

**Maine Maritime Academy
Castine, Maine**

**Pier Upgrades and Waterfront Improvements Project
April 4, 2024
ADDENDUM NO. 9**

Prospective bidders and all concerned are hereby advised of the following changes/modifications in the Maine Maritime Academy Waterfront Campus Pier Upgrades and Waterfront Improvements Issued-for-Bidding Drawings and Project Manual dated January 26, 2024 and are hereby requested to change their copies accordingly.

Addendum No. 9 consists of 2 pages of Response to Questions, 9 pages of Federal Prevailing Wage Schedules, and 1 re-issued Specifications Section for a total of 20 pages. Addendum No 9 addresses some of the bidder questions received. Subsequent addendum will address the outstanding bidder questions and revisions to the IFB Drawing Set and the IFB Project Manual.

Submit written questions during the bid phase via email to Jake Jacobs with cc to Cheryl Coviello.

Jake.Jacobs@collierseng.com

Cheryl.Coviello@gza.com

Make the following changes to the Bidding Documents, Project Manual and Specifications:

REVISION TO ADDENDA

1. Addendum 6, Bidder Question Deadline: Final addendum to respond to outstanding bidder questions will be issued on Monday, 8 April 2024. Per IFB Specification Section 00 21 13, Paragraph 3.7, addendum are issued not less than 72 hours prior to the bid closing time. With the bid closing on 16 April 2024 and the state holiday on 15 April 2025, 72 hours prior to bid closing is considered as Wednesday, 10 April 2025.

Bidders may submit questions pertaining to the addendum until 2:00 PM Tuesday, 9 April 2025 for consideration for a clarification addendum on Wednesday, 10 April 2025.

RESPONSE TO GENERAL QUESTIONS

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RESPONSE TO IFB DRAWINGS QUESTIONS

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RESPONSE TO IFB PROJECT MANUAL QUESTIONS

1. IFB Specification Section 00 73 46: Is any portion of this project funded by a Davis Bacon Related Acts funding source?

Response 2: Compliance with the Davis-Bacon Act is required.

ADD the attached federal prevailing wage schedules after the State of Maine Determination Table in Specification Section 00 73 46 Wage Determination Schedule.

In Specification Section 01 05 00 Supplemental Conditions:

ADD Part 13 Davis-Bacon Act. See the attached re-issued specification section.

PART 13 DAVIS-BACON ACT

13.1 The project requires compliance with the Davis-Bacon Act. See Specification Sections 00 21 13 Instructions to Bidders and 00 73 46 Wage Determination Schedule.

13.2 In the event of conflict between the state and federal prevailing wage schedules for any classification, the greater amount for the classification shall prevail as the required prevailing wage rate.

OTHER REVISIONS TO IFB SPECIFICATIONS

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OTHER REVISIONS TO IFB DRAWINGS

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Superseded General Decision Number: ME20230001

State: Maine

Construction Type: Heavy Dredging

Counties: Maine Statewide.
STATEWIDE

All Dredging, except self propelled hopper dredges, on the Atlantic coast from the Canadian border to the tributary waters emptying in to the Atlantic Ocean.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

ENGI0025-001 10/01/2023

STATEWIDE

	Rates	Fringes
Dredging:		
CLASS A1.....	\$ 45.26	15.17+a+b
CLASS A2.....	\$ 40.33	14.82+a+b
CLASS B1.....	\$ 39.14	14.74+a+b
CLASS B2.....	\$ 36.84	14.58+a+b
CLASS C1.....	\$ 35.83	14.26+a+b
CLASS C2.....	\$ 34.68	14.18+a+b
CLASS D.....	\$ 28.81	13.77+a+b

CLASSIFICATIONS:

- CLASS A1: Deck Captain; Mechanical Dredge Operator, Leverman, Licensed Tug Operator over 1000 HP.
- CLASS A2: Crane Operator (360 swing).
- CLASS B1: Derrick Operator (180 swing), Spider/Spill Barge Operator, Engineer, Electrician, Chief Welder, Chief Mate, Fill Placer, Operator II, Maintenance Engineer, Licensed Boat Operator, Licensed Crew Boat Operator.
- CLASS B2: Certified Welder.
- CLASS C1: Mate, Drag Barge Operator, Assistant Fill Placer, Welder, Steward.
- CLASS C2: Boat Operator.
- CLASS D: Oiler, Deckhand, Shoreman, Rodman, Scowman, Cook, Messman, Porter/Janitor.

