

Vista Grande Drainage Basin Improvement Project

The City of Daly City, Daly City, CA

Request For Bid

Responses to Questions #5

12/19/2025

85. Sheet 1304CSC-100 23/250 General Notes Note 17 work shall conform to "current standards". Please confirm that "current standards" are the published standards at time of bid.

"Current standards" refers to standards at time of bid, see updated General Note 17 on 1304CSC-100, to be included in the next addendum.

86. Detail 2 / 1304CSS-604 178/250 specifies a Shop 3/15 fillet weld Grillage to embed. Should this show a field weld symbol?

Intent of design is to have support channel welded to plate embed. Grillage then bolts to channel support. Field weld not required.

87. Mobilizations. The 4% limit on Bid Item 2. Tunnel Construction Mobilization significantly underruns costs causing financing costs to be added to the bid. To lower contract costs, can the limit on Bid Item 2 be increased to 10%?

Tunnel mobilization in 01025 will be revised from a 4% to a 7% limit by addendum.

88. For clarity, please confirm that the PZ35 to remain in place are considered covered under American Iron and Steel (AIS) however other steel shoring shown and sized on the plans to be removed and not affixed to the project will not subject to AIS.

Steel shoring used temporarily and then removed is not covered by the AIS. Steel or iron that is used and left in place such as reinforcing or tunnel segments is covered by the AIS.

89. Sheet 1304CSL-103 228/250 shows to tree protection (not removed) for 2 trees at the East Portal. Due to required access to the Portal the tree at STA 35+30 and STA 36+00 must be removed. The excavation shown on Sheet 1304CSC-402 is at the root area for the STA 36+00 tree and could be a stability issue. Can the project scope include these tree removals / re-plantings?

Trees within project limits of disturbance can be removed (unless specified otherwise on drawings) if necessary, using the following process: Contractor to protect trees per

specification 02200. If any part of the tree within the project limits of disturbance conflicts with proposed construction, contractor to identify trees for clearing per specification 02230. Drawing 1304CSL-101 has been updated to reflect this and will be issued with the addendum.

90. Sheet 1304CSC-100 23/250 General Notes Note 8 states that Contractor pays costs associated for third party utilities and to include time for utility owner to schedule and perform work:

CONTRACTOR SHALL PAY ALL COSTS ASSOCIATED WITH UTILITY POLE MODIFICATIONS AND THE CONTRACTOR SHALL INCLUDE THE TIME NEEDED BY THE UTILITY OWNERS TO SCHEDULE AND PERFORM THE WORK ON THE UTILITY POLES AS PART OF THE OVERALL WORK.

Parenthetically, 00500 1.3 Liquidated Damages states that: Notwithstanding the provisions of this Section 00500 "Agreement", the Contractor must not be liable for liquidated damages occasioned by delays caused by the removal or relocation of utilities when such removal or relocation is the responsibility of the City or the Owner of the utility under California Government Code section 4215.

Question A) Is City of Daly City responsible for third party utility relocations and enters into third party relocation agreements OR is, by virtue of "Pay all costs" is the Contractor responsible for third-party relocations? Does the Contractor have recourse for third-party relocations?

Further, there are no third-party relocation designs (permanent or temporary) provided in the bid documents to either estimate cost or time for third party relocations. This lack of information creates project completion schedule uncertainty.

Notes on Utility drawings for permanent facilities state that Relocate Power Poles and "OH Power By Others" and "Comm poles to be removed by others". The bid documents, however, do not contain relocation drawings to estimate these costs and time for this scope of work.

For temporary relocation of the third-party conflicting works at John Muir Drive, Diversion Structure and Outfall – no temporary relocation design is included with the bid documents to estimate these third-party costs and time nor a progress or status of relocations process – design and contracting.

Question B) Please provide current status for relocation designs with list of materials (30%/60%/95%/100%/IFC) and for contracts and management for third party relocations or removal.

As the temporary relocation is first order of work, please provide current discussions/agreements with PG&E for this design and time of relocation and if PG&E will self-perform or utilize outside contractors. All PG&E designs have 30/60/90/100/IFC review phases that can take a year with management and construction procurement of outside contractors that add time after IFC.

