

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

2021 VALLEJO FERRY TERMINAL DREDGING PROJECT IFB#21-008

ADDENDUM NO. 4

June 8, 2021

SCOPE

This Addendum No. 4 consists of six (6) pages with no attachments. It includes the following:

1. Electronic Bid Submission Requirements
2. Bid Opening Zoom Meeting Information
3. Questions and Answers

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

1. Electronic Bid Submission Requirements

Bidders choosing to submit their bid electronically, instead of by mail or personal delivery, must do so according to the instructions contained in this Addendum. WETA will not accept electronic bids submitted in any other format. It is each Bidder's responsibility to make sure WETA receives and is able to open the bid at the time bids are due. Please contact Chad Mason at mason@watertransit.org with any questions regarding the electronic bid submission instructions.

Date: June 11, 2021
Time: 2:00 PM PDT (Pacific Daylight Time)
File Format: PDF
Submit To: Chad Mason at mason@watertransit.org

2. Bid Opening Zoom Meeting Information

See link and call-in information below for the Bid Opening Zoom meeting to be held on June 11, 2021, at 2:00 PM Pacific Daylight Time. The meeting details will also be posted to the WETA Project Opportunities website prior to the pre-bid conference.

WETA Project Opportunities Website

<https://weta.sanfranciscobayferry.com/ifb-21-008-vallejo-ferry-terminal-dredging-project>

Join Zoom Meeting

<https://us02web.zoom.us/j/83631065945?pwd=RHBtVU9YRW93TUJNzdjRTUxbEJudz09>

Meeting ID: 836 3106 5945
Passcode: 106563

Dial by your location

- +1 669 900 6833 US (San Jose)
- +1 253 215 8782 US (Tacoma)

3. QUESTIONS AND ANSWERS

Q28: The Contract Documents state Contractor does not have exclusive access to the Work and the Owner may require that certain facilities and areas be used concurrently by the Contractor and by other contractors working in the area. Please confirm whether any such concurrent work is scheduled or anticipated.

A28: *At this time no concurrent work is scheduled or anticipated.*

Q29: The Contract Documents state the bid date is June 11, 2021, bids must remain open 90 days, and Owner will use best efforts to reject all bids or award the Contract within 45 days [July 26, 2021]. The Successful bidder must sign the Contract within 15 days [August 10, 2021] and NTP will be issued within 120 days of the date Contract is fully executed [December 08, 2021]. However, the Contract Documents also state all work is to be completed no later than September 30, 2021. Please provide clarification and adjust the contract dates to ensure that the Work can be completed within the scheduled time for completion.

A29: *The Contract Documents list out maximum timeframes based on standard contractual language. WETA will make every effort to award the contract at the July 1, 2021, WETA Board of Directors Meeting. It is anticipated that the Successful Bidder will sign the contract within 15 days of the Board meeting. If all contractual paperwork is in order, the NTP can be issued immediately thereafter. Completion of all work by September 30, 2021, remains a contractual requirement and WETA will work diligently with the Contractor to ensure this can be achieved.*

Q30: Please confirm in the event of Contractor-delays, the \$5,000 per day liquidated damages identified in Section 01001 will be assessed in lieu of actual and consequential delay damages.

A30: *Yes, the \$5,000 per day liquidated damages identified in Section 01001 will be assessed in lieu of actual and consequential delay damages.*

Q31: The Contract Documents state the Owner may require that certain facilities and areas be used concurrently by the Contractor and by other contractors working in the area, and when two or more contractors are employed on related or adjacent Owner work, each shall be responsible to the other for loss caused the other due to any unnecessary delays or failure to finish the Work within the time specified. The manner in which liability is structured in the contract makes it difficult to price the work. Please delete this language from 5.01(A) of the General Provisions. If another contractor is delayed it can make a claim therefor but Contractor should not be contractually obligated to pay delay damages to unknown contractors who are not within Contractor's control.

