



July 6, 2017

City of Rehoboth Beach Ocean Outfall  
Project Number: 2017-001  
**Addendum #2**

To Bidders:

This Addendum #2 is hereby made part of the Bidding Documents on which the Contract will be based, and is issued to modify, explain and/or correct the original Bidding Documents. Please submit bids and be otherwise governed accordingly. **Receipt of this Addendum must be acknowledged on Page 00410-1 of Section 00410 Bid Form.**

#### RESPONSES TO QUESTIONS

##### **Question 1**

Please consider extending the date for submission of bids to July 21, 2017. There are several conditions within the specifications that require time and planning that we had not anticipated prior to receiving the specifications on June 9, 2017.

##### Response

*The submission of bids shall be extended to July 13, 2017. Refer to Changes to Bidding documents listed below.*

##### **Question 2**

Possibility of us using a full face all HDPE flange.

##### Response

*Contractor shall bid HDPE pipe connections as specified in Contract Documents and Engineer will consider alternative connections proposed during the full shop drawing review process. Note that all HDPE flanges shall also incorporate back-up rings as specified.*

##### **Question 3**

Specification Section 02200 Paragraph 1.01.D appears to require the use of a conductor casing at the offshore HDD exit for drill fluid containment during the reaming process and product pipe installation. We believe a conductor casing is unnecessary for containment of drill fluid and will subject the marine equipment and personnel to extended exposure to the harsh winter sea conditions and delays. We request an alternative method be allowed. The alternative method is the same method that we proposed within our Prequalification Application Work Plan, a method which has been used successfully numerous times on HDD outfall projects in the past. The method is described below.

Excavate a sump pit of predetermined volume at the proposed exit point, prior to exiting the pilot hole. The pilot hole will be stopped approximately 15 feet short of the exit point, and the hole will be reamed to its maximum diameter before ever exiting the sea bed into the excavated area. Then, on the chosen day, we will exit the pilot hole into this excavation. The drilling fluids (which will be significantly heavier than the seawater), will settle into the bottom of the excavation. Following the pipe pullback operation all drilling fluids and cuttings in the excavation will be pumped into 21,000 gallons frac tanks located on a

barge. Following the removal, the frac tanks will be off-loaded at a shore facility using vacuum trucks and disposed of at a pre-approved disposal site.

Please eliminate the requirement to use a conductor casing, or clarify that alternative methods that allow for the collection and disposal of the drilling fluids will be allowed.

This sump method has been used successfully numerous times on HDD outfall projects in California. Most recently on the ZA-1 project for Pacific Gas and Electric on six outfalls drilled into San Francisco Bay in the fall of 2014 and prior to that on a project for the Calleguas Municipal Water District Outfall Replacement Project in Port of Hueneme, CA in 2009. Project details and contacts can be provided for your review should you want to seek references for the past projects.

Response

*Contractors are required to base their bids on the Contract Documents which require the use of a temporary conductor casing for drill fluid containment. If the apparent low bidder would like to submit a value-engineering alternative for review during the submittal process, then one will be considered at that time.*

**Question 4**

Please confirm that the cost for the excavation, stockpiling, backfill, and flowable fill necessary for installing approx. 288' of PVC force main are to be included under item B1.

Response

*See Contract Specification Section 01025.*

**Question 5**

Concerning the above question, please confirm that the connection of the new PVC force main to the existing at station 0+00 is not included under Item B1 and would be performed by others unless awarded to the low bidder as contingency Item C1.

Response

*Correct.*

**Question 6**

Concerning the contingency items, please confirm that these items include work that is in addition to that included described under the preceding bid items. Therefore, these contingency items would only be used in the event that additional quantities become necessary as a result of field conditions.

Response

*Correct.*

**Question 7**

Please confirm that 7 day/12-hour work shifts will be allowed for offshore work performed from barges.

Response

*Extended working hours will be allowed. Refer to Addendum #1, Question 5 response.*

**Question 8**

Does the City have or know of a pier, dock or marina from which Contractors could deploy and tie their crew boats?

Response

*This is the responsibility of the Contractor however, previous marine work crew boats have utilized the following areas: Indian River Inlet, DE, Norfolk, VA, Lewis-Rehoboth, DE, Cape May, NJ, and near Leesburg, NJ on the Maurice River.*

**Question 9**

Please note that in comparing the Pile Cap/Diffuser Elevation on Sheet S101 (Detail 1) to Detail 3 on Sheet S-103 we note that the trench depth of 7'-6" may have to be increased to 8'-0" on order to achieve 12" of armor stone cover. Please advise.

