

SAN FRANCISCO BAY AREA WATER EMERGENCY TRANSPORTATION AUTHORITY

VALLEJO FERRY TERMINAL 2017 MAINTENANCE DREDGING PROJECT IFB#17-023

ADDENDUM NO. 2

August 28, 2017

SCOPE

This Addendum No. 2 consists of four (4) pages. It includes the following:

1. Specification Clarification
2. Questions asked to date with responses

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

1. SPECIFICATION CLARIFICATION

- **Replace the following from Section 02482, Dredging and Disposal, 3.15 Final Examination and Acceptance:**

3.15 FINAL EXAMINATION AND ACCEPTANCE

A. As soon as practicable after the completion of the entire Work or any section thereof (if the Work is divided into sections) as in the opinion of the ODR will not be subject to damage by further operations under the contract, such Work will be thoroughly examined at the cost and expense of the Owner by sounding or by sweeping, or both, as determined by the ODR or his authorized representative. The Contractor or his authorized representative will be notified when soundings and/or sweepings are to be made, and will be permitted to accompany the survey party. When the area is found to be in a satisfactory condition, it will be accepted finally. Should more than one sounding or sweeping operations by the ODR over an area be necessary by reason of Work for the removal of shoals disclosed at a prior sounding or sweeping, the cost of such ~~third~~ **second** and any subsequent sounding or sweeping operations will be charged against the Contractor at the rate of \$8,500.00 per day for each day in which the ODR is engaged in sounding or sweeping and/ or is enroute to or from the Site or held at or near the said Site for such operations.

B. If the preliminary data indicates that the dredged area is not to the required lines and grades or has not been dredged in accordance with these Specifications, the Contractor will be directed by the Owner to resume dredging to complete the Work to project depth, and, following such additional dredging the

Owner shall re-survey the area. The dredging and re-survey shall be repeated until the Contractor achieves project depths in conformance with the Contract Documents.

C. Final acceptance of the whole or a part of the Work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the Work.

2. QUESTIONS AND ANSWERS

Q1: Ask that we be provided with point of contact information at Mare Island Dry Dock (MIDD) so we can include all associated with the required agreement for MIDD offloading at SRCS as stated in the bid documents ?

A1: *Prospective contractors shall contact Mr. William Dunbar from Mare Island Dry Dock, LLC at 707-652-7356 ext. 111 for pricing and coordination of the offloading of the dredge materials at Cullinan Ranch Restoration Site.*

Q2: Are we correct that since all three (3) permits in Attachment B, USACE, BCDC and CDFW cite (see enclosed pdf) that prior to each dredging episode that the permittee (WETA) is to install, use and maintain a temporary passenger float etc.. Moreover, all bidders are to expect and base their bids accordingly that any and all tasks and actions needed to undertake this collective agency permit(s) requirement to install a temporary passenger float are NOT currently included or shown on the contact plans and therefore will be the sole responsibility of WETA and that NO costs NOR any activities associated with any temporary passenger float are to be included with any bidders pending sealed bid proposals ?

A2: *In accordance with the contract documents, the scope of work does not include the installation of a temporary float nor does it include the removal of the permanent float system. The permanent float system shall remain in place during the dredging event.*

Q3: If our above interpretation is NOT accurate/correct we ask that the enclosed revised and annotated pdf copy of the bidding plans be viewed and clarified as follows :

- a. Again, SRCC's understanding of the regulatory permits is reinforced on page 2 ... whereby our bid will be based on #2 above unless WETA states to all bidder(s) otherwise prior to the bid opening via addendum etc..
- b. Page #3 indicates that the existing ferry dock and gangway to remain in place which is opposite #2 and #3a noted above ??
- c. Pages #4 and #5 each depict/illustrate that dredge materials are to be removed from directly beneath the float platform whereby if WETA plans on dredging to be conducted as such SRCC asks :
 - i. Are bidders to base bids on dredging being permitted to be performed by first dragging/scrapping materials indicated in the pre dredge survey from beneath the fixed float , then re-handling same material(s) and then lastly loading into dump scows for subsequent transit and unloading at CRRS??
- d. Can bidders expect that per the CDFW permit ; page 5/13, under 2.5 Equipment (also on last page of enclosed pdf 2 TEMP DOCK) that dredging with an alternate bucket other than solely a " clamshell bucket only" will be permitted particularly if the dredging is indeed to be conducted beneath the existing float (that is noted on page #3 of the annotated plans) depicted to remain during removal of accumulated bay mud and further delineated on pages #4 & #5 of the bidding plans?

A3: *The permits provided are for a multi-year dredge event and cover episodes where a temporary float system is to be installed. For this episode, the temporary system will*

not be installed and the permanent system will remain in place for the dredge event. The Contractor shall determine their means and methods in accordance with the permit requirements for dredge equipment for removal of the material.