Question C) There will be project schedule uncertainty should PG&E not be ready to relocate the temporary alignment shortly after NTP. Please provide third party schedule certainty or assurances to meet the project deadlines.

Summarize request:

Question A) – who is responsible for third party utility relocations?

Question B) – provide third party designs / relocation status, schedules and third-party readiness-availability sufficient to estimate cost and time to include with bids.

Question C) – Provide project completion schedule certainty and third-party assurances to meet project schedule deadlines.

Contractor payment items for third-party utility relocations are outlined in spec section 01025. Contractor is responsible for coordination with third-party utilities regarding schedule. Design of utility relocation will be completed by design team. Relocation design and schedule is not finalized for PG&E related utilities. Below is a summary for all third-party utility relocations, refer to updated specification 01010, paragraph 1.05.E for further details, to be issued in next addendum.

1. Temporary relocation of SFPUC 16" DI water main around box culvert shoring area.

- Contractor is responsible for trench excavation. Refer to 1304CSU-300 for design details.
- Contractor is responsible for schedule and coordination activities with SFPUC.
- Bid allowance outlined in item 9, spec section 01025, par 3.01.B.I
- Further fee details are in spec section 02710, par. 1.01.A.1.c

2. AT&T service relocation around wetland cell B.

- Contractor is responsible for demolition of AT&T service lateral, refer to response to Q#70 and Q#71 for further details of contractor's demolition

scope. Contractor responsible for installation of conduit and vault associated with the relocation of the AT&T service, AT&T's contractor responsible for installation of fiber and copper lines, see Note 3 on 1304CSU-103 for contractor responsibilities and design.

- Contractor is responsible for schedule and coordination activities with PG&E, refer to response to Q#72 for schedule.
- Bid allowance outlined in item 10, spec section 01025.

3. PG&E Olympic Club clubhouse gas service relocation around wetland cell B.

- Following relocation of gas service (by others), Contractor is responsible for demolition of PG&E gas service lateral, refer to response to Q#71 for further details of contractor's demolition scope. Gas relocation by others will be completed by December 1, 2027.
- Daly City to pay PG&E directly for design services and relocation of the gas service. Refer to updated spec 01010, to be included in this addendum.
- Contractor is responsible for schedule and coordination activities with PG&E, refer to response to Q#73 for tentative schedule. The gas line will be available for relocation by December 1, 2027.

4. PG&E overhead power poles relocations

- Daly City to pay PG&E directly for design and all relocations of poles in conflict with John Muir Drive temporary realignment, diversion structure construction, and 36" effluent sewer installation. Refer to 1304CSU-103, note 5, for further design details, to be issued by addendum.
- The temporary relocation will be completed by June 1, 2026. Contractor is responsible for all subsequent coordination activities and schedule with PG&E.

91. Part 3 Technical Specification, Division 2, 02410 : Tunnel Excavation and Initial Support, 1.02 A.1 Design Criteria : "Select an excavation and support method that is compatible with the ground conditions and existing tunnel and support elements. The excavation must employ full perimeter, continuous support (i.e. shielded methods) prior to installation of initial support." We understand that the contractor is responsible for choosing and designing the method of excavation for the tunnel and that this method shall provide continuous support. Based on these requirements, would the contractor be allowed to use a Sequential Excavation Method (SEM) to enlarge the existing tunnel with a tunnel shape which would differ from the one currently proposed in the design

(round shape) but still maintaining continuous support through appropriate measures (e.g., shotcrete, wire mesh etc.) and providing the same level of support as a shielded method?

No, continuous support (i.e. shielded methods) are required prior to installation of initial support.

92. For Specification Section 05100 Structural Steel – Will Daly City accept LA City Steel Fabricator Certification in lieu of AISC?

LA City steel fabrication certification will not be accepted as an alternative to AISC Certification.

93. Drawing CSS-403 states Stainless Bar for the Trash Rack – however Sheet 3/CSS-405 states “Galv Trash Rack Bar” - Please Clarify.

Delete the word "GALV" from the callout in Detail 3 of Sheet CSS-405. Drawing will be updated by addendum.

94. CSS-404 Detail C does not size the welded plate to the 5 X-Strong Pipe. Please provide plate thickness.

The plate shall be 1/2" thick. Drawing will be updated by addendum.

