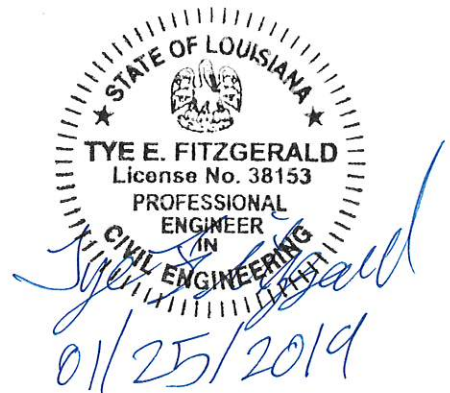


**ADDENDUM 3 TO BID DOCUMENTS FOR THE  
NORTHWEST TURTLE BAY MARSH CREATION PROJECT (BA-0125)  
JEFFERSON PARISH, LOUISIANA**



**STATE OF LOUISIANA  
COASTAL PROTECTION AND RESTORATION AUTHORITY  
January 25, 2019**

**ADDENDUM 3 TO BID DOCUMENTS  
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The interpretations, corrections or changes in this addendum supersede the requirements in the Bid Documents dated December 2018 stamped and sealed by the Engineer of Record on 12/12/2018. The Successful Bidder shall be issued an updated set of Contract Documents based on all addenda.

**Bidders shall acknowledge receipt of this addendum in the Louisiana Uniform Public Work Bid Form.**

**I. CPRA Response to Bidder Questions:**

**Question 1:** Can you please provide estimated values for the Northwest Turtle Bay Project?

**CPRA Response 1:**

The Engineer's Estimate of Probable Cost is approximately sixteen million dollars (\$16M).

**Question 2:** In reference to the Access Channel Dredging, the Plans show a maximum dig depth of 6 ft for both access to the proposed Sheet Pile Wall and access to the Borrow Area. Further, the Plans attached to the USACE Permit MVN 2012-2615-EPP show an allowed dig depth of 8 ft for the Access Channel to the proposed Sheet Pile Wall. The Permit Plans indicate that Access Channel dredging is allowed for access to the Borrow Area, but do not provide a cross section showing the allowed depth.

- a. What is the tolerance for the Access Channel depth?
- b. What is the permitted dig depth for access to the Borrow Area?
- c. Would the Owner please consider allowing a dig depth of 8 ft for access to the Borrow Area and proposed Sheet Pile wall, to allow the use of proper equipment to perform the Work?

**CPRA Response 2:**

- a. As shown on Plan Sheet 8, the maximum allowed elevation for Access Channel Dredging is -6.0 feet NAVD88 Geoid 12A. There is no associated tolerance with the Access Channels. The Contractor shall not exceed the maximum elevation shown on the Plans.
- b. The Access Channel from the Harvey Cut to the Borrow Area labeled East Access Dredging has a maximum allowed elevation of -6.0 feet NAVD88 Geoid 12A as shown on Plan Sheet 8.
- c. No revision will be made.

**Question 3:** Can the Owner please specify the installation locations of the settlement plates and instrumented settlement plates?

**CPRA Response 3:**

Settlement Plate and Instrumented Settlement Plate locations have been delineated in **Addendum 1**.

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**Question 4:** Paragraph 400.5.3 states: "The Contractor shall begin placement of the dredged material in either the southern discharge zones (Discharge Zones 3 and 4). The Contractor may not place dredged material into Discharge Zones 1 and 2 without prior approval from the Engineer." Further, Sheet 6 of the Plans shows that Discharge Zones 3 and 4 are the northern discharge zones.

- a. Can the Owner please confirm the location of the discharge zones, and which zones are to be filled first?
- b. Can the Owner please also confirm the quantities to be placed in each discharge zone?
- c. With regards to quantity placed in each discharge zone, will this be measured by Borrow Area survey?

**CPRA Response 4:**

- a. The Fill Zone locations have been corrected in **Addendum 1**. The two southern-most Fill Zones (3&4) are to be filled first.
- b. The quantities presented on Revised Plan Sheet 6 in **Addendum 1** have the correct quantities with associated Fill Zones. These quantities correspond to the Fill Zones in TS-400.5.3 of the Specifications.
- c. Yes (See TS-400.11)

**Question 5:** Is the Bid Quantity for TS-400 Hydraulic Dredging and Marsh Fill based on expected Cut Quantity from the Borrow Area?