Response

*The trench depth is indicated as being plus or minus 7'-6". An 8 foot depth will be acceptable. The 1'-6" dimension from the bottom of pile cap to the bottom of excavation shown in detail 1/S101 should be interpreted as a maximum. The bottom of pile cap should be placed as close to the bottom of excavation as feasible for installation of the pile cap supports. A minimum cover of two feet of material over the diffuser pipe is required. Note also that the final elevation of the mudline over the pipe is shown as -37 feet in detail 3/S103. This should be considered a plus or minus elevation as well. A cover of two feet over the pipe will likely give an elevation of around -36'-6" which is also acceptable.*

**Question 10**

As discussed during the pre-bid meeting, side-casting of the open-trench spoils to the adjacent sea floor is allowed. However, in doing so our concern is that given existing sea conditions, a significant amount of these spoils will be dispersed by naturally occurring subsea conditions. Therefore, the vast majority of the 'Site Excavated Material' (Sheet S-103) will no longer be available for backfilling over the trench after the pipe is installed and the new bedding and backfill materials are placed. The site-excavated material constitutes a very large volume. As much of the excavated trench volume would already be occupied by the newly-placed armor stone and gravel materials, would the City allow the natural filling in of any remaining depressions (above the armor stone) by natural bottom-flow?

Response

*Contractor shall backfill the trench as required per the Contract Documents. The open-cut trench will also include the installed pipe, bedding, and armor stone. In the event that some of the side-casted excavated material is dispersed, there should be enough for backfill placement. However, if there is not an adequate amount of spoils due to dispersion, the Contractor shall backfill the pipe trench with material adjacent to the trench.*

**Question 11**

Considering the above question, if natural filling is not allowed would the Contractor be required to import approved borrow material and if so, how would compensation for such material be made? Is there a specification for this material, if such borrow is required?

Response

*Refer to Question 10 response.*

**Question 12**

Section 02226 - Reference is made to a Pre-Dredge Survey. Who performs this predredge survey and how is it paid for?

Response

*A pre-dredge hydrographic survey was completed by Fugro for the City of Rehoboth Beach and used to develop the ocean floor profile indicated in the Contract Drawings. Section 02226 3.02.F reference to a pre-dredge survey is not intended to have the Contractor perform a new one but to make aware that these elevations were developed following a pre-dredge hydrographic survey to determine the existing conditions.*

**Question 13**

The language for the allowance of Weather days for Open Water Work is not fully clear. For example for March it indicates that 2 Consecutive Days Per Week will not be considered claimable weather days. It does not indicate what happens in Non-Consecutive weather day events. For Example: the Weather

could prevent work on Monday, Wednesday and Friday. Please Clarify when a Weather day would be claimable

Response

Refer to Addendum #1 Question 65 response and Addendum #2 Question 28 response.

**Question 14**

Section 01039 1.04.D.1 - Please verify whether the intent of this paragraph is that the Contractor to Employ the Delaware licensed Surveyor for the duration of Construction on the site.

Response

Correct.

**Question 15**

What was the Engineers estimate for his project?

Response

Refer to Addendum #1 Question 10 response.

**Question 16**

Specification Section 02226 describes the aggregate types A1, A2, and A3. Section 4 Enlarged Backfill Section on plan sheet S103 identifies the layering of the three classes of aggregates. The desired layering of the three classes of aggregates is not feasible from a constructability perspective under 40+ feet of water in the open ocean. We request that the City modify the design to include just one aggregate classification for the full cross section beneath the riprap armor stone. We recommend using the Type A3 material above and below the pipe, then covered by the riprap armor.

Response

*The buildup of aggregate types follows recommendations from the geotech reports in the appendix and experience for building up support for large stone over weaker fine materials without damaging the pipe but we understand the construction challenges. We are open to alternative and effective ways to meet our goals which are bedding the pipe, supporting the armor stone, and not damaging the pipe.*

*For bedding the pipe, the method used needs to give support along its full length. It is acceptable with using only Type A3 if it can be adequately placed under the pipe haunch so that the pipe does not have a gap below it and ends up spanning between collars to support soil above.*

*For supporting armor rock, if the pipe haunch is fully supported as noted above then Type A3 alone is sufficient.*

**Question 17**

Diver and Dive Tender rates were not included in the provided wage decisions. What will the minimum required wages be for Divers and Dive Tenders?