95. In 01011 1.05 states the City will furnish rights-of-way and easements for the Project. In Technical Specification 02145 Flow Bypassing 1.02 B.4. state all necessary access and temporary construction agreements are Contractor's responsibility. Please clarify what additional agreements or access Bidders need to obtain and price in the bid.

Anything within project limits of disturbance will not need additional agreements; this will already be provided by Daly City. Any work necessary outside of this limit, including but not limited to bypassing flows upstream of construction, will require the contractor to secure all necessary access and temporary construction agreements with associated parties.

96. The tunnel parallel to the Vista Grande Tunnel ending at the CCSF outfall and which should be used as a bypass during construction is in a near proximity to the alignment of the project. Would it be possible to receive some as-built (e.g. elevations) / pictures / reports of this tunnel?

The tunnel parallel to the Vista Grande Tunnel is CCSF's overflow tunnel and is not to be used as a bypass. We do not have photos or as-builts or reports on this tunnel.

97. Geotechnical Baseline Report – Sections 3.7.1 (Existing Vista Grande Tunnel) and 3.7.2 (California Department of Transportation Drainage Tunnel) reference previous infrastructure and projects in the area and cite reports related to these works.

Specifically, the GBR states: “Detailed records of geologic conditions encountered during construction are available in reports prepared for a proposed new sewer tunnel for the CCSF (Marliave, 1945; Marliave, 1947).” and “Marliave (1945) reported on the construction of a drainage tunnel developed by the Olympic Club and the California Department of Transportation to address landslide issues along the bluffs below Skyline Boulevard.” Please provide copies of these referenced reports.

An historic plan and profile of the proposed Lake Merced Sewer System (the CCSF outfall tunnel) with information from the Vista Grande tunnel superimposed will be included in the references. No additional information for the Olympic Club tunnel could be found.

98. 00500 Agreement – We ask that the following language be struck from Agreement Section 1.4: “This mutual waiver includes: “and (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Contract.”

The request is not agreed to. The mutual waiver of consequential damages stands as written.

99. 00700 General Conditions – We ask that the Agreement Section 1.6 be struck in its entirety as it conflicts with later sections wherein the City will pay interest on late payments.

This request is not agreed to and the section stands as written.

100. 00700 General Conditions – We ask that General Condition 2(C) be struck in its entirety. This language is vague and broad, and burdens Contractor with an unknown risk. For example as written, and considering the order of precedence in the Agreement, if there is a specified material identified for a portion of work in the Specifications, but a different material for that same portion of work is identified in the Drawings, there would be a conflict which could lead to impacts and potentially disputes.

The clause will not be deleted however a clarification statement will be added by addendum regarding the Contractor's ability to request clarification.

101. 00700 General Conditions – We ask that General Condition 2(D) be struck in its entirety. This language is vague and broad, and burdens Contractor with an unknown risk. For example as written, and considering the order of precedence in the Agreement,

if there is a specified material identified for a portion of work in the Specifications, but a different material for that same portion of work is identified in the Drawings, there would be a conflict which could lead to impacts and potentially disputes.

The clause will not be deleted however similar to 00700.2.C, a clarification statement will be added by addendum regarding the Contractor's ability to request clarification.

102. 00700 General Conditions – We ask that General Condition 4(C) be struck in its entirety. The order of precedence should be the order in which the documents are listed in General Condition 4.

The clause will not be deleted.

103. 00700 General Conditions – We ask that General Condition 7 be amended to allow for 30 working days for the submittal schedule to be furnished.

This clause will be amended as suggested.

104. 00700 General Conditions – We ask that General Condition 10 be amended to add the word “accessible and visible” in front of “completely existing conditions” in the first sentence.

This clause will be amended as suggested.

105. 00700 General Conditions – We ask that the following language be struck from General Condition 15: “The Engineer may demand the removal from the project of any person or persons employed by the Contractor in, about, or upon the work who shall exhibit misconduct, incompetence, or negligence in the proper performance of their duties, or neglect or refuse to comply with the directions given by the authorized City personnel, and such person or persons shall not be employed on the project again without the written consent of the Engineer.” This requirement infringes on Contractor’s employment practices and its right to control the means and methods of construction.

This clause will be revised slightly by amendment to lessen inference of a permanent ban of an employee from the project.