**CPRA Response 5:**

Yes.

**Question 6:** Could the Owner please provide the XYZ data for the surveys performed for the access channels, equipment routes, marsh creation areas, and borrow areas?

**CPRA Response 6:**

The XYZ data for all surveys is provided in electronic form from the link listed in Appendix I.

**Question 7:** Sheet 24 of the Plans shows Survey Transects A1 through A40 for the Equipment Corridors. Further, Sheet 29 shows Survey Transects A1 through A59 for the Equipment Corridors. The Cross Sections on Sheet 38-40 show Transects A1 through A40, but do not dictate whether these are from Sheet 24 or Sheet 29.

- a. Can the Owner please differentiate between the transects on Sheet 24 and Sheet 29?
- b. Can the Owner please clarify which sheet the Cross Sections on Sheet 38-40 are from?

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c. Can the Owner please provide Cross Sections for the other set of A## transects?

**CPRA Response 7:**

a. Sheets 24-28 of the Plans show all of the survey transects taken during the design of the project. Sheets 29-35 of the Plans show the construction survey transects that the Contractor will perform throughout construction activities. While similar, the construction survey layout is different from the design survey transects collected during design of the project.

b. The Cross Sections shown on Sheets 38-40 correspond to the transects presented in the Design Survey Layout on Sheet 24 of the Plans.

c. There are no Design Cross Sections corresponding to the Construction Survey A## Transects presented on Sheet 29 of the Plans.

**Question 8:** Is there an estimated budget/cost?

**CPRA Response 8:**

See **CPRA Response 1.**

**Question 9:** Can the maximum production requirement of 700 cubic yards per hour be increased? By limiting production to 700 cubic yards per hour, the contract price will be substantially greater than if production was not limited.

**CPRA Response 9:**

See TS-400.5.1.

**Question 10:** Can the Contractor discharge into multiple zones of the West Marsh Creation Area simultaneously?

**CPRA Response 10:**

The Contractor may discharge into multiple Fill Zones of the West Marsh Creation Area simultaneously with prior approval from the Engineer provided the Contractor does not exceed the maximum hourly production rate of 700 cubic yards per hour for the entire West Marsh Creation Area. Multiple Fill Zones does not equate to multiple Marsh Creation Areas in relation to maximum production rates.

**Question 11:** Section TS-400, paragraph 400.5.1 states “The Contractor shall not exceed a maximum hourly production rate of 700 cubic yards per hour of dredged material placed into a single Marsh Creation Area.” Why does the East Marsh Creation Area have a maximum production of 700 cubic yards per hour if it is a fully enclosed traditional marsh creation area?

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**CPRA Response 11:**

The maximum hourly production rate has been imposed to promote dredge fill material retention within the Marsh Creation Areas.

**Question 12:** Please describe the protection measures required at all locations with equipment crossing existing pipelines in the East Marsh Creation Area.

**CPRA Response 12:**

See TS-300.3.1. It is expected that the Contractor will seek approval from, and coordinate with, the pipeline owners listed in SP-11 on these protective measures.

**Question 13:** Section TS-400, paragraph 400.4.1 states “Additional materials such as logs, stumps, snags, tires, scrap and other materials may be encountered within the Project Site. If any of these materials, including shells and oyster shells are encountered, the Engineer will determine if they shall be dispersed within the Project Site or removed and properly disposed of by the Contractor. No additional payment for dispersed material shall be made.” Why is the contractor being held responsible for moving an unknown quantity of shell in the project area? Shell is naturally occurring in the environment; why would you want to remove it?

**CPRA Response 13:**

See revised TS-400.4.1 in Section II Revisions to Specifications to the Addendum for clarification.

**Question 14:** Is the contractor required to dredge material down to -20.0'? Is there a dredging tolerance elevation?

**CPRA Response 14:**

No. There is no associated tolerance with the Borrow Area. The Contractor shall not exceed this maximum dredging elevation.