INCENTIVE PAY: (Add to Hourly Rate)

Operator (NCCCO License/Certification) \$1.80 Licensed Tug Operator over 1000 HP (Assigned as Master) (USCG licensed Master of Towing Vessels (MOTV) \$1.80; Licensed Boat Operator (Assigned as lead boat captain) USCG licensed boat operator \$1.30; Engineer (QMED and Tankerman endorsement or licensed engineer (USCG) \$1.80 Oiler (QMED and Tankerman endorsement (USCG) \$1.80; All classifications (Tankerman endorsement only) USCG \$1.55; Deckhand or Mate (AB with Lifeboatman endorsement (USCG) \$1.80; All classifications (lifeboatman endorsement only (USCG) \$1.55; Welder (ABS certification) \$1.55

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

- a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day
- b. VACATION: Eight percent (8%) of the straight time rate, multiplied by the total hours worked.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Superseded General Decision Number: ME20230021

State: Maine

Construction Type: Heavy

County: Hancock County in Maine.

HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.15 **	3.99
ELECTRICIAN.....	\$ 24.87	8.54
IRONWORKER, STRUCTURAL.....	\$ 24.95	12.32
LABORER: Common or General.....	\$ 12.37 **	4.37
LABORER: Pipelayer.....	\$ 21.17	5.63
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 23.48	4.96
OPERATOR: Bulldozer.....	\$ 22.91	6.04
OPERATOR: Crane.....	\$ 22.70	6.40
OPERATOR: Loader.....	\$ 14.62 **	4.24
TRUCK DRIVER: Dump Truck.....	\$ 15.91 **	3.78

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

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A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is

based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
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With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.



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END OF GENERAL DECISION"

SECTION 01 05 00


SUPPLEMENTAL CONDITIONS

These Supplemental Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. Where any article, paragraph or subparagraph in the previously set forth conditions is supplemented by one of the following paragraphs, the provisions previously set forth shall remain in effect and the supplemental provision be considered as added thereto. Where any article, paragraph, or subparagraph is voided or superseded by any of the following paragraphs, the provisions of such article, paragraph or subparagraph not so amended, voided or superseded shall remain in effect.

ADDITIONAL ARTICLES

PART	TITLE
1	General Requirements
2	Use of Premises
3	Transportation
4	Marine Operations
5	Delays
6	Utility Interruptions
7	Subsurface and Physical Conditions
8	Differing Subsurface or Physical Conditions
9	Underground Facilities
10	Hazardous Environmental Conditions at Site
11	Buy American Act Requirement
 12	Bid Allowances and Alternate Bid Items
 13	Davis-Bacon Act

PART 1 GENERAL REQUIREMENTS

- 1.1 "Day" shall be in terms of calendar days, unless noted otherwise.
-  1.2 ~~All Contractor and subcontractor employees working on the site shall attain a valid Security Pass, issued by Maine Maritime Academy (MMA) Security.~~ All Contractor and Subcontractor employees shall have on their person a valid Transportation Worker Identification Credential (TWIC) or other government issued identification with their legal name and photograph. The TWIC or other government issued identification shall be kept on-person and visible when on MMA property. It may be kept on-person and not visible when it would present a safety concern during certain construction activities. During such construction activities, the TWIC or other government issued identification shall be made visible upon request. (Escort is not required of individuals without a TWIC.) Contractor shall submit a list of all employees and subcontractor's employees working on site. Contractor shall submit updates when changes occur to maintain a current and accurate list.
- 1.3 Smoking and Vaping are prohibited on the MMA campus and the immediately adjacent sidewalks and roadways. Refer to the link below to the Maine Maritime Academy Smoke- and Tobacco-Free Campus Policy (effective August 1, 2016):

