default.
- e. On projects where traffic flow is maintained, the Contractor shall be responsible for repair and restoration of all traffic damages to the work, either partially or totally completed, until such time as the work is accepted by the Owner.

#### 23) FAILURE TO MAINTAIN ENTIRE PROJECT

Failure on the part of the contractor, at any time, to comply with the provisions of paragraph 22 notifying the Contractor to comply with the required maintenance provisions. In the event that the Contractor fails to remedy unsatisfactory maintenance within 24 hours after receipt of such notice, the Owner will immediately proceed with adequate forces and equipment to maintain the project, and the entire cost of this maintenance will be deducted from monies due to the Contractor.

#### 24) OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner may after three days' written notice to the contractor make good such deficiencies and may deduct the cost thereof from the monies then or thereafter due the

Contractor.

## 25) CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract, and shall be made a condition of each subcontract entered into pursuant to this contract, that the Contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the Contract of work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards, laws and regulations of the locality in which the work is done, the State, and the Federal government.

#### DIVISION

#### SECTION 02220 - RESTORATION OF GRADED & DISTURBED AREAS

## 1) SCOPE

The Contractor shall furnish all labor, materials and equipment required to complete the work described herein in strict accordance with the Specifications. At any time of the year, except when the ground is frozen, when all construction related activities are completed, seeding and planting shall be accomplished by the Contractor on all graded and disturbed areas in accordance with these Specifications. The responsibility of the Contractor is to accomplish the completion of the fill and grading work, and maintain all reseeded areas until an adequate level of germination and stabilization has been obtained. Contractor is responsible for regrading, reseeding, etc., should any erosion occur prior to stabilization. All work shall be done in accordance with the 2011 Maryland Standards and Specifications for Soil Erosion and Sediment Control Handbook.

#### 2) FINISHED SEEDING

- A. <u>Site Preparation:</u> Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application and anchoring.
- B. <u>Seedbed Prep and Seeding:</u> Seedbed preparation and temporary seeding shall be accomplished at any time of the year except when the ground is frozen and within 15 days after the completion of the fill, grading and topsoiling operations. When the ground is frozen, seeding shall be postponed until seedbed preparation can be accomplished as described.

## B. Seeding Tables:

### TEMPORARY SEEDING SUMMARY

	SEED MIX	XTURE (HARDINE From Table B	* FERTILIZER RATE (10-10-10)	* LIME RATE		
No.	Species	Application Rate (lb/ac)	Seeding Dates	Seeding Depths	, ,	
1	Annual Ryegrass	40	2/15 to 4/30 8/15 to 11/01	1/2"	600 lb/ac (15 lb/1000 sf)	2 ton/ac (100 lb/1000 sf)

### PERMANENT SEEDING SUMMARY

		NE (from Figure I E (from Table B.3	* FERTILIZER RATE (10-20-20)			* LIME RATE		
No.	Species	Application Rate (lb/ac)	Seeding Dates	Seeding Depths	N	P.0 25	K <sub>2</sub> 0	
1	Tall Fescue Perennial Ryegrass White Clover	40 25 5	3/01 to 5/15 8/15 to 10/15	1/4" to 1/2"	45 lb/ac (1.0 lb/ 1,000 sf)	90 lb/ac (2.0 lb/ 1,000 sf)	90 lb/ac (2.0 lb/ 1,000 sf)	2 tons/ac (90 lb/ 1,000 sf)
2	Switch Grass Creeping Red Fescue Partridge Pea	10 15 4	3/01 to 5/15 8/15 to 10/15	1/4" to 1/2"	45 lb/ac (1.0 lb/ 1,000 sf)	90 lb/ac (2.0 lb/ 1,000 sf)	90 lb/ac (2.0 lb/ 1,000 sf)	2 tons/ac (100 lb/ 1,000 sf)
3	Hard Fescue Perennial Ryegrass Flatpea	20 10 15	3/01 to 5/15 8/15 to 10/15	1/4" to 1/2"	45 lb/ac (1.0 lb/ 1,000 sf)	90 lb/ac (2.0 lb/ 1,000 sf)	90 lb/ac (2.0 lb/ 1,000 sf)	2 tons/ac (100 lb/ 1,000 sf)

<sup>\*</sup> The fertilizer and lime rates listed above are meant for a one time application, at the time of seeding.