**Question 15:** Can the contractor dig the access channel wider than 60 feet?

**CPRA Response 15:**

The Coastal Use Permit that CPRA has obtained for the Access Channels has a maximum dredged bottom width of 60 feet. The Owner would consider applying for a permit modification to widen the permitted access channel bottom width provided said permit modification does not delay the construction schedule. No additional compensation will be due to the Contractor as a result of modified permitted access channel dimensions. Furthermore, the Contractor shall be responsible for collecting any additional data, assisting CPRA with responses to questions from regulatory agencies, and adhering to any additional permit restrictions resulting from said modification at no additional expense to the Owner. The Contractor shall submit any proposed modifications to the permitted access channel dimensions in the Work Plan for approval by the Engineer.

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**Question 16:** In reference to Paragraph 400.5.1, “The Contractor shall not exceed a maximum hourly production rate of 700 cubic yards per hour of dredged material placed into a single Marsh Creation Area. The Contractor may conduct dredge material discharge operations in both Marsh Creation Areas simultaneously, yielding a combined maximum hourly rate of 1,400 cubic yards per hour.”

- a. Would the Owner please consider removing the production rate requirement to avoid putting limitations on production rates of equipment that can exceed this restriction? By limiting production rates this is causing more productive dredges to be more costly and therefore raising the cost to complete this project.
- b. If the Owner will not remove the above wording, will the Owner please explain the reasoning behind the production rate restriction?

**CPR A Response 16:**

- a. No revisions will be made.
- b. See **CPR A Response 11.**

**Question 17:** Please make available to bidders a copy of the Pre-Bid meeting sign-in sheet.

**CPR A Response 17:**

See **Addendum 1.**

**Question 18:** SP-2 identifies that all work shall be performed in daylight hours only unless otherwise stated in specifications. TS 400.5.1, states that Daily Progress Report shall be for a 24 hour period. Additionally, TS 400.5.3, last sentence on page 75 states that Engineer may instruct Contractor to restrict pumping to daylight hours in West Marsh Area. Please confirm that dredging activities can occur on a 24 hour, 7 day per week basis for both West and East Marsh Areas.

**CPR A Response 18:**

Hydraulic dredging operations may be performed 24 hours a day, 7 days per week for both Marsh Creation Areas. As noted in TS-400.5.3, the Engineer reserves the right to restrict West Marsh Creation Area hydraulic dredging operations to daylight hours should it be determined excessive material loss is occurring.

**Question 19:** Please clarify that the hourly maximum dredge production limit of 700cy per hour applies to a continuous hour of pumping into a single Marsh Creation Area, East or West.

**CPR A Response 19:**

The hourly maximum dredge production limit of 700 cubic yards per hour does apply to one continuous hour of pumping into a single Marsh Creation Area, East or West. If the Contractor has

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hydraulic dredging operations under way in both the West and East Marsh Creation Areas, a maximum production rate of 700 cubic yards per hour to **each** Marsh Creation Area would be allowed.

**Question 20:** Please clarify how and why the maximum and average production limits were established. Do these limits target a specific maximum pipeline flowrate, a specific pipeline slurry density and a specific material in-situ density?

**CPRA Response 20:**

The purpose of the production rate limit is to promote dredge fill material retention within the Marsh Creation Fill Areas and are based on previous construction Marsh Creation project experience. The production rate limit is not tied to a specific maximum pipeline flowrate, a specific pipeline slurry density, or a specific material in-situ density.

**Question 21:** Please clarify how the maximum hourly production will be calculated.

**CPRA Response 21:**

The maximum hourly production rate will be self-reported daily to the Engineer by the Contractor as part of the Daily Progress Report provided in **Appendix L** of the Specifications. The method of calculation shall be provided in the Work Plan to be approved by the Engineer.

**Question 22:** A specified maximum hourly production rate does not take into account regularly occurring pumping downtime that is associated with normal dredge operations. Any downtime allows for marsh fill material to settle and should be taken into consideration when evaluating material flow into surrounding areas. We recommend the production limitation be evaluated based on a daily average production rate that includes pumping time and non-pumping time.

**CPRA Response 22:**

The maximum production rate will remain on an hourly basis.

**Question 23:** In 400.5.3 last paragraph on page 75 reads “Should the Engineer determine that a significant amount of marsh material is escaping outside of the West Marsh Creation Area, the Engineer may instruct the Contractor to reduce the dredge flow rate, change the location of the dredge material discharge, and/or immediately restrict the West Marsh Creation Area pumping operations to daylight hours only.” Please clarify what methods will be taken by Engineer to establish what a significant amount of escaping material.

