

**NOTE TO PERSPECTIVE BIDDERS CONTRACT FOR
SOUTHSHORE HARBOR – BOAT SLIP BUILDING FIRE PROTECTION SYSTEM**
Lakefront Management Authority
LH&J PROJECT No. 22-005

May 16th, 2022

Sealed bids will be received by the Lakefront Management Authority, at 6001 Stars & Stripes Blvd, Suite 219, New Orleans, LA 70126 until 2:00 p.m., CST, Wednesday the 25th of May 2022

ADDENDUM NO. 2

GENERAL ITEMS

The bid date has been moved to Wednesday the 25th of May, 2022 at 6001 Stars & Stripes Blvd, Suite 219, New Orleans, LA 70126 until 2:00 p.m. CST

ITEM NO.1 – Remove LA bid form, Project is Lump Sum bid with no alternates and no unit costs.

ITEM NO.2 – Remove page Cont-1 of the owner-contractor contract and replace it with attached CONT-1 dated 5.13.2022

QUESTIONS

Q1: It was mentioned by Bruce the harbormaster that he could not get the boats relocated. We would need at least 4 slips at a time to do this project. Please confirm that this can happen.

A1. Boats will be moved to allow the contractor access to 4 slips that are directly adjacent to one another.

Q2: It was noted that the pump and pump house have extended delivery dates. The contract needs to be modified to so that we can order and invoice for stored materials, until such time as the long lead items arrive at which time the NTP to actually start work would be issued.

A2. Contract time will be extended to give attention to long lead time items.

Q3: The overall contract time needs to be extended to accommodate for the lead times.

A3. The contract time will be extended.

Q4: it was noted that a couple of crossbars could be removed at a time during construction, but that they would have to be put back in the event of an anticipated strong wind event. Please confirm.

A4. Yes, 4 column lines of the bracing rods can be removed and set aside to be reinstalled when work is completed in that area or prior to anticipated high wind events or storms.

Q5: We discussed the option of removing some metal wall panels and installing a permanent rolling door. If this is acceptable, please provide some details as to how you would like this done, along with a specification for O.H. Door.

A5. The option being considered if it is approved by the lakefront management authority details will be issued at a later date.

Q7: Is there any special procedure that needs to be followed as it relates to routing the new piping through the sheet piling?

A7. Piping should travel overhead through the metal siding panel and there won't be any piping in sheet panels.

Q8: Should the start of the project be delayed due to the tenant's structures, there needs to be a process by which to deal with material cost escalation.

A8. All tenant improvements and items will be cleared by Lakeshore Management Authority Staff prior issuance of contractor NTP.

Q9: Some items have a long lead time; can an assembly period be given?

A9. No Assembly period will be given but the contract time will be modified to allow for longer lead times.

Q10: The specs have a bid form that is blank, please add details or remove the line item bid form and specify lump sum.

A10. Bid form has been removed.

Q11: Who's responsibility is electrical? Owner or contractor? Please provide details on what owner will provide and what contractor is responsible for?.

A11. The owner will bring service to above grade directly adjacent to the platform as shown on FP-101 drawings in the one-line contractor to make connections to owner supplied line?

Q12: Does the contract time stated (135 calendar days) intended to include design, fire marshal review, & material procurement? Is there a separate assembly period anticipated to allow for these?

A12. All the items in the question will take place in the contract time. The contract time will be extended to consider long lead time items.

Q13: Is the intent to feed the new fire water tank from the fire line that feeds the existing sprinkler riser.

A13: The intent is for the firewater tank to be filled from the city water line serving this facility.

Q14: The drawing shows a 2 ½" hose valves on what appears to be a separate feed from the pump room. Is the intent to provide a manual dry standpipe system.

A14: Intent is to furnish and install a stand pipe system in accordance with NFPA 303. NFPA 303 allows use of manual dry standpipes.

Q15: Will the piping from the underground stub-up to the fire water tank and from the firewater tank to the pump house require freeze protection (e.g. Heat tracing and or insulation)?

A15: Provide heat tracing and insulation as necessary to protect exposed piping from freezing. If no heat tracing is used, provide a minimum 3" flexible aerogel insulation per ASTM C1728-21. All exterior pipe insulation shall be protected with aluminum jacketing.

END OF ADDENDUM NO.2

CONTRACT BETWEEN OWNER AND CONTRACTOR

BEFORE the undersigned, a Notary Public, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

The Lakefront Management Authority (“Management Authority” or “Owner”), a political subdivision of the State of Louisiana and the governing authority of the non-flood protection assets of the Orleans Levee District (“District”), with its office located at 6001 Stars and Stripes Boulevard, New Orleans Lakefront, Terminal Building, Suite 219, New Orleans, Louisiana 70126, appearing through its Executive Director, Jesse D. Noel, duly authorized by a Resolution adopted by the Management Authority, and,

_____ (“Contractor”), a Louisiana _____, with its registered office located at _____, appearing through its sole member and manager, _____;

who declared, that for and in consideration of the payment, hereinafter provided for, to be made by the Management Authority, Contractor agrees and is obligated to furnish all labor, equipment, supplies, materials, and to perform all work necessary for the _____ (the “project”), and all other work required under and in accordance with the Bid by Contractor dated on _____, Contract Documents and Specifications prepared by _____, dated on _____, Project No. _____, and Addenda _____, copies of which are incorporated and made a part hereof (the “work”), for the total price and sum of \$ _____ (the “Contract Sum”). The Contractor represents that its federal taxpayer identification number is _____.

It is recognized by the parties herein that the Contract Documents, including by way of example and not of limitation, the Plans, Specifications (including General Provisions, Special Provisions, and Technical Specifications), any Addenda thereto, Instructions to Bidders, this Contract, Advertisement For Bids, Affidavits, Bid Form, Bonds (Bid, Performance, and Payment), any Submitted Post-Bid Documentation, Notice of Award, Notice to Proceed, and Change Orders, if any, impose duties and obligations upon the parties herein, and the parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

Time for Completion: The work shall be commenced on a date to be specified in a written order of the Owner (Notice to Proceed) and shall be completed within **300** consecutive calendar days from and after the commencement date (the “Contract Time”).

Liquidated Damages: For each day the Work remains incomplete beyond the Contract Time, or Extension of Contract Time the sum of **Five Hundred dollars (\$500)** per calendar day will be deducted from any money due to the Contractor as liquidated damages. The Contractor and Surety shall be liable for any liquidated damages that are in excess of the amount due under this Contract to the Contractor.

The Contractor and Owner waive claims against each other for consequential damages arising out