## 3) RESTORATION OF OTHER AREAS

- A. Any driveways, landscaped areas, plantings, etc. which are disturbed by construction shall be restored to the condition in which it existed prior to the start of construction.
- B. All restoration work shall be performed by the Contractor at no additional cost to The Owner.
- C. The Contractor is responsible for maintenance of all graded and restored areas, including repair of erosion damage, until germination and stabilization are complete.

## 4) MEASUREMENT & PAYMENT

A. There are no pay items under this section. No separate payment shall be made for work under this section. Payment for this section will be included in the contract prices of the items for which this work is necessary.

## SPECIAL FORM OF PROPOSAL

## WEST OCEAN CITY HARBOR, PROPOSED MARINE REPAIRS

County Commissioners of Word 1 West Market Street, Room 1	
Snow Hill, MD 21863	
We hereby submit our proposa	for the following:
PROPOSED MARINE WEST OCEAN CITY H 12826 SUNSET AVEN OCEAN CITY, MD 218	ARBOR UE
After carefully examining the do	ocuments for the subject construction –
Documents & Specifications:	JSH Project #: 2020-019
Addenda numbered:	
	ns on all items of conflict or upon which any doubt arose, the undersigned labor and equipment called for by the said documents for the entire work
BASE BID:	
rider/bumper piles per pier (16	tallation of the new 828+/- I.f. bulkhead, eight (8) 5x20 finger piers with 2 total), and two (2) Class A piles per pier (16 total) and re-construct existing rider/bumper piles, the Lump Sum of:
WRITTEN	DOLLARS (\$)
ADD/ALTERNATE:	
For all work required for the reputher the Lump Sum of:	placement of eighteen (18) in-kind 3-pile cluster/dolphins in same footprint,
WRITTEN	DOLLARS (\$) FIGURES
(Sign for Identification)	

## **SCHEDULE OF UNIT PRICES**

The following unit prices, if accepted in the award of the Contract, shall be applied in computing the value of changes, additions, deletions, and substitutions, which may be made in the work following the Award of Contract. Each unit price shall include all work, materials, and incidentals necessary to complete the items.