- Q4:** Is our understanding correct that for this sealed bid, bidders are NOT required to send any "Reference Forms" per 00410-5 & 6 seeking its owners/previous clients to complete as indicated and then have them mailed/emailed as instructed back to WETA since instead bidders will be providing per Cert: Experience & Qualifications 00420-1 & 2 at least three (3) most recent projects of similar nature, size, complexity etc.. to satisfy this requirement ?
- A4:** ***The Contractor shall submit all required forms in accordance with the Bid Forms, Section 00410, Addendum No. 1.***
- Q5:** If our interpretation of above #4 is incorrect we ask WETA to clarify if the "Reference Forms" per 00410-5 & 6 that are to be completed by bidders clients/owners can these forms be emailed directly to Keith Stahnke (KS) instead of being mailed ?? Also, what is the minimum number required by WETA and what is the deadline that WETA via will accept any for consideration as part of the bids presently due on 8/30/17 @ 2:00 PM ?
- A5:** ***Reference forms can be emailed***
- Q6:** Is our interpretation correct that bidders are not required to include with this bid and Property Insurance coverage, "All Risk" since there are no materials, supplies etc.. being incorporated with the scope of this strictly maintenance dredging contract ??
- A6:** ***WETA is requiring property insurance for the following: "Contractor's own business personal property and equipment to be used in performance of this Agreement***
- Q7:** Is our interpretation correct that Section 00500 -1 through 4 - Form Of Agreement is NOT required to completed and included with our sealed bid package ??
- A7:** ***That is correct, Section 00500 is for reference only.***
- Q8:** SRCC contacted the City of Vallejo in regards to Volume 2 Section 0001 Part 1 1.1 C and specifically inquired what the price would be to secure the stated " any permits required by the City Of Vallejo and their Grading Permit " and were informed by City staff that it was not able to discern anything relating to our request until staff is provided at a future date with a copy of the signed agreement and contract plans for the project etc... Based the City's current stance SRCC asks that WETA instruct bidders to carry a fixed lump sum amount of monies for the sole use to cover the fees that cannot now be determined before the bid due date ?
- A8:** ***Contractors shall make their determinations for fees associated with the City of Vallejo.***
- Q9:** Is our understanding correct that under Volume 2 , 1.5 Special Conditions And Restrictions that so as not to interfere with ferry operations that all bidder's are to base their bids on conducting dredging ONLY between the hours from after 9:00PM up until 5:00AM during weekdays and after 10:30PM up until 8:00AM for weekends and major holidays?
- A9:** ***The Contractor shall determine their means and methods for activities to ensure that ferry operations are not disturbed. Additionally, the Contractor shall adhere to the City of Vallejo's requirements for dredging operations.***

Q10: Is our interpretation correct that in order to facilitate that the ferry operations remain fully operational and are not interfered in any manner that WETA will waive and remove the contradicting and opposing restriction currently stated in Volume 3 , Section 02482 ; D. 3 which stipulates and requires that " Contractor's working hours for dredging are daylight only" and will be amending/revising it to comply with SRCC's understanding of dredging hours needed to accomplish the work as indicated in above #9 being repeated herein :

"all bidder's are to base their bids on conducting dredging ONLY between the hours from after 9:00PM up until 5:00AM during weekdays and after 10:30PM up until 8:00AM for weekends and major holidays"

A10: See Q/A9.

Q11: Is our understanding correct that WETA is solely responsible to conduct and pay for the DMMO required pre-dredge survey with volume calculations for this episode which is to be included and represented in the expected volumes in the necessary DOP submittal ??

A11: *A pre-dredge survey has been conducted, however it is recommended that the Contractor conduct a condition survey with the WETA Engineer on board to verify conditions and/or additional accretion conditions. The condition survey shall be performed in accordance with the Contract Document requirements.*

Q12: Is our interpretation correct that as specified in Volume 3, Section 02482-21; 3.15 Final Examination And Acceptance that WETA will be conducting at its sole cost and expense up to two (2) final post dredge surveys with volume calculations but in the event a third or more post dredge survey(s) with volume calculations are needed to obtain the projects final acceptance the contractor will be charged at a \$8,500.00 per day ?

A12: See Specification Clarification above.


Q13: Based on the interpretation SRCC has stated in above #11 & #12 are we correct that SRCC is not required to conduct at its sole cost and expense any pre-dredge or post dredge surveys or any associated volume calculations as such tasks will be undertaken by WETA ??

A13: *The Contractor shall perform a condition survey as stated in Q/A11. It is advised that a condition survey be performed at the conclusion of work to ensure that the dredge depths have been achieved by the Contractor prior to sending WETA's Engineer to survey the area.*

ACKNOWLEDGMENT BY BIDDER

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

ISSUED BY:



Keith Stahnke
Manager, Operations

8-28-17

Date