

DOCUMENT 009113 – ADDENDA

ADDENDUM NO. 1

1.1 PROJECT INFORMATION

- A. **Project Name:** Larkin Dam Removal / Parker River Restoration
- B. **Owner:** Town of Newbury
- C. **Owner Project Number:** Contract No. 25-07
- D. **Engineer:** Gomez and Sullivan Engineers, DPC
- E. **Date of Addendum:** June 29, 2025

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders pursuant to the Instructions to Bidders. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. The date for receipt of bids is unchanged by this Addendum, at same time and location.
 - 1. Bid Date/Time: Tuesday, July 8, 2025 at 10:00 am

1.3 ATTACHMENTS

- A. This Addendum includes the following attached Documents and Specification Sections:
 - 1. Document 004113 - Bid Form, dated 6/27/2025 (reissued)
 - 2. Specification Section 011025 – Measurement and Payment, dated 6/27/25 (reissued)
 - 3. Appendix B-6.2 – Chapter 91 Dredge Permit for Larkin Dam & Gage Site (new)
 - 4. Appendix B-6.3 – Ch. 91 License for I-95 Bridge Work (new)
 - 5. Plan Holders List
 - 6. 1942 Drawing of Larkin Dam, Fishway, & Mill Intake
 - 7. Hydraulic Model Output
 - 8. Site Photographs

1.4 RESPONSES TO QUESTIONS

- A. **QUESTION: Can you provide a list of firms who attended the pre-bid meeting?**
 - 1. **RESPONSE:** Firms who attended the pre-bid meeting on June 11, 2025 include the following:
 - a. E.T.& L. Corp.
 - b. Great Eastern Marine Service Inc.
 - c. MAS Building & Bridge, Inc.
 - d. Maverick Construction Management Services
 - e. S&R Corporation

- f. SumCo Eco-Contracting
- g. T Ford Company, Inc.

B. QUESTION: Can you provide a list of plan holders?

- 1. RESPONSE: See Attachment 5.

C. QUESTION: Is an Engineer's Opinion of Probable Construction Cost (OPCC) available for the project?

- 1. RESPONSE: The Owner is not providing an Engineer's OPCC for this project

D. QUESTION: How much funding is available for the project?

- 1. The project has several state, local, and private funding sources in hand which exceed the amount of the Engineer's OPCC. The federal funds have been reviewed by the federal government, released from review, and are available to spend.

E. QUESTION: What should be done with the trees that have been felled in the work areas? Can additional trees be cut if needed?

- 1. RESPONSE: Previously felled trees may be removed from the site at the Contractor's discretion or dispersed onsite in locations specified by Owner. No tree cutting shall occur during the time-of-year (TOY) restriction for Northern long-eared bats (NLEB) without consultation with and approval from the US Fish and Wildlife Service (USFWS), which can be coordinated by the Engineer at the Contractor's request. The NLEB TOY is April 15th through September 30th in a given year. Trees may potentially be cut by the Contractor during the TOY restriction period if needed to perform the Work with documentation indicating that the tree(s) do not provide suitable NLEB habitat through coordination with and approval from USFWS. No stump removal or grubbing of root systems below ground surface will be permitted within sensitive archeological areas designated in the Archeological Site Avoidance and Protection Plan (ASAPP).

F. QUESTION: Is there information available on the extents of buried concrete structures?

- 1. RESPONSE: A 1942 drawing showing plan, section, and/or profile views of the dam, abutments, fishway, and mill intake is provided in **Attachment 6**. This drawing is provided only for the assistance of Bidders in arriving at a more complete understanding of the site. In case of a discrepancy with the Contract Drawings, the Contract Drawings shall take precedence. The extent of structure foundations is unknown.

This addendum includes a change to the base scope for concrete removal at the Larkin Dam Site, as presented in the reissued Document 004113 (Bid Form) and Specification Section 011025 (Measurement and Payment). The revised base Bid Item 4A (Demolition and Excavation) still includes demolition, excavation, and offsite disposal of all concrete structures associated with the dam and abutments. However, for the former mill intake, the revised base bid item now requires removal and offsite disposal for only concrete that is above existing grade. At the Contractor's discretion, portions of the concrete former mill intake below existing grade may be sawcut and buried in place rather than excavated and removed.

Additionally, for the fishway, the revised base scope includes only filling of the fishway in place with gravel borrow under Item 2A (Site Preparation), so the fishway is no longer included in Item 4A. A new Add-Alternate Item 11A has been added to capture the

additional work that would be needed to fully remove the fishway and fill the excavation with gravel borrow as shown in the design plans.

G. QUESTION: Would the Owner consider measuring sediment in tons rather than cubic yards? What are the thresholds for the regulated sediment disposal in the Add Alternate item?