<https://mainemaritime.edu/campus-safety/wp-content/uploads/sites/9/2016/01/611-Smoke-and-Tobacco-Free-Campus.pdf>

- 1.4 The Contractor shall comply with the Town of Castine construction work hours (0700 to 1900) and requirements. Refer to the link below to the Town of Castine, ARTICLE 6: PERFORMANCE STANDARDS:
<https://castine.me.us/wp-content/uploads/2021/07/Zoning-Ordinance-Amended-2020-07-14.pdf>
- 1.5 The Contractor shall comply with the Town of Castine Construction Noise Limits Refer to the link below to the Town of Castine, ARTICLE 6: PERFORMANCE STANDARDS.
<https://castine.me.us/wp-content/uploads/2021/07/Zoning-Ordinance-Amended-2020-07-14.pdf>
- 1.6 Town of Castine conducts Special Events throughout the year within the town and at Town Dock. The Contractor shall coordinate with the Owner's Representative to identify potential impacts to the construction activities during the Special Events. The Contractor shall curtail construction and/or modify construction activity so as not to impede on the Special Event.
- A. Special Events are posted on the Town website in advance at <https://castine.me.us/welcome/special-events/>. The Contractor shall anticipate five Special Events days per calendar year, for bidding purposes. Maine Maritime Academy will provide notice to the Contractor a minimum of one-month in advance of a Special Event. Special Events may include, but are not limited to the following:
1. Maine Maritime Academy Graduation (May)
 2. Fourth of July
 3. Bastille Day (July)
 4. Castine Classic Yacht Race (typically August)
- 1.7 Contractor's Excess Materials Management Plan and Stormwater Pollution Prevention Plan (SWPPP) require review and approval from Maine Maritime Academy and the Town of Castine. The Contractor shall prepare both plans in accordance with the Project Specifications (Section 02 61 00 Excess Materials Management and Disposal and Section 31 25 00 Erosion and Sedimentation Controls) and provide submittals to Maine Maritime Academy. Maine Maritime Academy will coordinate with the Town of Castine for their review of the Contractor's plans.
- 1.8 The Contractor's construction lighting plan and the pier lighting plan and lighting details shall be submitted as part of the Contractor's Building Permit application to the Town of Castine. Refer to the links below for the Town of Castine Building & Use Application and the Town of Castine Zone Ordinance:
<https://castine.me.us/wp-content/uploads/2021/07/Building-Use-Permit-Application-06-21.pdf>
<https://castine.me.us/wp-content/uploads/2021/07/Zoning-Ordinance-Amended-2020-07-14.pdf>
- 1.9 The Contractor shall provide an electronic document management system (EDMS) for the transfer, sharing and management of electronic submittals and documents. The EDMS shall be the designated means of transferring documents between the Contractor and the Owner, Owner's Representative and Owner's Design Consultant. The EDMS shall allow for the designation of project roles including the ability to create, edit or delete objects and to track workflow. Oracle Primavera Submittal Exchange, Procore, or an approved equivalent system, are considered appropriate EDMS.

PART 2 USE OF PREMISES

- 2.1 Phasing of the construction project is required to prioritize completion of the new mooring and berthing structures before the other work items and to allow for Maine Maritime Academy's continued waterfront operations. Such operations will vary throughout the duration of the construction project and will include activity on MMA's water dependent structures, use of their vessels and programming in and around the academic buildings. The Contractor shall coordinate with Maine Maritime Academy throughout the project. See the Project Drawings for more information on Project Phasing.
- 2.2 The Contractor will not have access to the waterfront structures or the area for the pier extension or new mooring dolphins while the current training ship is at the berth. The current training ship is scheduled to depart the berth on or about May 8, 2024.
- 2.3 The Contractor will have minimal use of the backland at Maine Maritime Academy's Waterfront campus. Use of the backland is limited to that necessary for the backland construction work related to utilities and the replacement of the bulkhead and retaining wall. No staging nor laydown area in the backland will be allowed.