A31: *WETA revises General Provisions, Section 5.01(A), indicated in bold red text, as follows:*

A. The Contractor acknowledges that the Owner may award, or has already awarded, other construction contracts for additional work or may perform additional work with its own forces and that such work may affect the Work under this Contract. Additionally the Contractor acknowledges that the State and other public agencies and private entities may be granted a right-of-entry by Owner for the purpose of constructing facilities within and adjacent to the Work Site. It is the obligation of the Contractor to coordinate its Work with the work of others working within or adjacent to the Owner's property.

During the performance of its Work, the Contractor shall not have exclusive access to or use of the work areas. The Owner may also require that certain facilities and areas be used concurrently by the Contractor and by other contractors working in the area. When two or more contractors are employed on related or adjacent Owner work, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other. **In no event will WETA be responsible for damage to any work, persons or property caused by a contractor's operations, or for any loss caused to a contractor due to any unnecessary delays caused by another contractor or another contractor's failure to finish the work within the time specified for completion.**

Q32: Please include a waiver of consequential damages: "Notwithstanding anything herein to the contrary, Contractor shall not be responsible or liable for any indirect,

consequential or special damages of any type or nature whatsoever and howsoever arising.”

A32: *WETA modifies General Provisions, Section 12.01(F), indicated in bold red text, as follows:*

F. Owner may recover from Contractor the amount of any loss or damages suffered or incurred as a result of Contractor's default. **Notwithstanding the foregoing sentence, Contractor will not be responsible or liable for any indirect, consequential or special damages of any type or nature whatsoever and howsoever arising.**

Q33: The Contract Documents state delays caused by the Owner will be non-compensable when there are concurrent delays caused by the Contractor or concurrent non-compensable delays. However, the Contract Documents do not define compensable delays. Please confirm in the event acts or omissions by the Owner or anyone for whom it is responsible causes delay to the Contractor's Work, such delays shall be deemed compensable delays and Contractor will be entitled to an equitable adjustment in the Contract Price and Contract Time.

A33: *Compensable delays are those delays that meet all of the requirements of General Provisions, Section 8.01(G) in Volume 1. To improve clarity, the formatting of Section 8.01(G) is revised in bold red text as follows:*

G. Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
2. The delay was caused solely by the Owner by Owner's issuance of changes made pursuant to the provisions of Changes in Work elsewhere in these General Provisions or by or acts or neglect of the Owner.
3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the Owner will be non-compensable when there are concurrent delays caused by the Contractor. Also, Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by noncompensable delays, including, but not limited to, fire, floods, tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes. In the event that the Contractor submits a claim for additional costs associated with overhead, the Contractor shall, within sixty (60) calendar days of the Owner's Designated Representative's written request, submit to the Owner's Designated Representative an audit examination and report performed by an independent Certified Public Accountant of the Contractor's actual unanticipated overhead costs. The independent Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's Project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the Project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude all unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31. The audit examination shall determine if the rates of field and home office overhead: **(i)** are allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31; **(ii)** are adequately supported by reliable documentation; and **(iii)** related solely to the Project under examination.

Upon the Owner's Designated Representative's written request, the Contractor shall make its financial records available for audit by the Owner for the purpose of verifying the actual rate of overhead specified in the audit submitted by the Contractor. The overhead specified in the audit, submitted by the Contractor, will be subject to approval by the Owner's Designated Representative.

Q34: It is not acceptable for a Contractor to be deemed the generator of preexisting pollution/hazardous conditions on the Owner's site and further, for the Contractor to hold harmless, indemnify and defend the Owner from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Contractor. Please modify Section 10.02 of the General Provisions to state "Contractor is responsible only for hazardous materials brought to the Project site and/or generated by the Contractor, and will not be responsible for any pre-existing materials containing substances classified as hazardous, potentially hazardous, infectious, toxic or dangerous under applicable law, which shall be disposed of in strict compliance with all regulations as directed by Owner. With respect to any such pre-existing materials, Owner is the generator."