Response

*The following classifications of workers are recognized by the Department of Labor:*

*Asbestos Workers, Boilermakers, Bricklayers, Carpenters, Cement Finishers, Electrical Line Worker, Electricians, Elevator Constructors, Glaziers, Insulators, Iron Workers, Laborers, Millwrights, Painters, Pile Driver, Plasterers, Plumbers/Pipefitters/Steamfitters, Power Equipment Operators, Roofer-Composition, Roofer - Shingle, Slate and Tile, Sheet Metal Workers, Soft Floor Layers, Sprinkler Fitters Terrazzo/Marble/Tile Setters, Terrazzo/Marble/Tile Finishers, Truck Drivers*

*If they are not considered laborers or mechanics by Dept. of Labor, then the job classification is not subject to prevailing wages. The only other possibility is the dive tender may be considered "laborer" if they perform the following:*

**LABORER**

*Laborers may not assist mechanics in the performance of mechanic's work using tools peculiar to an established trade. Their work is to be confined to the following manual tasks:*

- Assisting divers by performing tasks such as handling concrete hoses; handing tools to divers; delivering materials and monitoring two-way communication boxes; pouring epoxy material into piling encasements.*

*Refer to the attached Prevailing Wage Classification of Workers for additional information.*

**Question 18**

Please clarify the pipe sequence of construction. The Sediment and Erosion Control Plan sequence on plan sheet C102 indicates that the landside pipe gets installed before the outfall pipe (HDD installation). This sequence creates a conflict with the installation of the HDD outfall pipe. Please confirm that we will be allowed to install the outfall pipe before installing the landside pipe that spans between the HDD start point and the city forcemain.

Response

*Yes, it will be allowed. The Sediment and Erosion Control Plan sequence on plan sheet C102 is intended to be a suggested sequence of construction.*

**Question 19**

Please confirm the location of the thrust collar along the land pipe - no station indicated.

Response

*Thrust Block shall be installed at Station 2+12+/-.*

**Question 20**

Please confirm if DIP poly encasement is to continue through the thrust collar concrete.

Response

*Yes, continue poly wrap thru thrust collar restraint.*

**Question 21**

Please confirm if the land pipe must be hydro tested with the ocean pipe or if they can be tested separately. Note that if tested separately and after HDD (see sequence question 18 above) a sleeve will be required to make a post-test final connection at the HDD.

Response

*Land based pipe installation and HDD pipe installation may be tested separately.*

**Question 22**

Please provide a detail for the connection to the existing PVC FM. In order to test the new pipe, some form of connection sleeve will be required.

Response

*Pipe can be tested with temporary plug or cap near connection point with PVC force main by others. Contractor shall plan to make final connection between existing installed PVC force main by others and land based outfall connection at Station 0+00 using a restrained coupling. Mega-Coupling Series 3800 is specified in Section 02740, Force Mains.*

**Question 23**

Dewatering specs (02141-2, 3.02.F) say overland discharge of dewatering water not permitted. Please confirm we may discharge via a portable sediment trap device onto land side of dune adjacent to the Deauville Beach site.

Response

*Section 02141 Article 3.02.F states the following, "Large quantities of water shall not be discharged as overland flow. Overland flow is not permitted onto private property." In the State of Delaware, it is the Contractor's responsibility to submit an application for a dewatering permit with the DNREC Water Supply Section (contact: Alan Pongratz, 302-739-9944). This will require a permit application, a proposed dewatering method, and a general drawing showing the area. Following approval, the Contractor will also need to submit the approved plan to the Sussex County Conservation District (contact: Jessica Watson, 302-856-2105) for approval. In preliminary discussions with the Sussex County Conservation District, overland discharge is a typically approved method, however, adequate erosion control measures must be proposed for final approval.*

**Question 24**

Please confirm that land pipe trench spoils (displaced by pipe and flow able fill) can be incorporated with the temporary dune excavation stockpile volume.

