

June 22, 2016



GOLDEN GATE BRIDGE
PHYSICAL SUICIDE DETERRENT SYSTEM
FEDERAL-AID PROJECT: BHLS-6003(051)
and
WIND RETROFIT
FEDERAL-AID PROJECT: BHLS-6003(052)

Contract No. 2016-B-1

To: Prospective Bidders

RE: **Response to Bidders' Question No. 241 through 246**

Ladies and Gentlemen:

The following are the responses to questions submitted by prospective bidders and designated as Bid Question No. 241 through 246:

BID QUESTION No. 241:

5-1.42

The last sentence of the fourth paragraph reads, "You will have no claim against the District if you fail to promptly submit any RFI to the District, after consideration of the thirty (30) day response period of the Engineer."

Please, clarify the intent of this statement and how time relates to a "claim" against the District.

RESPONSE:

Section 5-1.42, Requests for Information, states the Contractor must anticipate that it will be necessary to prepare Requests for Information ("RFI") regarding the Contract Documents; the Contractor must prepare RFIs so as to not cause any delay to the progress of the work and to not cause any impact to the Contractor's labor or fabrication productivity; and the Contractor will have no claim against the District if the Contractor fails to promptly submit any RFI, after consideration of the thirty (30) day response period of the Engineer.

The intent of this statement is to alert the Contractor that RFI's will be necessary and must be taken into consideration when scheduling and planning the work. When planning for the work, the Contractor must account for the time it will take to perform field measurements and verifications and to identify any conflicts between the existing conditions and the Contract Documents or any discrepancy within the Contract Documents. The Contractor must also account for the time it will take to prepare and submit an RFI, for the 30 days of Engineer's review and response, and for the time it will take to incorporate the response into working drawings and work plans. The Contractor will not have a claim against the District if the Contractor does not allow time for all these activities, including the 30-day time period the Engineer has to respond to an RFI, when scheduling and planning the work.

BID QUESTION No. 242:

48-3.01D(3)(d)

The first paragraph reads, in part, "You must design, furnish, install...protection of the existing seawall near Pylons S1 and S2 during all stages of work near the seawall..."

The Contractor does not recognize any operations near the seawall. Please, confirm this requirement only applies to marine equipment moored near / to the seawall.

RESPONSE:

The requirement to design, furnish and install protection of the existing seawall not only applies to marine equipment moored near/to the seawall but also to all other work which will take place near the seawall.

As stated in Section 5-1.20B(1), General, the District has obtained a Special Use Permit from the National Park Service, which authorizes access and certain construction activities within lands owned and managed by the NPS, including the fenced areas on the west side of the South Anchorage Housing and Fort Point, and around Pylons S1 and S2, which are in close proximity to the seawall. As a condition of the permit, to access these areas, the Contractor must submit and obtain Engineer's approval of a Cultural and Historic Resource Protection Plan, which must include the methods, procedures, and practices to prevent any damage from the Project to the seawall. In addition, Section 48-3.01D(3)(d), Temporary Protective Cover for Seawall Protection, requires the Contractor to submit and obtain the Engineer's approval of a Seawall Protection Plan. The Contractor must include in these plans the proposed temporary structures and measures which will be used to protect the seawall from any potential damage due to the Contractor's operations. Prior to bringing equipment and materials into these areas, the Contractor must obtain approval of both plans and install the seawall protection, otherwise the Contractor will not be allowed to stage any construction operations in these areas.

BID QUESTION No. 243:

48-3.03A

The tenth paragraph begins, "Prior to proceeding with bridge removal operations and prior to use of any temporary structures, your engineer who is registered as a Civil Engineer in the State of California must inspect the temporary structures for conformity..."

Please, confirm this engineer is not required to be the LCE and only be a registered engineer (either in the contractor's employment or employed as a consultant).

RESPONSE:

See Addendum 8 for revised Section 48-3.03A.

The engineer who is required to inspect a temporary structure for conformity with the approved working drawings prior to the Contractor proceeding with bridge removal operations and prior to use of the temporary structure does not have to be the Lead Construction Engineer. The engineer must be registered as a Civil Engineer in the State of California. The engineer may be an employee of the Contractor or may be an employee of a consultant to the Contractor.

In accordance with Section 2-1.36B(2), Lead Construction Engineer - KEY MEMBER POSITION, the Lead Construction Engineer is responsible for the overseeing the installation of all temporary work and must inspect each item of temporary work on a weekly basis and prepare a report documenting the inspection to be furnished to the Engineer.

BID QUESTION No. 244:

There is no mention of acts of war or terrorism in Division I Section 8-1.07B(1). Should these items be added to the listed delays valid as a basis for a time extension under the contract?

RESPONSE:

Section 8-1.07B, Time Adjustments, specifies conditions under which the Contractor may be entitled to a Contract time extension. If an act of war or terrorism delays the actual performance of the work beyond the current Contract completion date, the Contractor may be granted a time extension. In order to be granted a time extension, the Contractor must substantiate, as specified in Section 8-1.07B, that the act of war or terrorism delayed the actual performance of the work beyond the current Contract completion date.

