

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

Terminal Dredging: Vallejo
RFP Document #18-019

ADDENDUM NO. 2

August 13, 2018

SCOPE

This Addendum No. 2 consists of 2 pages. It includes the following:

1. Corrections.
2. Questions asked to date with response.

This addendum has been listed on WETA's web site for review to all potential bidders.

1. CORRECTIONS

1 SECTION 00100 INVITATION FOR BID:

All questions prior to award of the Contract shall be in writing and directed to the attention of the undersigned via email to Stahnke@watertransit.org. The deadline for submissions of questions and clarifications concerning the Contract Documents is ~~August 10, 2018~~ **August 15, 2018**. Answers will be distributed to all Bidders and may be in the form of Addenda to this IFB. Only signed Addenda issued by WETA are binding.

2 SECTION 007700 GENERAL PROVISIONS: PART 3 - CONTRACTOR

3.13 INDEMNIFICATION

- i. Contractor shall defend, indemnify, and hold harmless the San Francisco Bay Area Water Emergency Transportation Authority, the City of Vallejo, ~~the San Mateo County Harbor District~~, and their respective directors, officers, employees, and agents, including the Owner's Designated Representative, and the successors and assigns of any of them (collectively referred to as "Indemnities") from and against all claims, demands, liability, suits, actions, costs or expenses for any and all loss or damage, including, but not limited to, personal injury, property damage, or economic loss, arising out of or resulting from allegations of (i) Contractor's use of Owner's property or any activities or Work performed hereunder by Contractor; (ii) Contractor's performance of the Work under the Contract; or (iii) Contractor's breach of any provision of the Contract. The duty of Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The only exception to these provisions is that Contractor's obligations under this section will not apply to the extent that the claims, demands, liability, suits, actions, costs or expenses are caused by Indemnities' active negligence, willful misconduct or criminal acts. Contractor waives any and all rights to any type of express or implied indemnity against Indemnities. This indemnity shall survive termination or Acceptance of the Contract.

2. QUESTION AND ANSWER

- Q1:** Section 1.2 TIME FOR COMPLETION indicates the following: "Time is of the essence for this Project to ensure dredging is completed and ferry operations are not adversely impacted. All Work shall complete no later than the end of the approved environmental Work window for dredging operations in Mare Island Strait."
Permits indicate that the environmental window closes on October 15. The specification indicate that the environmental window will be extended to November 1. Please confirm the environmental window in an addendum.
- A1:** ***WETA and Foth are working with the environmental agencies to allow for work to be extended through November 1st.***
- Q2:** It is just going out to our subcontractors today. Is it possible to extend the question period to Wednesday, August 15 to give them a chance to review and ask any questions?
- A2:** ***Yes, see above.***
- Q3:** Please provide an engineer's estimate for project 18-019.
- A3:** ***Engineered Estimate: \$1,900,000.00***
- Q4:** The Specifications, 1.05 COORDINATION AND INTERPRETATION OF CONTRACT DOCUMENTS indicate the following:
Contractor shall anticipate that it will be necessary to prepare and submit RFIs regarding the Contract Documents. The Owner will respond to each RFI by no later than fourteen (14) days after receipt of the RFI, unless the RFI is of significant complexity. Furthermore, in the event that there are numerous RFIs pending, Contractor shall cooperate with Owner in establishing a priority for responding to the RFIs, and potentially some RFIs may be responded to beyond the fourteen (14) day period.
Since the timeframe to complete the project is based on a small dredge window, can the owner reduce the amount of time to respond to RFI's to 2-3 days so as so as to not cause any delay to the progress of the Work and to not cause any impact to Contractor's labor productivity in the field?
- A4:** ***WETA will respond promptly with RFI's to ensure that the Contractor's schedule isn't impacted in the field.***
- Q5:** Please correct the Section 3.13 INDEMNIFICATION section to reflect the correct agencies.
- A5:** ***Please see above.***

ALL REMAINING QUESTIONS RECEIVED BY THE DEADLINE FOR SUBMISSIONS WILL BE RESPONDED TO IN THE FORTHCOMING ADDENDUM.

ACKNOWLEDGMENT BY BIDDER

Each bidder is required to acknowledge receipt of all Addenda, including this Addenda No. 2 as specified in the IFB Instructions to Bidders.

ISSUED BY:



Keith Stahrke
Project Manager

8-13-18
Date