A34: WETA modifies General Provisions, Section 10.02, indicated in bold red text, as follows:

A. The Contractor shall bear full and exclusive responsibility for any release of hazardous or nonhazardous chemicals or substances **by the Contractor** during the course of the Work. The Contractor shall immediately report any such release to the Owner. The Contractor shall be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including, without limit, payment of any fines or penalties levied against the Owner by any agency as a result of such release and shall hold harmless, indemnify and defend the Owner from any claims arising from such release. For purposes of this section only, the term "claims" shall include:

1. All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees or charges imposed by any governmental agency with jurisdiction, and

2. Any claim, cause of action, or administrative or judicial proceeding brought against the Owner, its directors, employees, and agents for any loss, cost (including reasonable attorney's fees), damage or liability, sustained or suffered by any person or entity, including the Owner.

If, **during** the performance of the Work, **Contractor** creates any hazardous wastes, those wastes shall be properly disposed of according to federal, state and local laws, at the expense of the Contractor. The Contractor shall dispose of the wastes under its own EPA Generator Number. In no event shall the Owner be identified as the generator. The Contractor shall notify the Owner of any such hazardous wastes and the Owner reserves the right to a copy of the results of any tests conducted on the wastes and, at its cost, to perform additional tests or examine those wastes, prior to its disposition. The Contractor shall hold harmless, indemnify and defend the Owner from any claims arising from the disposal of the hazardous wastes, regardless of the absence of negligence or other malfeasance by Contractor. Disposal of all Hazardous Materials must be performed in accordance with all applicable federal, state and local laws and regulations. Copies of a required regulatory documentation including copies of final manifests shall be supplied to the Owner.

Q35: Unlike land-based construction, completed dredging activities are subject to natural forces that are entirely outside the control of the Contractor. To clarify the intent of the warranty, please include the following warranty provision: "Upon Contractor's advising Owner that the dredging has been completed, Owner shall inspect the Work and, if acceptable, shall advise Contractor of Owner's acceptance thereof. Contractor

in no way represents, guarantees or warrants that any dredging or excavation will stay open, dredged or excavated for any period of time whatsoever.

A35: *General Provisions, Section 3.04 clearly defines the scope and intent of the warranty. No further clarification is necessary.*

Q36: The allowable dredging permit window for the Vallejo Ferry Terminal Project is August 1st through November 1st and all dredge work must be done during daylight hours only. However, the Contract Documents state all work must be completed no later than September 30, 2021. In light of the potential timing issues and the extended period of time which Owner has to award the contract and issue the NTP, can the completion date be extended to November 1st.

A36: *See Q/A29 above.*

Q37: SECTION 00860, INSURANCE REQUIREMENTS, PART 1 - INSURANCE REQUIREMENTS, 1.5 PROPERTY INSURANCE B. subparagraph 3 requires Builder's Risk coverage on existing and installed floats and piers during this project. Please provide the values of all WETA-owned materials supplied for this Project to price this insurance coverage.

A37: *For purposes of Property Insurance coverage, WETA assets are valued at approximately \$5 million.*

Q38: Please confirm that occurrence-based Contractors Pollution Liability policies will be acceptable in lieu of the stated requirement of a claims made coverage form at C. General Provisions vi. Claims Made Coverage, SECTION 00860, INSURANCE REQUIREMENTS, PART 1 - INSURANCE REQUIREMENTS, 1.10 GENERAL INSURANCE REQUIREMENTS.

A38: *WETA will accept either claims-based or occurrence-based coverage.*

Q39: Does material underneath the permanent gangway need to be removed?

A39: *Yes, material underneath the permanent gangway needs to be removed to the dredge limits shown on the Contract Plans.*

Q40: Could the Owner provide the weight of the temporary gangway that is to be transported?