Response

*The land pipe trench spoils (displaced by pipe and flow able fill) cannot be incorporated with the temporary dune excavation stockpile volume from the HDD entry pit excavation. Excavated material from the land pipe trench (displaced by pipe and flowable fill) within parking lot may only be reused for the parking lot restoration but will need to be stockpiled and protected separately. If there is excess material from the land pipe trench spoils shall be hauled and disposed of by the Contractor. Excavated material from the land pipe trench (displaced by pipe and flowable fill) west of the parking lot may only be reused west of the parking lot to rebuild the dunes and will also need to be stockpiled and protected separately.*

**Question 25**

Please confirm that alternate public access/parking will be provided to the adjacent tennis courts.

Response

*The tennis courts shall remain accessible to the public. The Contractor shall provide a walking path for the public from the parking lot entrance to the tennis court. The Contractor will not be required to provide a parking space for tennis court users.*

**Question 26**

Bid Item B-5 (Replacement of Parking Lot Gravel): Please confirm that this item includes the removal and disposal of the existing gravel and replacement with 3" of new gravel. Also confirm that the this work includes the No. 67 gravel only and not the subgrade, geogrid and base course show in Detail 2 on Sheet C201. Should a replacement base course be required, can the existing gravel be used as such?

Response

*Bid item B-5 shall be used to redress parking area after construction with 3-inches of No. 67 stone only. This bid item does not include subbase, geogrid, or base course associated with Detail 2. Detail 2 is only associated with the work included in Bid Item B-1 which also includes disposal of excess materials. All trench excavated areas associated with the 24-inch PVC pipe under parking areas shall be restored to include subbase, geogrid, and base course installation per detail.*

**Question 27**

Addendum 1, response to question No. 65 concerning the term 'consecutive days': the term consecutive appears to apply to all of the inclement weather days for a given week that may or may not occur consecutively. Please confirm.

Response

*The number of days of anticipated lost work days per month due to inclement weather for open water marine based work is listed in SC-12.03.G. For weeks spanning multiple months, a weighted average will be used to determine the anticipated lost days per week. The days could either be consecutive or spread out over the week. However, the Progress Schedule shall show the anticipated lost work days due to inclement weather as consecutive for each week.*

**Question 28**

Addendum 1, response to question 65 also addresses additional compensation for inclement weather delays: We're not totally clear as to the intent of the response and submit the following for confirmation/clarification. In the event that inclement weather forces the Contractor to vacate the site to safe harbor, the Contractor will not be compensated for the associated costs unless the number of forced evacuations exceeds those stipulated under 0800 – 12G; i.e., three de/remobilizations during the month of January, 2018. Once the stipulated number of weather days is exceeded (say three days for January, 2018) the Contractor will be compensated for the costs incurred for each forced de/remobilization. However, as an example, if the Contractor is forced to leave the site due to unsafe weather on a Monday and returns on Wednesday and is forced to leave again on Friday, it will not be compensated for the Friday episode or for the associated remobilization. Please confirm. Given 'C' above, after demobilizing from the site due to weather, there will be times when the Contractor will be forced to remain onsite on standby for a time period long enough to ensure that the foul weather fully subsides and to ensure that a second weekly re/demobilization will not become necessary. How will such standby time be compensated?

Response

*Example: For the month of January, it is assumed that one demobilization/remobilization would occur each week with an allowed duration as specified in SC-12.03.G. The number of days would be prorated for weeks spanning two months if different for each month per previous response. The demobilization/remobilization cost must be included in the Bid price for the durations listed in the specifications assuming one demobilization/remobilization per week. The extent of the demobilization/remobilization shall be based on the Bidders knowledge and expectations due to their experience.*

*For simplicity, the following example is based on January work assuming 4 weeks total. It is expected that the Contractor will be working seven days per week during HDD and Marine Work. If the Contractor does not plan to work on weekends, they would not be included as lost days of work due to inclement weather.*

*Example: A Contractor demobilizes due to inclement weather during the first week of January on Monday and remobilizes on Friday. In the third week, the Contractor demobilizes due to inclement weather on Monday, remobilizes Tuesday, demobilizes again due to inclement weather on Thursday and remobilizes on Sunday.*

*Lost days of work for the month due to inclement weather would be four days for the first week (Monday, Tuesday, Wednesday, and Thursday) and four days for the third week (Monday, Thursday, Friday, and Saturday). Over a four week period, this averages to 2 days per week which is less than the allocated allowance; as such, no time extension would be considered.*