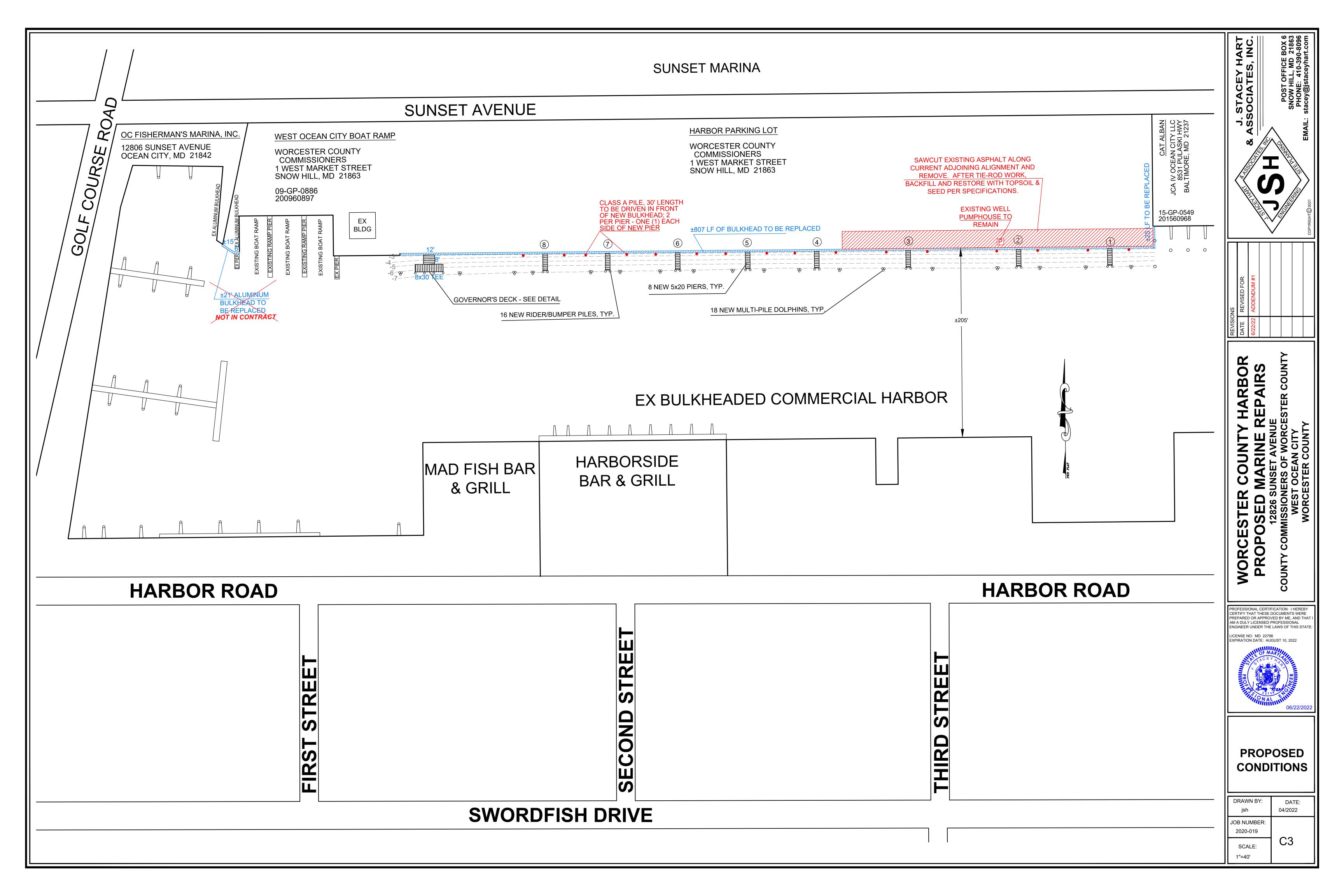
NOTE:	Prices shall be written in both words and numbers.				
1.	Construct Finger Pier, 5x20 with pilings per detail:		each		
2.	Install Piles, 12"-3' butt, 8" minimum tip diameter:				
	25' length	each			
	30' length	each			
	35' length	each			
	40' length	each			
	45' length	each			
	50' length	each			
	55' length	each			
	60' length	each			
	65' length	each			
3.	Install vinyl bulkhead cross-section per detail:				
			/ I.f.		
4.	Install 3-pile cluster/dolphins per detail:				
5.	Install Piles, 30' length, Class A having a minimum circumference the butt, SYP conforming to ASTM D-25:	of 44" as measured			
			each		
	(Sign for Identification)				

