

## ADDENDUM NO. 2

TAYLOR ENGINEERING, INC.



### INTRACOASTAL WATERWAY – ST. LUCIE REACH I MAINTENANCE DREDGING AND BEACH DISPOSAL

ST. LUCIE COUNTY, FLORIDA  
MARCH 13, 2017



### SUMMARY OF AMENDMENTS TO PROJECT SPECIFICATIONS

- GENERAL:** This addendum is intended to provide prospective bidders with updated geotechnical information, a recently received FDEP permit modification, and revised specifications resulting from new geotechnical information and modified permit conditions
- APPENDIX A -** Project drawings C-2, C-3, C-4, and C-5 have been revised to indicate locations of newly collected geotechnical data. These sheets are also marked up to indicate a reduction in authorized dredge area. **DREDGING FOR THIS PROJECT IS NOW RESTRICTED TO THE AREA BETWEEN CUT SL-5 STA 13+00 AND SL-5 STA 72+00. THIS RESULTS IN A PROJECTED DREDGE VOLUME OF APPROXIMATELY 66,000 CY.**
- APPENDIX B -** FDEP permit modification No. 0327791-001-JC, dated 13 March 2017, has been added to Appendix B.
- APPENDIX D -** Additional Geotechnical data has been provided in the form of an American Vibracore Services Geotechnical Investigation Report, dated 27 February 2017.
- A Sediment Quality Control Plan, dated 13 March 2017, has been provided.
- DIVISION 00** An amended Bid Solicitation (00 10 00) and Bid Schedule (00 41 63A) have been provided. The primary purpose of the revisions is to reflect a reduction in dredge area and dredge volumes.
- DIVISION 01** Amended Summary of Work (01 11 00), Draft Submittal Register (01 33 00A), and Environmental Protection (01 35 43) specifications have been provided.
- The revised Summary of Work reflects reduced dredge area and quantity
  - Revised Draft Submittal Register reflects no need for contractors to provide a Shorebird Monitor. **ST. LUCIE COUNTY HAS AGREED TO COMPLETE SHOREBIRD AND SEA TURTLE MONITORING ON THE BEACH THROUGH THEIR CURRENT ENVIRONMENTAL CONTRACTOR. THE PROSPECTIVE BIDDER IS STILL REQUIRED TO ADHERE TO ALL PERMIT CONDITIONS REGARDING TURBIDITY, AND STANDARD MANATEE AND SEA TURTLE CONSTRUCTION CONDITIONS.**
  - Revised Environmental Protection specification reflects recently issued FDEP permit modification, removal of shorebird monitoring

requirements, and removal of sea turtle monitoring and egg handling requirements.

**DIVISION 35** Amended Dredging and Beach Fill specification discusses potential availability of an additional Intracoastal Waterway waterfront staging area at Harbor Pointe Park in Fort Pierce. Further details on this potential staging area will be disseminated by 3/15/17.

## **SUMMARY OF QUESTIONS AND RESPONSES**

- 1) **QUESTION:** Please consider inserting the following language for a dispute resolution process to include mediation and arbitration;

Mediation Clause:

If the parties elect to adopt mediation as part of their contractual dispute settlement procedure, the following medication clause can be inserted into the contract in conjunction with a standard arbitration provision:

If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Construction Industry Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

Arbitration Clause:

The parties can provide for arbitration of future disputes by inserting the following clause into their contracts:

Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Source: American Arbitration Association, Arbitration Rules & Mediation Procedure. Rules amended and effective 10/01/09. Available on line at [www.adr.org/construction](http://www.adr.org/construction)

**RESPONSE:** The process for claims and claims disputes is outlined in project specification 00 72 00, Article 14, section 14.6.

- 2) **QUESTION:** Please include a provision that has Owner indemnify Contractor for damages/losses/claims to the extent caused by Owner's negligence, recklessness or intentional wrongful misconduct of Owner and persons employed by Owner or used by Owner in the performance of the Contract.

**RESPONSE:** Indemnification is discussed in specification 00 72 00, Article 7.

- 3) **QUESTION:** There is no Responsibility for Pollution provision in the Specs. Please consider adding the following proposed language re: ownership of pre-existing pollution or hazardous material.

A. Waste material is defined as all material from demolition, excavation, dredging, or other source that is unsuitable to, or in excess of the needs of the work, or material that is designated for removal and disposal off of Owner property. All waste materials shall become the property of the Contractor, with the exception of materials containing substances classified as hazardous, potentially hazardous, infectious, toxic or dangerous under applicable Local, State and/or

- Federal regulations which shall be handled and disposed of as directed by applicable regulations and/or the Contract Documents.
- B. Hazardous, potentially hazardous, infectious, toxic or dangerous materials shall be disposed of in strict compliance with all regulations and the Contract Documents and as directed by the Owner.
  - C. The Contractor is solely responsible for the lawful managing and disposal of waste material and shall indemnify, defend and hold the Owner harmless from all liability, damages, Claims, lawsuits, penalties and expenses, whether direct, indirect or consequential (including but not limited to attorney's and consultant's fees and other expenses of litigation or arbitration) arising from or in any way connected with, the demolition, excavation, removal or disposal of materials, except as specified for hazardous materials.
  - D. The value of waste materials, if any, shall be reflected in the total Contract Price.
  - E. Should the Contractor, during the course of the Work, encounter site materials that it believes may be hazardous, potentially hazardous, infectious, toxic or dangerous, it shall immediately notify the Owner.
  - F. The Owner will retain title to all hazardous waste presently on site encountered during demolition, removal, and excavation. This does not include hazardous materials generated by the Contractor, such as used motor oils, lubricants, cleaners, etc. Contractor shall dispose of such hazardous waste according to the Contract Documents, following local, State, and Federal regulations. The Owner will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests for non-contractor generated hazardous wastes. Nothing contained within these Contract Documents shall be construed or interpreted as requiring Contractor to assume the status of Owner or generator of hazardous waste substances for non-contractor generated hazardous wastes.
  - G. Contractor shall follow EPA and all other regulations regarding reporting the disposal of all materials.

**REPOSNSE:** The Environmental Protection specification, 01 35 43, covers all topics related to waste materials and pollution.