*For the January four week period in the example, three demobilizations/mobilizations would have occurred for a total of 8 days. Since four demobilizations/mobilizations are expected over the four week period for a total of 12 days, no additional compensation would be considered.*

**Question 29**

Addendum 1, Question 38 is related to the above question as applied to extension of weather-related contract time and associated compensation: We understand that unexpected weather delays outside of the Contractor's control could be granted, but are subject to re-negotiation with the State. The State may or may not allow time extension(s). If the State allows the open cut time extension(s) liquidated damages (L.D.'s) will still be accrued and charged to the Contractor as per the Contract documents. Why would this occur if the delay is due to unexpected weather delays in excess of those stipulated under 8088 -12D? If the State does not allow the open trench time extension(s) and the job completion must be postponed,

L.D.'s will be charged to the Contractor up to the final completion date, will restart upon the Contractor's return to the site, and will continue to final completion. Why would this be imposed if these delays were promulgated by the 'unexpected weather delays outside of the contractor's control' which is the actual premise of the response? Should this be the case, any prudent Contractor would be forced to carry a substantial estimated cost for liquidated Damage in its estimate.

Response

*Liquidated damages will be imposed if the Contractor is unable to meet the completion dates in accordance with the timeframes set forth in the Contract Documents. The contract duration includes some provisions for bad weather delays outside the Contractors control. If it is determined that unexpected weather delays above and beyond those allotted in the Contract Documents have occurred and cause the Contractor to not meet the completion dates, then as stated in Addendum #1 Question response 38, the Contractor will need to determine the best course of action (construction constraint time extension or a stop Work and re-start Work date) with the State of Delaware. For either option, a time extension will then be granted via a change order and liquidated damages will not be imposed.*

**Question 30**

Addendum 1, response to question 71; Please confirm that the hardware and bolts included under Structural Note F-2 are also to be ASTM F1554 Gr 36 and not 316 stainless steel.

Response

*Yes. Hardware and bolts included under Structural Note F-2 are to be ASTM F1554 Gr 36.*

**Question 31**

Please be informed that the turbidity limit of 50 NTU stated under specification 2226 (page 9) is unreasonable and cannot be achieved, regardless of the excavation method chosen and given the practical and reasonable means of 'nest endeavor' options available.

Response

*Refer to Changes to Bidding documents listed below.*

**Question 32**

Please delete the language "construction equipment, and machinery at the Site" from General Conditions Section 15.02(B)(1). It is not appropriate to have any third party take possession of Contractor's highly specialized marine tools and equipment.

Response

*This language will not be removed.*

**Question 33**

Specification Section 02226 Article 3.12, Paragraph A.1. appears to conflict with General Conditions Article 4 reference to the Contractor's invitation to rely upon the accuracy of the technical data. Specification Section 02226 Article 3.12, Paragraph A.1 refers to Contractor's understanding of the "conditions." To be clear, we do not believe that rock has been identified as a condition anywhere within the bid documents or technical data. This paragraph appears to only define what rock is. Therefore, if rock is found to exist within the pipeline alignment for horizontal directional drilling or excavation, then that would constitute a differing site condition. Please confirm that the City is in agreement with this statement and please revise this paragraph accordingly to reduce contingencies in Contractor bids.

Response

*3.12.A.1. Differing Site Conditions shall not apply to rock and/or water conditions that may be encountered during the construction of this work.*

**Question 34**

Addendum 1, Question 45 response - This response is definitely incorrect. No PDF has been provided to us containing all (or any) of the environmental permits. The additional remark at reply 45 referring to reply is not helpful-it only directs all bidders to go search for all permits individually. The PDF containing all DNREC permits (and nothing else) should still be provided as reply 47 already states.



Response

*A link for the Contractors to download all the permits from the DNREC website in addition to pdf attachments of the DNREC approved permits available has been provided to all the Contractors. Question 34 above was submitted by American Bridge who confirmed receipt of the permits following a resubmitted email sent on June 30, 2017.*

**Question 35**

Addendum 1 indicates bid quantities have changed. A revised bid item Schedule of Values must be provided as soon as possible, incorporating these changes.

Response

*A revised Bid Form is attached.*

**Question 36**

Addendum 1 page 16, bid document change 6E and spec 01010 subpara 1.11.A - This addendum item states Saturday and Sunday work hours can be requested, but the referenced spec paragraph already grants this authority. Please clarify.