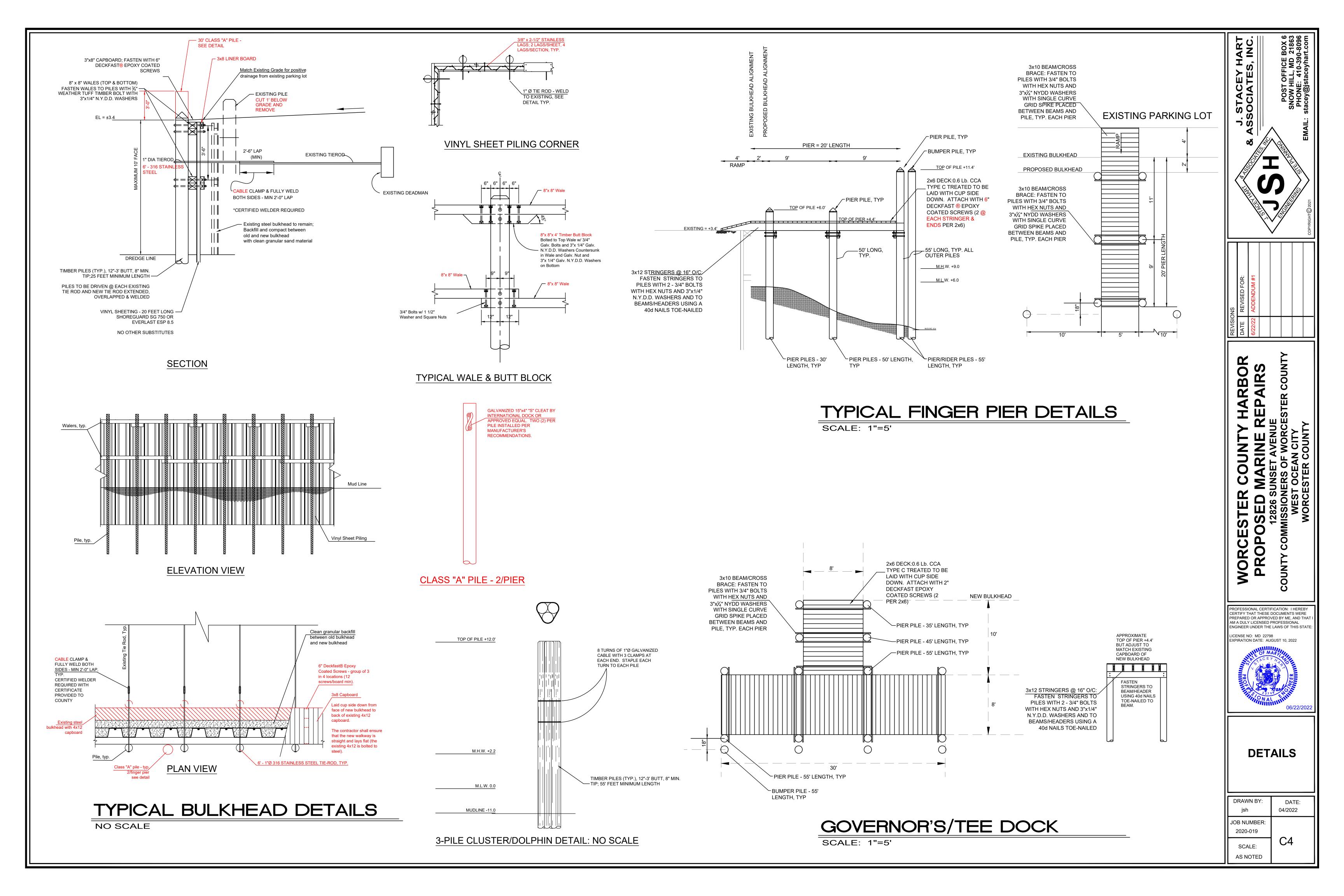
## REFERENCES

List three (3) references for similar services successfully completed on the Eastern Shore within the last three years. Include contact name, address, telephone number and Services consumed. Projects should be similar in monetary value and Scope of work.

