# SPECIFICATIONS, CONTRACT DOCUMENTS AND DRAWINGS

## **FOR**

# **D.G. HUNTER POWER PLANT UNITS 5-11**

# CITY OF ALEXANDRIA, LOUISIANA (OWNER)

### **ADDENDUM NO. 3**

DATE ISSUED: THURSDAY, August 21, 2014, 4:00 P.M. Central Time

NOTE: REVISED BID DATE: TUESDAY, September 23, 2014, 2:00 P.M. Central Time

This addendum shall be part of the Contract Documents as provided in BID PROPOSAL D.G.Hunter Power Plant Units 5-11.

This addendum is issued for the purpose of modifying and/or clarifying the Contract Documents and is construed as being as much a part of the original Contract Documents as though originally contained therein.

Acknowledge receipt of the addendum by inserting its number on the <u>SECTION 00300</u> LOUISIANA UNIFORM PUBLIC WORK BID FORM. Failure to do so may subject the Bidder to disqualification.

ZACHRY ENGINEERING CORPORATION 3100 WILCREST DRIVE SUITE 240 HOUSTON, TEXAS 77042-4216 (713) 780-6001 This ADDENDUM NO. 3 is being issued for the purpose of revising the Bid Due Date and to amend the Bidding Documents issued on July 17, 2014, by The City of Alexandria, Louisiana, for D.G. HUNTER POWER PLANT UNITS 5-11:

#### <u>ITEM #1</u>

Revise DIVISION 00 SECTION 00100, ADVERTISEMENT FOR BIDS, first paragraph to read as follows:

Sealed bids will be received for The City of Alexandria, Louisiana, by the City Clerk, at The City Council Chambers, City Hall, 915 Third Street, Alexandria, Louisiana, 71301, until 2:00 p.m. on Tuesday, the 23<sup>rd</sup> day of September, 2014 and then at said office publically opened and read aloud.

#### ITEM #2

Revise DIVISION 00 SECTION 00710, SUPPLEMENTARY CONDITIONS to add the following:

SC-4.02 Revise Article 4.02.B.2. *Limited Reliance by Contractor on Technical Data Authorized:* to read as follows:

 other data, interpretations, opinions, and information contained in such reports (except that Contractor may rely on interpretations and recommendations in the Geotechnical Engineering Report by Terracon Consultants included in Attachment 8.4) or shown or indicated in such drawings; or

#### **ITEM #3**

Revise DIVISION 00 SECTION 00710, SUPPLEMENTARY CONDITIONS to add the following: SC-12.03 Revise Article 12.03 *Delays* to read as follows:

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A., and the Contract Price will be adjusted if a Claim is made therefor as provided in Paragraph 12.01.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times and Contract Price. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

#### **ITEM #4**

Revise DIVISION 00 SECTION 00710, SUPPLEMENTARY CONDITIONS as follows:

Revise SC-14.02.C to read as follows:

SC-14.02.C

Delete Paragraph 14.02.C.1 in its entirety and insert the following in its place:

1. Thirty (30) days after submittal of the Application for Payment to Engineer, the amount will (subject to the provisions of Paragraph 14.02 D) become due, and when due will be paid by Owner to Contractor.

#### **ITEM #5**

Revise DIVISION 00 SECTION 00710, SUPPLEMENTARY CONDITIONS to add the following Owner Requirements at the end of SC-17.10 *Contractor and Subcontractor Employees*:

Owner Requirements: Contractor shall enforce strict discipline and good order among Contractor's employees, Subcontractors' employees and all other Persons carrying out the Work. Contractor shall at all times take all necessary precautions to prevent any unlawful or disorderly conduct by or among its employees, employees of Subcontractors and other persons performing the Work and for the preservation of the peace and the protection of persons and property at, or in the neighborhood of, the Site. Contractor shall only permit the employment of persons who are fit at the time they are employed and on each day they perform Work (including compliance with drug testing requirements), who are skilled in and qualified to perform the tasks assigned to them. Contractor shall be responsible for labor peace on the Site and Contractor shall at all times exert its best efforts and judgment as an experienced contractor to adopt and implement policies and practices designed to avoid work stoppages, slowdowns, disputes and strikes where reasonably possible and practical under the circumstances.

Owner shall have the right to object to any person employed or engaged by Contractor or any Subcontractor who engages in misconduct or is incompetent or negligent while on the Site or while performing the Work. Contractor shall remove those persons to whom Owner objects from the Site and shall not allow the further performance of the Work by those Persons. If Contractor independently learns of any such misconduct, incompetence or negligence, Contractor shall remove such persons from the Site and shall not allow any further performance of the Work by such persons. In either event, any cost for replacement of such persons shall be at Contractor's expense.

#### ITEM #6

Revise DIVISION 01, PART 8 – Attachments, 8.9 Wärtsilä Technical Documents and Drawings as follows:

Replace Wärtsilä Technical Documents and Drawings with attached Wärtsilä Technical Documents and Drawings that have been marked-up to include review comments by Owner's Engineer. All these Wärtsilä Documents and Drawings are included in Attachment #1, a single 1578-page pdf.

#### ITEM #7

Revise DIVISION 01, PART 8 – Attachments, 8.15 WEG Technical Documents and Drawings as follows:

Replace WEG Technical Documents and Drawings with attached WEG Technical Documents and Drawings. All these WEG Documents and Drawings are included in Attachment #2, a single 112-page pdf.

#### **ITEM #8**

Bidders should consider the attached Technical List of Clarifications (ATTACHMENT #3) issued in response to various questions received to date from Prospective Bidders. Bids should accommodate the additional information and/or revisions included in that List.

#### **ATTACHMENTS:**

- Wärtsilä Technical Documents and Drawings that have been marked-up to include review comments by Owner's Engineer
- 2. WEG Technical Documents and Drawings
- 3. Technical List of Clarifications