Response

*Addendum #1 Changes to Bidding documents, Item 6, provides revised language to the section (SC-6.02) on extended working hours in the Supplementary Conditions. Section 01010 also has language on the allowance of extended working hours. The intent of Section 01010 is to inform the Bidders that extended working hours will be allowed. The intent of the Supplementary Conditions SC-6.02 is to inform the Bidders of the contractual normal working hours and the process for requesting extended working hours.*

**Question 37**

Addendum 1 page 16 (bid document change #7) - This increases the expected bad weather days (ie expensive machinery now idled even longer with no financial compensation). It is now even more essential that specific and significantly expanded work hours (and days) be guaranteed IN ADVANCE of the bid due date in writing. This is critical to bid price cost control. The opportunity to merely request (and the offer to grant an unspecified amount of) extended work hours/days is far too vague to associate a value to.

Response

*The process for extended working hours is not an "opportunity to merely request", it is the procedure the Contractor will need to follow for informing the City of Rehoboth Beach when they intend to work outside normal working hours.*

**Question 38**

Addendum 1 response 8 - The reply does not seem to address the question. The inquiry concerned disposal location of the soil removed during the HDD process. The reply addressed drilling fluids only. Please address the soil.

Response

*See response Addendum # 2, Question 24.*

**Question 39**

reply 38 in addendum 1 - If you direct us to stop work, what is the expected timeframe we would expect to resume work and would liquidated damages be suspended until the work resumption date? (Reply 38 is based on weather preventing an on time completion-this question is based on contractor-caused tardiness)

Response

*The Contractor should not anticipate the City of Rehoboth Beach to stop work.*

**Question 40**

reply 38 in addendum 1 - Sentences 2 and 3 state in part: "In the case of unexpected weather delays"... "liquidated damages will still be accrued"... Please clarify.

Response

*Refer to Addendum #2 Question 29 response.*

**Question 41**

reply 38 in addendum 1 - Last sentence of this reply states in part "...liquidated damages will only be accrued"... Why are liquidated damages again noted in this response after the words "in the case of unexpected weather delays"?

Response

*Refer to Addendum #2 Question 29 response.*

**Question 42**

reply 38 in addendum 1 - Does the last sentence of this reply apply to the case of the project not finishing on time due to the fault of the contractor (instead of weather)?

Response

*Correct.*

**Question 43**

reply 40 in addendum 1 - This states mobilization is unavailable until Oct 1st. Spec section 01010 para 1.07.B.1 authorizes mobilization as of Sept 16. This reply further constrains a work window already subjected to widespread work opportunity limitations. Even more critically, by delaying mobilization until Oct 1st, this project loses what is, by far, its best weather window. Couple this with the Addendum 1 reply that increases the expected bad weather delays later during the contract period, and the schedule threat of reply 40 becomes even greater. Access to the parking lot and beach should be made available by Sept 16.

Response

*Access to the Deauville Beach parking lot and Beach will not be allowed until October 1<sup>st</sup> at the earliest.*

**Question 44**

Addendum 1 reply 65 final paragraph - It states in part "...will not consider demob and remob costs...unless"... This implies financial compensation will be provided due to certain weather delays. However only time extensions are offered in the bid documents (such as supplementary conditions sheet 00800-16.) Please clarify.

Response

*Refer to Addendum #2 Question 29 response.*

**Question 45**

Please confirm the following: A conductor casing at the HDD exit as a means of containing the drilling fluids during the reaming process and product pipe installation (as described in Specification Section 02200 Paragraph 1.01.D), may be replaced by a substitute method that equally contains the drilling fluid and prevents the drilling fluid from becoming subject to dispersal within the water column, and allows for the extraction, removal and proper disposal of the drilling fluid; subject to the approval of the Engineer.

Response

*Refer to Addendum #2 Question 3 response.*

**Question 46**

The specifications call for a UXO Supervisor and UXO specialist who are graduates of Navy EOD School. It is suggested that the requirements be changed to reference positions described in Department of Defense Explosive Safety Board (DDESB) Technical Paper 18, Minimum Qualifications for UXO Technicians and Personnel. Equivalent DDESB positions include a Senior UXO Supervisor (SUXOS) and a UXO Technical Level II. TP 18 is the industry standard guidance for personnel qualifications.

