



## **ADDENDUM #2**

### **PORT OF REDWOOD CITY WHARVES 1-4 MAINTENANCE DREDGING**

**Date of Issue: 8/30/18**

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#### **BIDDER QUESTIONS AND RESPONSES**

Question 1: *Regarding the Department of Fish and Wildlife permits, it appears approval has been granted for the expansion. In the 2015 permit project description (page 2 of 16), it states that, "No more than 50,000 CY of sediment per dredging event shall be removed." Will the Port please confirm that the current bid quantity total of 57,500 cy plus up to 125% of that volume is permitted to be dredged and disposed during this current dredging event?*

Response 1: The updated CDFW Permit Application is part of this addendum. The application increases the quantity for each dredging episode to 70,000 CY.

Question 2: *In addition to the sampling and analysis report, is there any additional information available that might indicate the geotechnical properties of the material, specifically the new work dredging? (compressive strength, torvane, etc.)*

Response 2: Please find the geotechnical investigation reports performed in 2012 at Wharves 1 & 2 and 2016 at Wharves 3 & 4 as part of this addendum.

Question 3: *Does the Port anticipate any other contractors impeding water-side access to the dredge site?*

Response 3: Please assume the following monthly call schedule:

- Wharves 1 & 2 – 4 aggregate ship calls at 1 day per call and 1 cement ship for 5 days (the cement is very speculative).
- Wharves 3 & 4 – 1 gypsum ship at 2 days, 1 scrap ship at 4 days and 1 bauxite ship at 5 days.

Question 4: *Is the intent of Section 00500 "Agreement" paragraph 5 and Section 3.04 "Hold Harmless Agreement" of the General Conditions to be in conformance with Section 2782 of the California Civil Code?*

Response 4: Yes, the sections of the contract documents are in conformance with 2782.

Question 5: *Is the .xyz survey file available?*

Response 5: The drawing file associated with the January 2017 survey is attached as part of this addendum.

Question 6: *Does the 46,000 cy slated for SF-DODS disposal qualify as cover material for upland placement?*



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Response 6: 25,000 cubic yards qualifies as cover material at Montezuma. This material is at Wharves 1 & 2 in DU-1.

Question 7: *In order to avoid unnecessary contingencies in bids, please confirm that liquidated damages are to be inclusive of, and not in addition to, the "actual costs of engineering, engineering, inspection and administration incurred during the extension" of an unexcused delay as referenced in General Conditions section 00700-300 paragraph 8.04 A.*

Response 7: Liquidated damages are inclusive of, and not in addition to, the actual costs of engineering, inspection and administration.

Question 8: *To avoid unnecessary contingencies please consider clarifying the contract by including a waiver of consequential damages clause with language similar to the following: "Notwithstanding anything herein to the contrary, Contractor shall not be responsible or liable for and Port hereby waives, any indirect, consequential or special damages of any type or nature whatsoever and howsoever arising, including, without limitation, loss of profits, loss of income, loss of business opportunity, business interruption, loss of use and/or loss of ability to use undamaged component or system parts, whether resulting from negligence, breach of contract or otherwise, and regardless of whether such damages may have been foreseeable."*

Response 8: Liquidated damages are a waiver of consequential damages.

Question 9: *In the event of Contractor default, the Port has required performance bonds which will provide a remedy. As Contractor's equipment is highly specialized and of considerable value it is not appropriate to have a third party take possession. Please delete the word "equipment" from Section 00700-33 Paragraph 8.09 B.*

Response 9: The word 'equipment' can be deleted from Section 00700, Paragraph 8.09B. Please see revised section:

#### **Section 00700**

##### **8.09B**

Upon such termination, the Contractor shall discontinue the Work, or such parts of it as the Port may designate. Upon such termination, the Contractor's control shall terminate and thereupon the Port or its fully authorized representative may take possession of all or any part of the Contractor's materials, tools, ~~equipment~~, and appliances upon the premises and use the same for the purposes of completing the Work and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the Work and for the completion thereof; or the Port may employ other parties to carry the Contract to completion,



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employ the necessary workers, substitute other machinery or materials and purchase the materials contracted for, in such manner as the Port may deem proper; or the Port may annul and cancel the Contract and relet the Work or any part thereof. Any excess of cost arising therefrom over and above the Contract price will be charged against the Contractor and its sureties, who will be liable therefore.

*Question 10: 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: "The warranty provisions herein do not apply to the dredging portion(s) of the work. With respect to dredging, upon Contractor's advising Port that the dredging has been completed, the Port shall inspect the Work and, if acceptable, shall advise Contractor of Port's acceptance thereof. Contractor is not required to and in no way represents, guarantees or warrants that any dredging or excavation will stay open, dredged or excavated for any period of time whatsoever."*

Response 10: The following sentence applies to all warranty provisions: "Contractor does not in any way guarantee or warrant that any dredged or excavated area will remain at the dredged or excavated level for any period of time."

### **ATTACHMENTS TO ADDENDUM #2**

Attachments to this addendum include the following:

1. CDFW 1600 Streambed Alteration Agreement Application
2. Geotechnical Investigation for Wharves 1 & 2 Replacement
3. Geotechnical Investigation for Wharves 3 & 4 Replacement
4. January 2017 Survey Data

**END OF ADDENDUM #2**