PART 3 TRANSPORTATION

- 3.1 Construction vehicles, work trucks and employee vehicles for the Contractor, subcontractors, and vendors shall not park along the Town of Castine's streets, at the Town Dock parking lot, or on the MMA campus. Satellite parking will be provided at the MMA Penobscot Boat Storage Facility located at 577 Maine Route 199 (Dunbar Road) in Penobscot, Maine. The site is approximately 5 miles from the MMA campus. See Contract Drawing Sheet G-003 Design Criteria for the general travel route and location. The Contractor shall provide a shuttle vehicle between the satellite parking area and the MMA Waterfront Campus. The Contractor shall coordinate with MMA for limited parking near the MMA Waterfront Campus of the shuttle vehicle.
- 3.2 The Contractor and their subcontractors and vendors shall adhere to the Maine Department of Transportation roadway load ratings and posted road restrictions. Impacts to local roads shall be minimized by measures such as best practices for reduced loads and dislodged wheel dirt of trucks. Refer to the MaineDOT link below for more information.

<https://www.maine.gov/mdot/postedroads/faqs/>

- 3.3 Employees of the Contractor and their subcontractors shall not live in recreational vehicles on Maine Maritime Academy or Town of Castine property.
- 3.4 Construction Deliveries to the MMA Waterfront Campus shall be kept to the minimum necessary. ~~Between September and May, deliveries are prohibited on Tuesdays and Thursdays through the Town Dock area. On other weekdays, deliveries are only allowed between 0700 and 0800~~ Deliveries to the MMA Waterfront Campus are permitted between 0600 and 0900 (local time), seven days a week. Other times may be accommodated with at least one-week prior notice to, and coordinate with, the Owner's Representative. Use of watercraft for deliveries is highly preferred.
- 3.5 A Concrete wash-down area can be provided (if needed) near the Travel Lift Pier at the MMA Waterfront Campus. The Contractor shall coordinate with MMA's Marine Operations Manager or Owner's Representative for the location. The Contractor shall provide and maintain all erosion and sediment controls for the washdown area.


Addendum 4

PART 4 MARINE OPERATIONS

- 4.1 Floating equipment, barges, boats, lighters, floats, etc., shall be properly lighted, buoyed or otherwise marked during the progress of the work in conformance with U.S. Coast Guard and U.S. Corps of Engineers requirements and regulations.
- 4.2 Signal Lights. The Contractor shall display signal lights and conduct operations in accordance with the General Regulations of the Army Corp of Engineers and of the Coast Guard governing lights and signals to be displayed by vessels, dredges, in marine operations and by other floating plant. The Contractor shall be responsible for all injury and damage resulting from any neglect or failure to provide signal lights and other precautionary measures on or about their plant and the work.
- 4.3 Interface with navigation. The Contractor shall conduct their operations in conformance with all requirements of the Department of the Army, the U. S. Coast Guard and the controlling authorities for the State of Maine and the Town of Castine, and in a manner to limit interference with the use of channels, berthing spaces, fairways and passages. The Contractor shall interrupt their operations, shift or move their plant and do such other work as may be necessary to prevent interference with navigation and to comply with the requirements of controlling authorities. The Contractor will not be entitled to compensation for complying with the above requirements except as specifically provided for under the Contract. Upon completion of the work, the Contractor shall promptly remove their plant, including ranges, buoys, piles, and other marks placed by them under the contract in navigable water or on shore.

All Contractor vessels shall adhere to applicable CFRs, including regulations intended to protect Right Whales. Refer to: <https://www.ecfr.gov/current/title-50/chapter-II/subchapter-C/part-224/section-224.105> § 224.105 Speed restrictions to protect North Atlantic Right Whales.