Response

*This will be added to the specification. Refer to Changes to Bidding Documents below.*

**Question 47**

Our analysis indicates a potential for UXO with the probability likely "low" due to the locations of historic ranges associated with Fort Miles. Is any additional data available regarding the potential for UXO within the construction footprint available for review.

Response

*There is no additional data available.*

**Question 48**

Will the USACE be involved with or overseeing the project in terms of providing UXO support.

Response

*The USACE will not be overseeing the project in terms of providing UXO support. However, if a UXO is uncovered, it is assumed the USACE will be involved.*

**Question 49**

The specifications call for a 'work plan'. What is the projected scope of work that the City envisions for UXO? For example, UXO construction support / avoidance) our recommendation) work plan is more streamlined than a detailed removal action work plan.

Response

*The work plan scope shall be inclusive of UXO construction support / avoidance and does not intend to be a detailed removal action work plan.*

**Question 50**

The specification calls for the development of 'ordinance removal procedures. Please clarify the intended scope of the removal action. The maps provided in the source data indicate only a small number of magnetic and/or sonar targets within close proximity of the proposed pipeline which may or may not be UXO related. Is the intent to clear those targets and others?

Response

*The intent is not to clear those targets but to provide awareness to the Contractors for planning purposes and typical avoidance.*

**Question 51**

Are detailed reports available for the magnetic and sonar surveys conducted in the area which may provide additional information on whether or not the nearby targets are UXO related.

Response

*Detailed reports are not available. The geophysical data provided in the appendix was for the purposes of identifying the presence of magnetic objects at or near the seafloor.*

**Question 52**

UXO operations can be expensive and manpower intensive. Would the City consider applying similar practices as the USACE does for low probability UXO sites? This would include an on-site Ordinance and Explosive Safety Specialist (the Government equivalent of a Senior UXO Supervisor) to provide guidance and support in the event UXO is found with the ability (as a contract option) to increase the support to include a UXO response team. In other words, have a UXO response team on call. This would reduce costs for the City versus having a UXO response on-site at all times.

Response

*Yes. Applying similar practices as the USACE does for low probability UXO sites is acceptable.*

**Question 53**

If UXO is found, will the contractor be responsible for its disposal or will the City request military (U.S. Navy) Explosive Ordinance Disposal support to respond to finds (a practice that the USACE utilizes at low probability sites)?

Response

*The City will request military (U.S. Navy) Explosive Ordinance Disposal support to respond to UXO finds. It will not be the responsibility of the Contractor.*

**Question 54**

Please confirm that the Maryland DOT specification for stone riprap will be acceptable in lieu of the specified Armor Rock (Rip-Rap) R-4 material that is described in Specification Section 02226. The specification from Section 02226 is listed below and the Maryland DOT specification is listed below that. This request is made because the Maryland DOT spec rip-rap is available at sources with access to marine transportation, whereas the Specification Section 02226 armor rock rip-rap is not.

From Rehoboth Beach Specification Section 02226:

**ARMOR ROCK (RIP-RAP)**

- A. Armor rock (Rip-Rap): Use rip-rap R-4 as ballast rock or armor stone. Use angular material with thickness equal to at least 1/3 of its longest dimension. Specific gravity shall be at least 2.5.
  - 1. Gradation by percent of weight
    - a. 12" stone: 100
    - b. 6" Stone: 0-15

From Maryland DOT:

**901.02 STONE FOR RIPRAP, CHANNELS, DITCHES, SLOPES, AND GABIONS**

Use field or quarry stone of approved quality. Stone may be certified from a source previously approved. Ensure that maximum dimension does not exceed four times the minimum dimension.

901.02.01 Stone for Riprap. Ensure that stone for riprap is uniformly graded from the smallest to the largest pieces as specified in the Contract Documents. The stone will be accepted upon visual inspection at the point of usage, as follows:

**CLASS 1 Riprap**

- a. Heavier than 150 lb = 0% (percent of total, by weight)
- b. Heavier than 40 lb = 50%
- c. Less than 2 lb = 10% max

Note: Optimum gradation is 50 percent of the stone being above and 50 percent below the midsize. Reasonable visual tolerances will apply.

