

WUT Fender System Replacement Completion

Contract No. 071678

MID: 201107.02

Response to Contractor Questions

No.	Question	Section	Port Response
1	Due to busy market conditions, we respectfully request a one week extension to the bid deadline	00 11 13	Bid opening will be extended by a week. See Addendum 1 for new bid date.
2	Will the Port provide any mooring/berthing space for Contractor's marine equipment outside the 72-hour mobilization windows?	01 14 00	No. A mooring / Berthing space will not be available.
3	Will the Contractor be allowed to demolish and replace more than one critical fender per working window during mobilization 3-8 if time permits?	01 14 00	Yes. See Addendum 1 for details.
4	The Mobilization and Demobilization bid item is measured as (8) EA, based on the sequencing outlined in the specifications. If Contractor is able to complete the scope of work in the Base Bid in fewer than eight mobilizations, will the remainder of the Mobilization and Demobilization be withheld? Consider revising this to a lump sum measurement to allow for variations in Contractor means and methods.	01 20 00	If the contractor is able to complete the scope of work in the base bid in fewer than 8 mobilization, the remainder of the mobilization and demobilizations will be withheld. Mobilization and Demobilization bid item to remain measured per EA.
5	Please confirm the concrete patch on Detail 1/S3.2 can be placed with repair mortar per Specification Section 03 60 00 ¶2.01.	03 60 00	The vertical and overhead repair mortar specified in Section 03 60 00, paragraph 2.01 is not suitable for use for the concrete patches indicated in Detail 1 on sheet S3.2. Cast-in-Place Concrete meeting the requirements of Section 03 30 00 and the Concrete notes on S1.1 shall be used for these patches.

6	For bidding purposes, should it be assumed the work in Additive Alternate Bid Items #7 and #8 will be performed in a 72-hour Saturday-Monday window, similar to the Base Bid work?	01 14 00	It is anticipated that the work window will be 72 hours. See Addendum 1 for details.
7	The Contract documents are unclear regarding Contractor's liability for project delays. Liquidated damages are set in the Agreement at \$700 per calendar day for failure to achieve substantial completion and \$70 per calendar day for failure to achieve final completion. The General Conditions further state, "Any provisions in the Contract Documents for liquidated damages shall not preclude other damages due to breaches of Contract of the Contractor." Since liquidated damages are assessed not as a penalty but as a reasonable pre-estimate of probable damages when actual/direct damages are difficult to calculate, please confirm that the liquidated damages set forth in the Agreement will be assessed in lieu of actual damages and shall be the Port's sole remedy for Contractor delays.	00 52 00 & 00 72 00	Language around liquidated damages to remain as stated in the project documents.
8	Please confirm that in lieu of actual damages that liquidated damages of \$700 per calendar day are the Port's sole remedy for contractor's delayed completion of work during any of the scheduled work windows.	00 52 00	Language around liquidated damages to remain as stated in the project documents.

9 General Condition 3.14 G states, "Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from and against any liability, expense, fines, penalties, cost, demand, or other obligation, resulting from or out of any cyber-related risk that includes theft, loss or misuse of data, release of private information as result of a network breach, penetration, compromise, or loss of IT systems control." As drafted this indemnification is unlimited and it is unreasonable to expect Contractors to indemnify for cyber incidents unrelated to Contractor's work. Please confirm and amend this language to reflect that contractors shall only be responsible to indemnify for cyber-related risks that are caused by or arise out of the contractor's work.

10 Please confirm 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 The Port. With respect to any such pre-existing materials, The Port is the generator.

00 72 00

Per General Condition 3.14-A, the contractor is only responsible to indemnify "to the fullest extent permitted by law and subject to this section 3.14".... "and in proving the right to indemnification ("Claims"), arising out of, or resulting from, the acts or omissions of the Contractor, a Subcontractor of any tier, their agents, and anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable (individually and collectively, the "Indemnitor").

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Contractor is only responsible for hazardous materials brought to the project site and generated by the contractor. Pre-existing hazardous materials not mentioned in the project documents will be handled as described in section 01 35 43.13 Hazardous Materials Handling Procedure