- 4.4 Spillage. At all times of the year, special measures shall be taken to prevent chemicals, fuels, oils, greases, bituminous materials, waste washings, herbicides, insecticides, cement, concrete and surface drainage, and other harmful materials from entering public waters. Any spill must be immediately disclosed to the proper authorities and the Owner's Representative.
- 4.5 Protection of Fish and Wildlife. The Contractor shall always perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The Contractor will not be permitted to alter water flows or otherwise disturb the native habitat adjacent to the project area. Fouling or polluting of water will not be permitted. Wash and wastewater shall be processed, filtered, or otherwise properly treated prior to their legal disposal.
- 4.6 Recording and Preserving Historical and Archaeological Finds. All items having an apparent historical or archaeological interest which are discovered during any construction activities shall be carefully preserved. The Contractor shall leave the archaeological find undisturbed and shall immediately report the find to the Owner's Representative so proper authorities may be notified. The Contractor shall abide by all permit requirements. Any fines incurred by MMA because of Contractor violating any permit shall be deducted from Contractor's payment.
- 4.7 Transportation and other Services shall be furnished to the Owner and their representatives as follows, in connection with the observation of the Work:
- A. The Contractor shall provide daily transportation to/from the work barge when work from the barge is being performed.
 - B. Furnish, on request of the Owner, their duly authorized representatives or any regulatory agency, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the Contractor as may reasonably be necessary in observing all the work under this contractor.

PART 5 DELAYS

- 5.1 Periods of severe weather shall be conclusively deemed to have been anticipated by the Contractor. The Contractor shall be responsible for stopping work and securing the site when weather conditions and forecasts indicate unsafe working conditions. The Contractor shall secure the site whenever dictated by weather conditions and whenever the Contractor schedules a period of 48 hours or more with no work at the site.
- 5.2 It is expressly understood and agreed by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for completion of the same, taking into consideration the average climatic range and usual conditions in the locality of the work. The Contractor shall be responsible for researching weather and sea state data from sources such as the National Weather Service (NWS) and National Oceanic and Atmospheric Administration (NOAA) and shall anticipate having to stop work and secure the site due to severe weather conditions.
- 5.3 Abnormal weather will be considered a delay and a cause for extension of a Construction Period only if occurring between the actual time of commencement of the Work at the Site and the designated end date for the current Construction Period. An extension shall be granted only to the extent that (i) the performance of the Work is actually and necessarily delayed and (ii) the effect of such cause cannot be anticipated and avoided or mitigated by the exercise of all reasonable precautions, efforts and measures (including planning, scheduling and rescheduling), whether before or after the occurrence of the cause of delay, and an extension shall not be granted for a cause of delay which would not have affected the performance of the Contract were it not for the fault of the Contractor or for other delay for which the Contractor is not entitled to an extension of time.
- 5.4 Any reference herein to the Contractor shall be deemed to include subcontractors and materialmen, whether or not in privity of contract with the Contractor, and employees and others performing any part of the Contract and all the foregoing shall be considered as agents of the Contractor.

PART 6 UTILITY INTERRUPTIONS

- 6.1 The Contractor shall keep utility interruptions to a minimum and shall coordinate interruptions with the Owner's Representative a minimum of two weeks in advance for review, approval and scheduling with Maritime Academy and the Town of Castine.
- 6.2 Utility disruptions to the Town Dock services, including the public restroom and seasonal restaurant are not permitted.
- 6.3 The Contractor shall coordinate any interruptions and temporary disconnect of MMA's seawater intake system that runs between Andrews Hall and the existing pier with the Owner's Representative a minimum of two weeks in advance for review, approval and scheduling with Maritime Academy.


Addendum 3

PART 7 SUBSURFACE AND PHYSICAL CONDITIONS

- 7.1 Reports and Drawings: The Supplemental Conditions identify:
- A. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - B. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

- C. Certain documents, specified below, are available for reference and examination by bidders. For the bidder's convenience copies of these documents are transmitted with the Contract Documents. The documents are not part of the Contract Documents, but the technical data contained therein upon which Contractor is entitled to rely as provided in Paragraph 7.2 are incorporated therein by reference. These documents were not prepared for the purpose of providing information for bidders upon the present Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. Neither the Owner nor the Engineer makes any representation or guarantee as to their accuracy, completeness or pertinence, and in addition, shall not be responsible for the conclusions to be drawn therefrom. The documents are made available to the bidders merely for the purpose of providing them with such information as is in the possession of the Owner, whether or not such information may be accurate, complete or pertinent or of any value to the bidders.