106. 00700 General Conditions – We ask that General Condition 16(D) be struck in its entirety. This requirement infringes on Contractor’s right to control the means and methods of construction.

Section 00700.16(D) will be revised by Addendum to clarify that the City may make reasonable recommendations as follows: “The Engineer may make recommendations

regarding work progress or site safety. Such recommendations shall not be construed as control over the Contractor's means and methods."

107. 00700 General Conditions – We ask that the following language be struck from General Condition 2(A): "Where the Specifications and Drawings describe portions of the work in general terms, but not in complete detail, then Contractor agrees to complete the Work as specified in Section 00500 'Agreement'." This language is vague and broad, and burdens Contractor with an unknown risk.

The last sentence of clause 00700.2.A. will be replaced by Addendum with the following sentence: "Where the Specifications and Drawings describe portions of the Work in general terms, the Contractor shall seek clarification when details are insufficient to proceed."

108. 00700 General Conditions – We ask that the following language be struck from the definition of Substantial Completion as set forth in General Condition 3: "Completing the work will not significantly interfere with the City's convenience or use. Completing the work will not increase the cost of, or reduce revenue from, operating the work." These requirements are vague and broad, are outside the reasonable control of the Contractor, and are not industry standard requirements for substantial completion.

The clause will not be struck in its entirety but a modification will be made by addendum.

109. 00700 General Conditions – We ask that the following be added to General Condition 18: "If Contractor is impacted by those other Contractors identified herein, then Contractor shall be entitled to an equitable adjustment to contract price and contract schedule in accordance with the Change Order provision herein."

The following sentence will be added to 00700.18. by addendum: "If Contractor is adversely impacted by the activities of other contractors under separate contracts with the City, and such impact was not reasonably foreseeable, the Contractor shall be entitled to an equitable adjustment to Contract Time or Contract Price in accordance with General Condition 32."

110. 00700 General Conditions – We ask that the following section be added to General Condition 26: " E. If Contractor identifies any errors, inconsistencies, omissions, or variances as set forth in this provision, and such identified errors, inconsistencies, omissions, or variances impact Contractor, then Contractor shall be entitled to an equitable adjustment to contract price and Contract schedule in accordance with the Change Order provision herein."

A new 00700.26.E will be added by addendum as follows: "If any error, inconsistency, omission, or variance materially impacts Contractor's cost or schedule, and the

Contractor provides timely written notice, the Contractor shall be entitled to an equitable adjustment pursuant to General Condition 32.”

111. 00700 General Conditions – We ask that the following language be struck from General Condition 28(C): “There is no guarantee that all utilities or obstructions are shown or that the locations indicated are accurate.” Contractor needs to be entitled to rely on all information provided by the City to be accurate.

Clause 00700.28.C will be replaced in its entirety by addendum with the following clause: “Utility locations shown are based on the best information available. The City makes no representation as to completeness but will cooperate with the Contractor in locating known utilities.”

112. 00700 General Conditions – We ask that the following section be added to General Condition 28: “H. If the existence, condition, location, or type of utilities discovered by Contractor differ from those represented in the Contract Documents, and such difference impacts Contractor, then Contractor shall be entitled to an equitable adjustment to contract price and Contract schedule in accordance with the Change Order provision herein.” Contractor needs to be entitled to rely on all information provided by the City to be accurate.

A new 00700.28.H will be added by addendum as follows: “If existing utilities differ substantially and materially from those shown in the Contract Documents, and such variance impacts Contractor's cost or time, Contractor shall be entitled to an equitable adjustment per General Condition 32.”

113. 00700 General Conditions – We ask that the following language be modified in General Condition 32(A): “The Contractor must be entirely responsible for delays in the work that may be caused by failure to give such **any required** notice **to the City or stakeholders**” and that the following language be struck: “The City has the right to specify the locations where the Contractor must start and proceed with the work.” Contractor controls the means and methods of construction, and Contractor cannot waive impacts due to delays resulting from the City’s untimely notice.

The last sentence of 00700.32A will be deleted by Addendum.

114. 00700 General Conditions – General Condition 32(C)(1) requires “immediate” notice of an occurrence of delay. Such a heightened stance is not reasonable or fair. Contractor asks that the words “immediately” or “immediate” be replaced with “diligently” or “diligent.”

