

QUESTIONS & RESPONSES #01
PROCUREMENT NUMBER: 092026-1061
RFP/RFQ TITLE: Maintenance Dredging at Piers 3 and 4 and WUT
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QUESTIONS DUE DATE: Tuesday, October 20, 2026, @ 2:00 PM (PDT)
Q&A ISSUE DATE: 10/23/26

#	Question	Answer	Question #
1	Does the work need to be performed in 2026-27 in-water work window? Or could it be performed next year in the 2027-2028 in-water window?	Addendum 1 addresses the completion date. Updated to state work items to be completed by February 14, 2027	Site Visit
2	Are you expecting to encounter rocks?	We do not anticipate to encounter large boulders or rocks in the dredge path, beyond normal quarry spalls for scour protection. However, we have included the Dredge Debris Allowance to cover expenses related to any issue with large rock/debris	Site Visit
3	Work must be coordinated with vessel operations, is there an average window of availability (%) near the berths to perform the work that you can provide?	Vessel Call to WUT and Husky are posted on the NWSA and Port website. These are updated regularly and depict the most accurate schedule of vessels. Routine calls are also posted, however all are subject to change on a short notice. We will work with the Operators and contractors to schedule dredging activities as smoothly as possible.	Site Visit
4	Related to the last bid item 'Dredging Standby', is there a spot to store our barge when on standby?	The port has not identified any specific location to store barge during standby time. However, we will work with operations and try to locate berthing near the project site as it is available.	Site Visit
5	The Contract Documents specify that the Port may perform other work at the Site with Port employees, or through contracts for such other work, and that Contractor must coordinate with such other work. Please confirm whether any such work is scheduled or anticipated during the period of this work.	There is no intended work for Port employees, or other contractors, outside of Project Management and Inspection for this specific project.	Q-004268
6	Please confirm in the event of changes in laws or regulations taking effect after submission of Contractor's bid, Contractor shall be entitled to an equitable adjustment to the extent such change impacts Contractors' cost and/or time of performance.	Answered in 01 41 00, 1.02.B	Q-004268
7	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 and update the contract documents to reflect that in the event of delayed performance, liquidated damages will be assessed in lieu of actual/direct and consequential damages.	All liquidated damages language will remain as published in the Contract Documents.	Q-004268
8	Five-part funding question: a. Will this project receive Federal financial assistance (it is funded in whole or in part by the U.S. Government), yes or no? b. Please provide the full name of the Federal agency providing financial assistance for this project. c. Please provide the date (day, month, and year) the Federal financial assistance grant or loan for this Project was awarded. d. Please confirm the domestic product preference requirements (e.g. 2 CFR 184 and the "Buy America" preference in BABA) apply to this Project, and conform the contract documents. e. If this Project will receive Federal financial assistance and 2 CFR 184 does not apply, please provide complete documentation from the Federal funding agency about the applicable domestic project preference requirements, and conform the contract documents.	a. No federal funding b. N/A c. No Grant award d. No BABA e. N/A	Q-004268
9	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 Owner/Port. With respect to any such pre- existing materials, Owner/Port is the generator.	Correct. Contractor is responsible for only hazardous materials they bring onto the site. Any unknown hazardous materials found during construction/dredging will be disposed of at the expense of the Port.	Q-004268

10	Sections 9.01 (A) and (B) make Contractor responsible for preventing deterioration of the Work during a Suspension and for the costs to correct or restore the deteriorated Work. However, dredging is subject to natural forces that are entirely outside of the control of the Contractor and 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. Please modify the Contract Documents to state that "Prior to any Owner/Port directed Suspension of the Work, the Owner/Port will inspect the Work and advise Contractor of Owner's/Port's acceptance of the completed portions of Work. Once the Suspension is lifted and immediately prior to resuming the Work, the Owner/Port will inspect the Work to see if any deterioration has occurred during the Suspension. If the Owner's/Port's inspection reveals deterioration in the Work occurred during the period of Suspension, Contractor shall be entitled to an equitable adjustment to the Contract Time and Contract Sum for any additional Work necessary to restore any deteriorated condition."	Section 9.01 (A) states that the contractor can be reimbursed by the Port for appropriate and reasonable expenses consistent with 8.02 incurred by the Contractor. This would mean that any deterioration of the site due a Port Right's to suspend Work, would be reimburseable for additional dredging activities.	Q-004268
11	Please modify General Condition 9.02(B) by deleting the language that allows the Port to take possession of Contractor's materials and equipment. It is not appropriate to have any third party take possession of Contractor's highly specialized marine tools and equipment.	The language does not state that the Contractors personal equipment will be taken, material and equipment to be incorporated into the project would become the Port's.	Q-004268
12	Please modify the Contract Documents to provide that Contractor is solely responsible for damage to known utilities and will not be responsible for damage to utilities not shown on the plans and specifications or identified by the utility locator service. The Contractor should not be required to bear the costs associated with unknown, unidentified utilities not reasonably discoverable.	Contractor would not be responsible for utilities if not identified on the plans, nor identified from third party locator, if Contractor notifies the Engineer that locates were performed. In the instance that unidentified utilities are located, contractor is responsible to notify the Port immediately. The cost for repairs would then be the responsibility of the Port.	Q-004268
13	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 Owner/Port that the dredging has been completed, Owner/Port shall inspect the Work and, if acceptable, shall advise Contractor of Owner's/Port'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."	This is our standard contract policy. Upon completion of dredging activities, and acceptance by the Engineer of post-dredging bathymetric survey, the contractor would not be responsible for areas of disturbed sediment found at a future date.	Q-004268
14	Is there a typical berthing schedule available?	Vessel Schedules are available on the Port and NWSA websites. For anticipated calls to Ports, go to Rotation Schedules NWSA. These are subject to change on a short notice.	Q-004269
15	Will the gantry cranes be in the vertical position and tracked out of the way when the contractor is in the dredging footprint?	Prior to Construction, operators will be attending the pre-con meeting. We can further discuss scheduling and whether Cranes can/will be moved out of the way during Dredging operations. The Port will work with its operators to have minimal impacts to the dredging areas as construction happens.	Q-004269
16	Appendix D - DMMP Suitability Determination Memorandum outlines the suitability of the proposed dredged material for unconfined aquatic disposal. Within the project manual there does not appear to be any geotechnical information for the expected soils to be encountered. Can the Port provide any geotechnical information for the project?	Addendum 2 will provide the Sediment Characterization Report used for the DMMP SDM. This document will provide soil logs/samples that determine the characteristics of soils expected to encountered during dredging activities. This document will not become part of the actual contract documents, but will be used as a reference document to answer the proposed question.	Q-004270