Company Name:	
Type of Work:	
Address:	
Town, State, Zip Code:	
Contact Person:	
Telephone Number:	
Date of Service:	
Project Site Address:	
Company Name:	
Type of Work:	
Address:	
Town, State, Zip Code:	
Contact Person:	
Telephone Number:	
Date of Service:	
Project Site Address	
Company Name:	
Type of Work:	
Address:	
Town, State, Zip Code:	
Contact Person:	
Telephone Number:	
Date of Service:	
Project Site Address:	

(Sign for Identification)	





# **Worcester County Harbor-Proposed Marine Repair**

# Sunset Ave, Ocean City, MD

## **PRE-BID Questions (RFI's)**

S.NO	Reference	Item	Description	Response
1	Specification	Geotechnical Report	Please provide the geotechnical report for this project, or any related geotechnical report.	Geotechnical report was not performed
2	Drawing C4	Vinyl Sheet Piling Wall Section	Drawing calls for a pile to be driven at each 1" dia. tie rod:  Will the owner please provide the number of piles to be driven for the vinyl Sheet Piling waler, or the typical spacing between the piles?  What is the typical spacing of the existing tie rods or can you provide us the existing quantity of the tie rods?  In some cases, existing tie rod connections are randomly spaced and very close together and will not allow for piling to be installed as proposed. Please advise how these conflicts will be resolved.	The contractor should familiarize themselves with the project and site conditions. Each contractor is responsible for their own take-off's, including the tie-rods.  If a tie-rod connection proves to be too close to allow for piling, it would be handled in the field during construction.
3	Drawing C4	Vinyl Sheet Piling Wall Section	There are approximately 120 piles inside the existing steel bulkhead wall. Are they to remain as is, cut below existing top of steel wall, or extracted and disposed?  If they are removed, please provide their average length and treatment (creosote)?  Please confirm that contractor will not be generator of HAZMAT debris removed from the jobsite	The creosote piles shall be cut 1' below existing grade and removed.  The Owner/Engineer are not aware of any HAZMAT debris on the jobsite.
4	Drawing C4	Vinyl Sheet Piling Wall Section	The drawing shows the proposed length of vinyl sheet piles for bulkhead are to be minimum 25 ft, but the existing bottom depth can be varied through the entire length of the bulkhead.  Please provide the average elevation of the mudline or dredge line for the entire existing bulkhead?	The sheeting length is 20'; the pile length is 25'. The length of materials are not dictated by the mudline.  The contractor should familiarize themselves with the project and site conditions.

S.NO	Reference	Item	Description	Response
5	Drawing C4	Vinyl Sheet Piling Wall Section	Should it be assumed that piles for the vinyl sheet wall bulkhead will be driven to full length?  If sheeting does not drive to grade, are there any specific cut-off requirement?	Yes. Cut-off's are not permitted.
6	Drawing C4	Vinyl Sheet Piling Wall Section	When cutting the existing rod, will the contractor need to support the existing steel bulkhead?  If required, will the owner please provide the sequencing of this construction activity?	You should <b>NOT</b> cut the tie rod.
7	Drawing C4	Vinyl Sheet Piling Wall Elevation	Are the existing tie rods fully threaded?	We do not know.
8	Drawing C4	Typical Wale and Butt Block and Vinyl Sheet Piling Section	Please confirm the new timber waler dimensions.  Section in the drawing shows 8" X 8" wales whereas typical wale and butt block detail shows 6" X 8" dimension.	8x8
9	Drawing C4	Typical Wale and Butt Block and Vinyl Sheet Piling Section	Are existing steel walers to be removed or modified in any way by the contractor?	They are to remain
10	Drawing C4	Capboard shown on Vinyl Sheet Piling Section	Please provide the spacing between 6" deck fast epoxy screws for 3" X 8" Capboard or the required quantity?  Should bidders assume 2 fasteners at each end of deck board?	There should be four (4) groups of three (3) screws (minimum).
11	General	Benchmark`	Is there an existing benchmark for the project and if so, where is it located?  If not, who will be providing baseline survey information?	A benchmark will be provided.  The bulkhead will follow its current alignment.
12	Drawing C4	Vinyl Sheet Piling Tierods Excavation	What are the specific requirements for restoration of the site?  Pavement Restoration and Soil Restoration are not included in the Bid items  Please provide guidance on pavement requirements and measure for payment.	See Specification Division 2, Section 02220 – Restoration of Graded & Disturbed Areas in the Addendum.