1. RESPONSE: The reissued Document 004113 (Bid Form) and Specification Section 011025 (Measurement and Payment) reflect revised bid items and measurement and payment methods for sediment dredging, handling, dewatering, transportation, and disposal. The base bid items (5A at Larkin Dam, 5B-1 at the weir site, and 5B-2 at the bridge site) now only include sediment dredging and onsite handling/placement, and will be measured in cubic yards. The volume of sediment to be dredged will be confirmed with a pre-dredging bathymetric survey (spot elevations) by the Contractor to be compared to the proposed grade elevations to determine the volume, as specified in Section 312200. The base bid item includes only onsite handling, placement, or stockpiling of the sediment. Onsite placement options may include, but are not limited to: passive downstream release, instream repositioning, shoreline placement, and/or upland placement in designated sediment dewatering areas or potentially other areas upon approval by Owner.

Three Add-Alternate items have been added to capture the range of potential offsite disposal options, in the event that not all sediment can be managed onsite: Sediment Transportation & Disposal at an <RCS1 Facility (Item 9A-1 and 9B-1), Sediment Transportation & Disposal at an In-State Landfill (lined or unlined) (Item 9A-2 and 9B-2), or Sediment Transportation & Disposal at Out-of-State Landfill (Item 9A-3 and 9B-3). The sediment testing results were provided previously in Project Manual Appendix D. The results of the chemical analysis were compared to MassDEP's Interim Policy for Sampling, Analysis, Handling, and Tracking Requirements for Dredged Sediment Reuse and Disposal (COMM-94-007). All of the results were either non-detect or below the Reportable Concentration (RC) S-1 criteria of the Massachusetts Contingency Plan (MCP). Each Add-Alternate item will be measured in tons and shall include any dewatering and/or amendments that may be needed to prepare the sediment for transportation and acceptance at the selected disposal facility, as well as any Licensed Site Professional services and sediment testing that may be required for offsite disposal.

H. QUESTION: How deep is the water under the bridge? How will that change after the dam is removed? Can you provide output data from the hydraulic model?

1. RESPONSE: See **Attachment 7** for hydraulic model output for both existing and dam out (Larkin Dam and fish weir removed) conditions for a range of potential flows.

1.5 REVISIONS TO DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

A. Document 002113 - Instructions to Bidders (not reissued)

1. Paragraph 1.5 – Contract Times: Add a new subparagraph C: "Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or Final Completion of the Work in readiness for final payment, are set forth in the Agreement."

B. Document 004113 - Bid Form (reissued)

1. Paragraph 1.3 – Bid Table: The bid table was revised to clarify measurement and payment requirements pertaining to concrete demolition extents and sediment dredging, handling, transportation, and disposal. See reissued Bid Table and see also reissued Section 011025 – Measurement and Payment.
2. Paragraph 1.5 – Time of Completion: Add a new subparagraph B: “Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within contract times.”

C. Document 006000 – Form of Agreement (not reissued)

1. Article 4 – Contract Times: Add a new Paragraph 4.03 – Liquidated Damages:

“Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

 - a. Substantial Completion: Contractor shall pay Owner \$500.00 for each calendar day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 - b. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 - c. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 - d. Such liquidated damages shall be in addition to any additional engineering, consultant, or legal expenses incurred by Owner as a result of Contractor’s default.”

1.6 REVISIONS TO DIVISION 01 GENERAL REQUIREMENTS

A. Specification Section 011000 – Summary (not reissued)

1. Paragraph 1.2(G)(1): Replace fourth sentence with “The NLEB TOY is April 15th through September 30th in a given year.”
2. Paragraph 1.4(C)(2)(a): Replace second sentence with: “The NLEB TOY is April 15th through September 30th in a given year.”

B. Specification Section 011025 – Measurement and Payment (reissued)

1. Paragraph 3.3(B)(1)(f): Replaced in entirety with “Clearing of vegetation (removal or dispersal of trees already felled by others); tree cutting outside of TOY or with USFWS approval; no grubbing; MassDOT 102)”

2. Paragraph 3.5: Revised to reflect changes to base bid assumptions for former mill intake and fishway.
3. Paragraphs 3.6 & 3.9: Revised to include only sediment dredging and onsite handling/placement (not transportation or offsite disposal).
4. Paragraph 3.10: Revised to reflect three disposal options for offsite disposal.
5. Paragraph 3.12: Added new Add-Alternate 11A for demolition of fishway.

1.7 REVISIONS TO DRAWING SHEETS

A. Sheet G-2 – General Notes (not reissued)

1. Permit Conditions: In Note 3, replace “April 1 through October 1” with “April 15 through September 30.”
2. Construction Sequence: Replace in entirety with the Work Sequence in the Project Manual, Specification Section 011000 – Summary, Paragraph J.

END OF DOCUMENT 009113