Note that in accordance with Section 8-1.07C, Payment Adjustments, a compensable Contract time extension can only be granted if a delay was solely caused by the District. A delay due to acts of war or terrorism will not be deemed a delay caused by the District, as the District has no control over such events, and such delay will not be deemed a compensable delay.

BID QUESTION No. 245:

Based on Book 2, Page SDS 48-5, Section 48-3.01(3)(D) – Temporary Protective Cover For Seawall Protection, "You must design, furnish, install, remove and dispose of shoring, bracing and other temporary structures and measures required for the protection of the existing seawall near Pylons S1 And S2 during all stages of work near the seawall and must conform to the approved Seawall Protection Plan, the Plans and these Special Provisions. Attention Is directed to Section 2-1.06B for the identification of certain reference drawings of the existing seawall near Pylons S1 And S2".

- a. Please confirm that this protection is not required if the contractor's access and/or means & methods does not interfere nor require construction activities near the seawall

RESPONSE:

As stated in Section 5-1.20B(1), General, the District has obtained a Special Use Permit from the National Park Service, which authorizes access and certain construction activities within lands owned and managed by the NPS, including the fenced areas on the west side of the South Anchorage Housing and Fort Point, and around Pylons S1 and S2, which are in close proximity to the seawall. As a condition of the permit, to access these areas, the Contractor must submit and obtain Engineer's approval of a Cultural and Historic Resource Protection Plan, which must include the methods, procedures, and practices to prevent any damage from the Project to the seawall. In addition, Section 48-3.01D(3)(d), Temporary Protective Cover for Seawall Protection, requires the Contractor to submit and obtain the Engineer's approval of a Seawall Protection Plan. The Contractor must include in these plans the proposed temporary structures and measures which will be used to protect the seawall from any potential damage due to the Contractor's operations. Prior to bringing equipment and materials into these areas, the Contractor must obtain approval of both plans and install the seawall protection, otherwise the Contractor will not be allowed to stage any construction operations in these areas.

BID QUESTION No. 246:

Qualifications Attachment N

Attachment N – Section II: Minimum Qualifications and Experience for Bidder's Organization and Project Management Team covers potential supplier/subcontractor scopes for Items 18 (Paint), Item 19 (SDNS), Item 20 (Structural Systems – Net Supports), and Item 21 (Maintenance Traveler). These requirements are specific to the party performing the work and required to be submitted at the time of the bid submission.

Please confirm the District provided "List of Plan Holders" is maintained to be complete, accurate, and current with all plan holder firms. The contractor assumes the District will not accept Bids from Firms which are not current plan holders at the time of bid. The contractor assumes the District will not accept Bids from Firms which list Subcontractor or Suppliers which are not current plan holders at the time of bid.

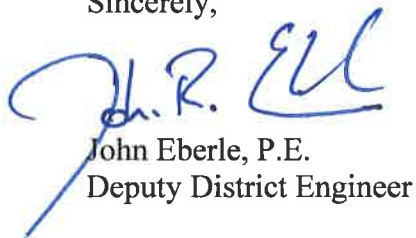
RESPONSE:

The District provided "List of Plan Holders" is a complete listing of all current plan holders which are firms that have completed the Non-Disclosure Agreement for Bidding Purposes and have received the Contract Documents and all addenda. This list does not include firms that have completed the Non-Disclosure Agreement for Bidding Purposes but have returned to the District all copies of the Contract Documents, addenda and other security sensitive documents in their possession in accordance with the agreement. These firms have been removed from the "List of Plan Holders."

The District will not accept a bid from a bidder (a prime contractor), which is not a current plan holder. Also, in accordance with Section 2-1.30B, Mandatory Pre-bid Meeting, the District will not accept a bid from a bidder who did not attend the Pre-bid meeting, and, in accordance with Section 2-1.30C, Mandatory Job Walk-Through, the bidder's senior cost estimator responsible for preparing the bidder's bid for this Contract and the bidder's intended Project Manager must have attended a job walk through.

See the District's response to Bidder Question Nos. 25 and 27. The District will accept bids from bidders which list subcontractors or suppliers which are not current plan holders at the time of bid. As stated in the response to question 25, the pre-bid meeting is not mandatory for subcontractors. As stated in the response to question 27, if a bidder chooses to list a subcontractor or enter into a subcontract with a subcontractor, consultant or supplier that has not reviewed the Contract Documents, because the bidder has made the decision that such subcontractor does not need to access the Contract Documents to provide the bidder with a bid, the bidder will be solely responsible for any and all cost and time impacts related to such subcontracted work. The District will consider any party participating in a bid proposal that has not executed the Non-Disclosure Agreement for Bidding Purposes with the District and fulfilled all other related conditions as not having had access to the Contract Documents to review them.

Sincerely,



John Eberle, P.E.
Deputy District Engineer