The first sentence of 00700.32 C will be changed by Addendum to: “When the Contractor foresees or becomes aware of a delay in the prosecution of the work, and the Contractor believes the delay is an Excusable Delay as defined in 00700, 32.C.4, the

Contractor must notify the City within 10 days of having become aware of the delay in writing that shall include a description of the extent and cause of the delay"

115. 00700 General Conditions – We ask that the following language be struck from General Condition 32(C)(5): “for at least 75 percent of the normal labor and equipment force for at least 5 hours of each work shift toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.” There should not be a percentage basis for determining whether an event is a delay or not.

Section 00700.32.C5 will be revised by addendum along the lines of what is suggested.

116. 00700 General Conditions – We ask that the following language be struck from General Condition 32(C)(6): “for at least 75 percent of the normal labor and equipment force for at least 5 hours of each work shift toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.” There should not be a percentage basis for determining whether an event is a delay or not.

Section 00700.32.C6 will be revised by addendum along the lines of what is suggested.

117. 00700 General Conditions – We ask that the following language be struck from General Condition 32(C)(8): “for at least 75 percent of the normal labor and equipment force for at least 5 hours of each work shift toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.” There should not be a percentage basis for determining whether an event is a delay or not.

Section 00700.32.C8 will be revised by addendum along the lines of what is suggested.

118. 00700 General Conditions – We ask that the following language be struck from General Condition 32(C)(8)(c): “employed by the City.”

The City agrees with the proposed change which will be made by addendum.

119. 00700 General Conditions – We ask that the following language be struck from General Condition 32(C)(9): “and the delay affects an activity while such activity is or was on the critical path.” Contractor requires relief for all tangible delays.

The City partially agrees with the suggestion. Specification 00700.32.C.9 will be revised as follows by an addendum: “Contractor shall be entitled to time extensions for delays that affect critical path activities based on accepted initial or updated schedules. For non-critical delays that result in compensable cost impacts due solely to City actions, equitable adjustments to price may be made without schedule extension.”

120. 00700 General Conditions – General Condition 32(D)(2) states that milestone “may be extended” by the City. We ask that be modified to state, “shall be extended.”

We also ask that “in the City’s and determination” be struck. Contractor requires clarity and confirmation that schedule adjustments due to excusable and compensable delays are mandatory, not discretionary.

The City agrees with the suggestion and a change to this clause will be made by addendum to reflect that qualifying delays will result in an extension.

121. 00700 General Conditions – We ask that General Condition 32(E)(3) be revised to that “Indirect Home office Overhead shall be audited corporate G&A rate as defined by the Federal Acquisition Regulations.

The City accepts this clause which will be revised by addendum as follows: “Indirect Home Office Overhead shall be compensated at Contractor’s audited corporate G&A rate, consistent with FAR Part 31, and subject to verification by the City.”

122. 00700 General Conditions – We ask that part 2 and 3 of General Condition 32(H) be struck in their entirety. Contractor controls the means and methods of construction. The City may assess liquidated damages as a result of schedule delays, and shouldn’t also be able to force Contractor to accelerate at its own cost.

The request is not agreed to and no change will be made.

123. 00700 General Conditions – We ask that General Condition 32(I) be struck in its entirety. Contractor controls the means and methods of construction. The City may assess liquidated damages as a result of schedule delays, and shouldn’t also be able to force Contractor to accelerate at its own cost.

Section 00700.32.I will be deleted by addendum, which will also address any directed acceleration will require a Change Order and negotiated adjustment to Contract Price or Time.

124. 00700 General Conditions – We ask that General Condition 37 be struck in its entirety. Contractor must be entitled to rely on all information provided by the City.

This clause is intended to express City's right to change quantity estimates during the work as necessary (1st paragraph), and 2nd paragraph is intended to make clear that contractor must price all the work in the Contract Documents using the pay items in the Bid Schedule. To offer clarification, the following will be added at the end of 00700. 37 by addendum: "The City is providing the best information it has available in the Contract Documents. If the Contractor discovers during the work that the adjusted compensation received for changes in unit price quantities pursuant to the variation in quantity clause in Article 00700.36, a notice requesting a change may be submitted to the City in Accordance with Article 00700."