S.NO	Reference	Item	Description	Response
13	Drawing C4	Vinyl Sheet Piling Tierods Excavation	There is existing topsoil and asphalt pavement at piers? Will existing topsoil and asphalt pavement will be restored or there will be different details for these areas?	See Specification Division 2, Section 02220 – Restoration of Graded & Disturbed Areas in the Addendum.
14	Drawing C4	Existing Bulkhead	Are there any HAZMAT conditions in the project area which would interfere in excavation of tie rods or other construction activities?	The Owner/Engineer is not aware of any HAZMAT debris on the jobsite.
15	Drawing C4	Deadman for Existing Bulkhead	Please provide the distance from the existing bulkhead to the existing Deadman.  This is related to the excavation required to splice new to existing tie rods.	You will not be excavating to the deadman.
16	Drawing C1 Part 1, 1-1. D	Permits	Please provide a copy or status of MDE, ACOE and Worchester County permits?  No permits were provided as noted on the drawing.	Permits are in hand and will be provided to the successful vendor.
17	Drawing C4	Pile Driving	Please provide the details for driving criteria.  Are restrikes required after initial pile driving, and if so, how many and after how many days?	You do not hammer vinyl sheeting. It is assumed that the contractor would use the same equipment, a vibratory hammer for the piles.
18	General	Piles	Are any piles removed to be tested before disposal?  Can any project waste be disposed of at Worcester County facilities?  If so, are there any conditions or restrictions, tip fee waivers?	No.  Worcester County has a Landfill. Removal and disposal is to be included in the Base Bid.  There are no fee waivers.
19	Drawing C4	Typical Finger Pier Detail	Please confirm the M.H.W. and M.L.W. elevations in the typical finger pier details.  Typical finger detail shows M.L.W. at 6 ft. and M.H.W shows 9 ft.  The difference of elevation is 3 ft. whereas Datum comparison shows 2.13' ft. of difference in elevation between M.H.W and M.L.W.	Tidal range varies with a maximum of 3'. The datum comparison is primarily to show the difference between NAVD (plans) and MLW (permits). The permits will be provided to the Successful Vendor.

S.NO	Reference	Item	Description	Response
20	Drawing C4	Bulkhead	Please provide drawings for Existing Bulkhead?	There aren't any. But it is believed that there is another bulkhead behind the existing steel.
21	General	Schedule	Please provide us the preliminary schedule or contractual completion date.  Please confirm that there are no liquidated damages or any other penalties?	Completion by March 15, 2023.  Liquidated damages are covered in the General Conditions.
22	Specification Division 1- Section 01000-Part 2- A	Pier's accessibility	Please provide more information on the schedule of the boats that are docked at the site.  Reference the work schedule and coordination with Worcester County, will the contractor be restricted to access any part of the project site during the construction?  Will there be a minimum number of existing docks required to remain in service during construction?	The boats will remain docked and not be relocated. They will move and lay side by side as you work. Thus, the pier work will need to proceed to allow the boats to move. It is assumed that 3 – 4 docks will remain in service during construction.
23	Bid Form- Section 02000-Part 1.5- B	Utilities- Reference	Please provide the as-builts for electrical panels, water utilities and communication devices present at the end of piers?  Please provide the information for temporary support of utilities that are required.	There are none. The utilities have been there many years. Please call Miss Utilities and proceed with caution. As the contractor, you will be responsible to provide adequate support for any utilities during construction.
24	Drawing C4	Existing Bulkhead	What is the liner board in existing bulkhead as referenced in the detail?  Is there any construction or demolition activity related to this, and if so, please advise?	See revised detail.
25	General	Bid	Are you considering postponing the bid? If so, for how long?	No.
26	Drawing C4	Existing Piers	Can existing pier piles remain in place and cut 1-foot below the mudline?	No.
27	Specifications Section 02000 para. 1.5	Permits	Will any permits be required to store material or equipment on site?	No.