**CPRA Response 23:**

The Engineer will utilize methods such as visual inspection and surveys to determine if the material losses outside of the West Marsh Creation is excessive.

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**Question 24:** With no continuous containment dikes at the WMCA the logic for establishing a production limit may be warranted. The EMCA is fully contained with dikes and will be more manageable for discharge into surrounding areas. Please clarify why there is a maximum production rate limitation for both areas.

**CPRA Response 24:**

See **CPRA Response 11.**

**Question 25:** GP-43 allows for Contractor to receive adjustments for Change Orders, Field Orders or Amendments. However, it does not appear that Contractor will be entitled to a unit rate adjustment unless the dredged quantity exceeds 25% of advertised quantity. With consideration to TS 400.5.3, Engineer may instruct Contractor to reduce the dredge flow rate and/or restrict West Marsh Creation Area pumping to daylight hours only. These production changes directly influence the unit rate. We ask that GP-43 be updated to include Contractor entitlement to unit rate adjustment compensation from Engineer-directed changes of such nature.

**CPRA Response 25:**

No revisions will be made to GP-43.

**Question 26:** Per 400.5.3 “The Contractor shall begin placement of the dredged material in either the southern discharge zones (Discharge Zone 3 and 4)”. Sheet 6 in plans show the southern discharge zones as Zones 1 & 2. Please clarify.

**CPRA Response 26:**

See **CRPA Response 4a.**

**Question 27:** Per 400.5.3 Contractor shall pump the dredged material into each discharge zone until the maximum dredged material quantity is achieved before relocating to another discharge zone. Limiting pumping to one zone restricts time for material settlement within that zone. If Contractor is permitted to alternate pumping between two zones prior to achieving the maximum quantity for each zone then a longer settlement time will be available for a zone whilst contractor pumps in the other zone. We ask that Contractor be permitted to alternate pumping into two or more zones prior to filling a single zone with maximum quantity.

**CPRA Response 27:**

The Contractor may propose to place material into multiple Fill Zones in the Work Plan to be approved by the Engineer. Per TS-400.5.3, the Contractor shall provide the anticipated discharge locations within each discharge zone and sequencing of material placement in the Work Plan for approval by the Engineer.



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**Question 28:** In 400.5.3 Table 2 maximum dredged material quantities are identified for the West Marsh Area. Contractor shall pump max dredged quantity into each zone but shall not exceed max marsh elevation within a zone. Will Contractor be permitted to exceed the max dredged quantity in a given zone if the maximum marsh elevation is not exceeded or should Contractor assume that 960,000cy, the cumulative in Table 2, be placed into the West Marsh Area.

**CPRA Response 28:**

See **TS-400.5.3** paragraph 2. The Contractor shall not exceed the quantities for each discharge zone listed in **TS-400.5.3 Table 2** without prior approval by the Engineer.

**Question 29:** Sheet 3 of 79 identifies areas within Harvey Cutoff for “potential booster placement”. Is Contractor permitted to place booster outside of these areas, in open water?

**CPRA Response 29:**

The Engineer has provided permitted booster locations in the Plans. The Owner would consider applying for a permit modification for alternative booster locations provided said permit modification does not delay the construction schedule. No additional compensation will be due to the Contractor as a result of modified permitted booster locations. Furthermore, the Contractor shall be responsible for collecting any additional data, assisting CPRA with responses to questions from regulatory agencies, and adhering to any additional permit restrictions resulting from said modification at no additional expense to the Owner. The Contractor shall submit any alternate booster locations in the Work Plan for approval by the Engineer.

**Question 30:** There is mentioned in 311.6 that the sheeting will be cut and capped as shown on the plans. An elevation is given, but there is no indication of a cap on the sheeting. Is a cap to be installed on the sheeting and if so, is something specific required?

**CPRA Response 30:**

The sheeting will be cut to the constructed elevation with no cap required upon Acceptance of the West Marsh Creation Area. See revised TS-311.6 in Section II Revisions to Specification.

**Question 31:** There is reference in 311.3, Protective Coating, that the sheeting is to be primed before the coal tar-epoxy is installed, but the type of primer is not called out, such as inorganic zinc, ETC. Is there a specific primer that should be considered?

**CPRA Response 31:**

The primer must be compatible with the coal tar epoxy-polyamide coating specified in TS-311.3. The Contractor shall submit the proposed primer in the Work Plan for approval by the Engineer.