Response

*Maryland DOT Class 1 Rip Rap is acceptable to meet the intended specification for rip rap.*

**CHANGES TO BIDDING DOCUMENTS**

1. Invitation to Bid, CHANGE “until 2:00 pm, Tuesday, July 11, 2017” to “until 2:00 PM, Thursday, July 13, 2017”.
2. Section 00410 Bid Form, DELETE in its entirety and replace with the attached Section 00410 Bid Form.
3. Section 01025 Bid Item Description A-8, Part B. Description, DELETE the paragraph in its entirety and REPLACE with the following:  
  
“Under this Item, the Contractor shall furnish all labor, materials, and equipment necessary to furnish and install diffuser assembly as shown on drawings and specified. Including fasteners, bolts, and connections; HDPE removable flanges, staging, diffuser nozzles and backup rings; concrete ballast collar installation; marine dredging and trenching, furnishing all bedding and armor rock, backfill trenches, as specified in accordance with the Contract Documents.”
4. Section 01025 Bid Item Description B-2B, Part B. Description, DELETE the paragraph in its entirety and REPLACE with the following:  
  
“Under this Item, the Contractor shall furnish all labor, materials, and equipment necessary to install the 24-inch diameter DIPS HDPE DR 11 outfall by Marine open-cut trench installation. This Bid Item also includes connections to HDD pipe section and diffuser; marine dredging and trenching, furnishing bedding and armor rock, backfill trenches; installation of rollers, roller supports, guides; installation of concrete ballast collars, ballast water and pumping; beach matting, roadway/driveway access trench plates, as is applicable, for pipe laydown where shown on Contract Drawings. This includes any testing required by the project Contract Documents.”
5. Section 01025 Bid Item Description B-3B and B-3B1, Part B. Description, DELETE the paragraph in its entirety and REPLACE with the following:  
  
“Under this Item, the Contractor shall furnish all labor, materials, and equipment necessary to install the 24-inch diameter DIPS HDPE DR 11 outfall by Marine open-cut trench installation. This Bid Item also includes connections to HDD pipe section and diffuser; marine dredging and trenching, furnishing bedding and armor rock, backfill trenches; installation of rollers, roller supports, guides; installation of concrete ballast collars, ballast water and pumping; beach matting, roadway/driveway access trench plates, as is applicable, for pipe laydown where shown on Contract Drawings. This includes any testing required by the project Contract Documents.”
6. Section 02226 3.09.B DELETE in its entirety and REPLACE with the following:  
  
“A graduate of the Naval EOC School, Indian Head, MD, and/or a Senior UXO Supervisor (SUXOS) in accordance with the Department of Defense Explosive Safety Board (DDESB) Technical Paper 18, Minimum Qualifications for UXO Technicians and Personnel with contractor experience.”
7. Section 02226 3.09.C add the following to the end of the sentence, “and/or a UXO Technical Level II in accordance with the Department of Defense Explosive Safety Board (DDESB) Technical Paper 18, Minimum Qualifications for UXO Technicians and Personnel.”
8. DELETE, Addendum #1 Changes to Bidding Documents Item 11, in its entirety and REPLACE with the following:  
  
Section 02200 3.01.B.1.b, DELETE sentence in its entirety and replace with the following:

July 6, 2017

"A suitable means as necessary to minimize turbidity levels as measured at a point mid-depth in the water column at the point of discharge points shall be provided. Contractor shall use their best endeavors to ensure the turbidity levels will be minimized. Turbidity monitoring shall be provided at a point mid-depth in the water column during all marine construction installation activities. Contractor shall prepare and provide a submittal for approval prior to starting work, describing the methods."

9. DELETE, Addendum #1 Changes to Bidding Documents Item 13, in its entirety and REPLACE with the following:

Section 02226 3.02.1.2, DELETE sentence in its entirety and replace with the following:

"A diffuser head and any other practical means as necessary to minimize turbidity levels as measured at a point mid-depth in the water column at the point of discharge points shall be provided. Contractor shall use their best endeavors to ensure the turbidity levels will be minimized. Turbidity monitoring shall be provided at a point mid-depth in the water column during all marine construction installation activities. Contractor shall prepare and provide a submittal for approval prior to starting work, describing the methods."

10. ADD Section 03430 Steel Piles, attached.

#### ATTACHMENTS

1. Ocean Outfall City Project #2017-001 Pre-Bid Meeting Minutes
2. Section 00410 Bid Form
3. Section 03430 Steel Piles
4. Classification of Workers Under Delaware's Prevailing Wage Law

Sincerely,



Sharon Lynn  
City Manager