Said documents are as follows:

- 1) The reports of explorations and tests of subsurface conditions at or adjacent to the Site known to the Owner are included as attachments to the Contract Documents and are identified as:
 - a) Reference Materials
- 2) Drawings photographically reproduced, presented as Reference Drawings, are included as attachments to the Contract Documents and are identified as:
 - a) Reference Materials

7.2 Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

- A. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
- B. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
- C. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

PART 8 DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

- 8.1 Notice: If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:
- A. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Part 7 above is materially inaccurate; or
 - B. is of such a nature as to require a change in the Contract Documents; or
 - C. differs materially from that shown or indicated in the Contract Documents; or
 - D. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith, notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith until receipt of written order to do so.

- 8.2 Engineer's Review: After receipt of written notice as required by Paragraph 8.1, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

PART 9 UNDERGROUND FACILITIES

- 9.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

- A. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
- B. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - 1) reviewing and checking all such information and data;
 - 2) locating all Underground Facilities shown or indicated in the Contract Documents;
 - 3) coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - 4) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

- 9.2 Not Shown or Indicated:

- A. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith, identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- B. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated.

PART 10 HAZARDOUS ENVIRONMENTAL CONDITIONS AT SITE

- 10.1 Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- 10.2 If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby; and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 10.3.
- 10.3 Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely.
- 10.4 If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work.
- 10.5 To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 10.5 shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- 10.6 To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 10.6 shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- 10.7 The provisions of Parts 7, 8 and 9, herein, do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

PART 11 BUY AMERICAN ACT REQUIREMENT

- 11.1 Contractor shall apply, comply with, and implement all provisions of the Buy American Act, 41 U.S.C. §§.8301-8305. The Project is a public work of the Federal Government under 41 U.S.C. § 8301. Contractor


Addendum 7

shall only use material which comply with the Buy American Act unless specifically noted otherwise. The Buy American Act will not apply to the **Concrete Floating Breakwater as specified in Specification Section 35 51 13.24**, Marine Fenders as specified in Specification Section 35 59 13 and to the Cavotec AMP SPO as specified in the project documents.


Addendum 7

PART 12 BID ALLOWANCES AND ALTERNATE BID ITEMS

- 12.1 All Work shall be included in the Base Bid except for the identified Allowances and Alternate Bid Items. See the Project Documents for designations, details and requirements for the Allowances and Alternate Bid Items. General descriptions are provided below.
- A. Prefabricated Brow Allowance. The prefabricated aluminum structure providing personnel access from the pier deck to the NSMV vessel, as part of Phase 1 Work.
 - B. Bid Alternate 1: Maintenance Dredge. Maintenance dredge within the Inner Boat Basin, as part of Phase 2 Work.
 - C. Bid Alternate 2: Existing Mooring and Breasting Platforms Repairs. Routine maintenance repair of the existing Mooring and Breasting platforms, including concrete repairs, pile wraps, replacement, and new timber fendering and other work identified in the Project Documents, as part of Phase 2 Work.
 - D. Bid Alternate 3: Existing Structures Replacement, Improvements & Repairs. Routine maintenance of the Timber Travel Lift Runway Piers, East Bulkhead, and timber floating docks and guide piles. Replacement of the retaining wall and access stairs. New pump out station. Work shall be completed as part of Phase 2.
 - E. Bid Alternate 4: West Floating Dock System. New timber floating docks, steel guide piles, prefabricated aluminum gangways and associated fit-out items, as part of Phase 3 work. Utilities for the West Floating Dock System shall be installed and properly capped at the pier at the gangways as part of Phase 2 Work.
 - F. Bid Alternate 5: Floating Breakwater System. New floating breakwater, steel guide piles and associated fit-out items, as part of Phase 3 work.


Addendum 9

PART 13 DAVIS-BACON ACT

- 13.1 The project requires compliance with the Davis-Bacon Act. See Specification Sections 00 21 13 Instructions to Bidders and 00 73 46 Wage Determination Schedule.
- 13.2 In the event of conflict between the state and federal prevailing wage schedules for any classification, the greater amount for the classification shall prevail as the required prevailing wage rate.

END OF SECTION