**Question 32:** The use of temporary interior training dikes within a fill area allow a Contractor to better control hydraulically pumped material to ensure final design elevation and manage migration of material into surrounding areas. We request that Section 400 of the Technical Specifications be

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modified to include Contractor construction of temporary training dikes as a method for Contractor to ensure marsh elevations comply with the specified tolerances and prevent marsh material escaping outside of the marsh creation area.

**CPRA Response 32:**

See **TS-300.6**.

**Question 33:** Can the bid date for Northwest Turtle Bay Marsh Creation Project be postponed by one week?

**CPRA Response 33:**

See **Addendum 2**.

**Question 34:** Office for owner specified in SP-10-Location?

**CPRA Response 34:**

Location can be determined by the Contractor and included in the work plan for approval. The office for owner can be either water based or land based. If it is land based it should be near the project site at the contractors land based access area and the Resident Project Representative must be provided unrestricted access to the project site with transportation as specified in SP-9.

**Question 35:** TS-100-100.3, 50% payment of mobilization/demobilization will be paid once “both” pipelines to east and west areas are complete. Could that be changed to 25% for each area including dredge mobilization?

**CPRA Response 35:**

No revision will be made.

**Question 36:** What is the engineers estimate?

**CPRA Response 36:**

See **CPRA Response 1**

**Question 37:** Please confirm Liquidated Damages (\$5,470 per calendar day) are assessed in lieu of actual damages.

**CPRA Response 37:**

As stated in the Instruction to Bidders, the Bidder shall agree to pay as Liquidated Damages the amount of **Five-Thousand Four-Hundred Seventy Dollars (\$5,470.00)** for each consecutive calendar day for which the work is not complete, beginning with the first day beyond the contract completion date stated on the “Notice to Proceed” or as amended by change order.

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**Question 38:** To reduce unnecessary contingencies in Contractor bids, please include a waiver of consequential damages: “Notwithstanding anything herein to the contrary, Contractor shall not be responsible or liable for any indirect, consequential or special damages of any type or nature whatsoever and howsoever arising, including, without limitation, loss of profits, loss of income, loss of business opportunity, business interruption, loss of use and/or loss of ability to use undamaged component or system parts, whether resulting from negligence, breach of contract or otherwise, and regardless of whether such damages may have been foreseeable.”

**CPRA Response 38:**

No revisions will be made.

**Question 39:** To reduce unnecessary contingencies in Contractor bids, please include provision concerning differing site conditions: “Notwithstanding any other provision of the Contract Documents, the Contractor shall notify the Owner promptly upon the manifestation of: (a) subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents or reference documents, (b) unknown physical conditions of an unusual nature at the site differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the Contract. If the Owner determines that the alleged conditions do exist and cause a material change either in the Contractor's costs or time required to perform the Contract, the Owner will make an equitable adjustment in the contract price to account for the performance of the work involved, and the additional contract time, if any, required to perform such work. If the Owner and the Contractor agree on such adjustment, the same shall be set forth in a Change Order to be executed by the parties. If the Owner determines that the Contractor’s request does not warrant a change order the Contractor shall diligently pursue the Work in accordance with the Owner's direction while retaining the right to claim against the Owner's decision in accordance with the Contract provisions pertaining to claims and dispute resolution.”

**CPRA Response 39:**

No revisions will be made.

**Question 40:** In reference to Paragraph GP-43 subparagraph (b): “Neither the Owner nor the Contractor shall be entitled to any damages arising from events or occurrences which are beyond their control, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, acts of war, and other like matters.”

a. 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.

b. Will the Owner please consider modifying GP-43 as follows: “Neither the Owner nor the Contractor shall be entitled to any damages arising from events or occurrences which are beyond their control, including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God, acts of war, and other like matters. The Contractor’s sole remedy for such delays shall be an equitable adjustment in the Contract Time. The provisions of this section exclude recovery for

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damages caused by the Contractor and compensation for additional professional services by either party.”

**CPRA Response 40:**

- a. The referenced paragraph refers to the Contractor being prevented from completing the Work according to the Contract Price due to the Owner and is not applicable to the question posed.
- b. No revisions to GP-43 will be made.