A40: *The approximate weight of the temporary gangway is 10,000 pounds.*

Q41: Section 1.5 Permit Requirements of Volume 3 of the Contract Documents states "the Contractor is responsible for maintaining water quality standards and shall conform to the requirements of the California Regional Water Quality Control Board, San Francisco Bay Region." Within this requirement, it states "no dredging shall occur on the side slopes..." However, the Vallejo Terminal Site Plan of the Contract Documents indicates that the four (4) existing anchorage piles, which the Contractor is to excavate (i.e. dredge) around to expose piling and inspect connections, are located on the slopes with up to ten (10) feet of cover material. Can the Contractor dredge on the slope to provide relief around the piles in order to inspect them?

A41: *The Contractor shall dredge the Ferry Terminal Basin to -15' MLLW plus a 1' allowable overdepth as shown on the Dredging Plans and shall remove all sloughed materials that fall into the finished dredge areas. The Contractor shall be solely responsible for implementation of all construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Contract. However, the Contractor could choose to complete the excavation of the area around the anchorage piles prior to dredging of the Ferry Terminal Basin in order to inspect the piles. No dredging shall occur on the side slope to the no dredge zone.*

Q42: Section 1.5 Permit Requirements of Volume 3 of the Contract Documents states "the Contractor is responsible for maintaining water quality standards and shall conform to the requirements of the California Regional Water Quality Control Board, San Francisco Bay Region." Within this requirement, it states "no dredging shall occur on the side slopes..." However, the Vallejo Terminal Site Plan of the Contract Documents

indicates that the four (4) existing anchorage piles, which the Contractor is to excavate (i.e. dredge) around to expose piling and inspect connections, are located on the slopes with up to ten (10) feet of cover material. Furthermore, Section 00001 Order of Work of the Contract Documents indicates that excavating around these piles is to occur prior to beginning dredging activities. Given the proposed order of work and the permit requirements, please explain the sequencing for completing the excavation around the existing anchorage piles.

A42: *The Contractor shall be solely responsible for implementation of all construction means, methods, techniques, sequences, and procedures and for coordination of all portions of the Work under the Contract. However, the Contractor could choose to complete the excavation of the area around the anchorage piles prior to dredging of the Ferry Terminal Basin in order to inspect the piles.*

Q43: With regard to the two contractor -furnished steel piles:

- a. **Is there a required grade of steel, minimum strength, etc?**
- b. **Is there a restriction on the type of welded pipe? i.e. spiral, straight seam, etc?**
- c. **Is there a restriction on the country of origin?**
- d. **Are the piles uncoated?**

A43: a. *The two Contractor-furnished steel piles shall be a minimum of 50 ksi steel with minimum ½ inch wall thickness.*
b. *The pipe shall be welded with a full penetration butt weld.*
c. *See IFB Section 00820, Federal Requirements, Section 2.02 Buy America Requirements.*
d. *Yes, the piles may be un-coated.*

Q44: Are the four piles retrieved from CS Marine at a location where they can be directly picked up with a crane barge from the water or does the contractor have to move them within CS's yard?

A44: *The Contractor shall arrange for all movement of the piles with CS Marine and shall be responsible for all such expenses.*

Q45: Upon returning the piles to CS's yard, can they be dropped off to a point within reach of the crane barge?

A45: *See Q/A44 above, the Contractor shall arrange a drop off location with CS Marine and shall be responsible for all such expenses incurred.*

Q46: Are there any schedule/hour of operations restrictions for pile driving and removal?

A46: *Pile driving and removal operations shall be limited to a maximum of 8 hours of vibratory hammer installation per day.*

Q47: Since the float will not go into dry dock, it will not be feasible to contain for abrasive blasting. Please more guidance on the preparation and painting of the float.

A47: *WETA will allow for mechanical prep to SSPC-SP3 from waterline up to deck edge.*

ACKNOWLEDGMENT BY BIDDER

Each bidder is required to acknowledge receipt of all Addenda, including this Addendum No. 4 as specified in the IFB Instructions to Bidders.

ISSUED BY:



Chad Mason
Senior Planner/Project Manager

June 8, 2021
Date