**Question 41:** 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).

**CPRA Response 41:**

This project is funded through the Coastal Wetlands Planning and Protection Act (CWPPRA) which is involves federal and state funding. This Bid Package does not contain any domestic product preference requirements.

**Question 42:** 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.

**CPRA Response 42:**

The Contractor is responsible for any hazardous materials brought to the Project Site, generated by the Contractor, and/or exposed resulting from construction activities or Contractor negligence. See **SP-2.1**.

**Question 43:** Will the Owner please remove the production cap of 700 CY/WH per disposal area?

**CPRA Response 43:**

No revision will be made.

**Question 44:** Will the Owner please provide a 2 week bid extension so that Contractors may have adequate time to determine accurate pricing?

**CPRA Response 44:**

No bid extension will be provided.

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**Question 45:** Can an Alternate Sheet Pile section be used in lieu of the PZ-22?

**CPRA Response 45:**

The Contractor may propose an alternative sheet pile section in the Work Plan for approval by the Engineer. The Engineer will determine if the alternative sheet pile section meets minimum performance criteria.

**Question 46:** On the page 27 of the plans it shows details for investigated gap closures # 1-5 that are along the West Marsh Creation Southern Perimeter Earthen Containment Dike. However, in the specification there is no mention of the investigated gap closures. Can we assume the intent is to use the specification for Earthen Gap Closures (TS-210.4.2) for pre-construction stakeout and process surveys?

**CPRA Response 46:**

Investigated Gap Closures # 1-5 were surveyed during the Engineering and Design Phase and the results are provided for informational purposes only. The locations of Investigated Gap Closures # 1-5 fall along the West MCA Earthen Containment Dike alignment and are to be surveyed in accordance with TS-210.4.1 for pre-construction surveys and TS-210.5.2 for process surveys along the transects shown on Plan Sheet 33.

II. **Revisions to Specifications:**

1. **Page 30, SP-2.1 Site Examination:** Replace this paragraph with the following:

*“The Contractor shall examine the Project Site and data included in the Appendices of these Specifications to determine the character of the material to be dredged and the condition of the Marsh Creation Areas. Material such as logs, stumps, snags, tires, scrap, debris and other materials may be encountered within the Project Site. If these materials are encountered, the Engineer will determine if they shall be dispersed within or removed from the Project Site. Additionally, geotechnical analysis of the borrow material indicates that the presence of shells and oyster shells are expected to be encountered during dredging operations. Materials including shells and oyster shells shall be dispersed within the Marsh Creation Areas and covered with dredge material in accordance with these Specifications and as shown on the Plans. No Payment for dispersed or removed material shall be made. No consideration shall be given to any claims for additional payments based on the failure of the Contractor to inspect the Project Site and data provided in the Appendices of these Specifications.”*

2. **Page 69, TS-311.6 Maintenance:** Replace this paragraph with the following:

*“The tops of the steel sheet piles shall be cut off to a straight line at the constructed elevation upon acceptance of the West Marsh Creation Area. If the sheet piles become appreciably distorted or otherwise damaged below the cut-off level during driving, the damaged portions shall be removed and replaced at the expense of the Contractor.”*

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**3. Pages 72 & 73, TS-400.4.1 Borrow Material:** Replace this paragraph with the following:

*“The material to be dredged from the Borrow Area has been classified as silty clay with shells and shell fragments throughout the investigated area. Analysis of the borrow material indicates that the presence of shells and oyster shells are expected to be encountered during dredging operations. Hydrometer tests indicate that the major component of the composite samples is silt, with clay generally being the secondary component, followed by sand. Atterberg limits suggest clayey behavior for soil mechanics considerations; however, self-weight consolidation testing demonstrated silty behavior, with settlement generally being less and quicker than a more clay-based soil. Boring logs for the Marsh Creation Borrow Area with descriptions are provided in the Geotechnical Report located in Appendix H. Additional materials such as logs, stumps, snags, tires, scrap and other materials may be encountered within the Project Site. If any of these materials are encountered, the Engineer will determine if they shall be dispersed within the Project Site or removed and properly disposed of by the Contractor. Materials including shells and oyster shells shall be dispersed within the Marsh Creation Areas and covered with dredge material in accordance with these Specifications and as shown on the Plans. No additional payment for dispersed or removed material shall be made.”*

**III. Revisions to Plans:**

**None at this time.**