125. 00700 General Conditions – We ask that the following language be struck from General Condition 46: “prevents the Contractor from performing work for at least 75 percent of the normal labor and equipment force for at least 5 hours of each work shift toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.” There should not be a percentage basis for determining whether an event is a delay or not.

The clause will be revised by addendum to make the suggested revision. The addendum will remove the following phrase from the first sentence of 00700.46: ".....for at least 75 percent of the normal labor and equipment force for at least 5 hours of each work shift....."

126. 00700 General Conditions – We ask that General Condition 53 be amended to state as follows:

The Contractor ~~and sureties~~ shall indemnify and hold harmless the City, its subsidiary districts, the City and their officers, officials, employees, volunteers and agents from all claims, suits, or actions of every name, kind, and description, including attorney's fees, based on negligence or willful misconduct, brought for, or on account of, injuries to or death of any person or persons or damage to property ~~to the extent caused by resulting from the performance of any work by~~ the Contractor or the Contractor's employees or subcontractors and their employees and suppliers required by this contract or by the City, its subsidiary agencies, their officers, officials, employees, volunteers, and agents.

Further, ~~to the extent caused by its negligence or willful misconduct,~~ the Contractor ~~and sureties~~ shall indemnify and hold harmless the City, its subsidiary districts, the City, and their officers, officials, employees, volunteers and agents from all claims suits, or actions of every name, kind, and description by, or in consequence of, neglect in safeguarding the work on the project, or, by or account of, any claims or amount recovered by an infringement of patent, trademark, or copyright, or from any claim or amount arising or recovered under the Workers' Compensation Law, or any other law, ordinance, order or decree, and so much of the money due Contractor under the contract, as shall be considered necessary by the City, may be retained, or in case no money is due, the Contractor's sureties shall be held until any damages shall have been settled and satisfactory evidence to that effect furnished to the City.

The indemnification clause will be revised by addendum, the exact change will be developed.

127. 00700 General Conditions – We ask that General Condition 56(B) be struck in its entirety. Contractor requires the right to control the means and methods of construction. The City may assess liquidated damages as a result of schedule delays, and shouldn't also be able to force Contractor to accelerate at its own cost.

The City is considering language to be added by addendum to recognize that it is not intent of City to dictate means and methods, however City has right to direct changes if contractor is not meeting their own schedule as caused by Contractor's own actions.

128. 00700 General Conditions – We ask that the following be struck from General Condition 58(B): “The Inspector shall have the authority to reject materials or, in any emergency, suspend the work until any questions at issue can be referred to and decided by the Engineer.” Contractor’s schedule cannot be impacted by giving the Inspector this broad unfettered authority.

The City's inspectors must retain the right to reject substandard materials and/or address imminent threat to safety or life so this request is not agreed to.

129. 00700 General Conditions – We ask that General Condition 56(D) be struck in its entirety. Contractor requires the right to control the means and methods of construction.

An addendum will be issued to clarify that this language refers to notes in the technical specifications and drawings referring to "as directed by the Engineer."

130. 00700 General Conditions – We ask that the following be added to General Condition 62: “In the event that the City makes beneficial use of completed portions of the work, then risk of loss for that portion of work shall transfer to the City.”

The suggested language will be added by addendum.

131. 00700 General Conditions – We ask that the following language be struck from General Condition 65: “Plan Approval” or nullify the whole or.” The City shouldn’t have the right to completely nullify monies owed to Contractor. We also ask that part D-G, J, and L-O of General Condition 65 be struck in their entirety. It is not reasonable or fair for the City to withhold monies owed to Contractor over those events, as most of them are subjective events.

An addendum will be issued modifying 00700.65 to strike subjectivity and clarify grounds for withholding payment.

132. 00700 General Conditions – We ask that the language in General Condition 72(A)(1) stating “at the earliest possible time in order that” be revised to state, “diligently so that.” An immediate standard is heightened and not reasonable under the circumstances.

An addendum will be issued adopting the proposed modification to 00700.72.A.1

133. 00700 General Conditions – We ask that the following language in General Condition 72(B)(4) be struck: “Failure to present such information will be sufficient cause for rejecting any potential claim after the City’s request for further information unless such time is extended in writing by the City.”

The referenced sentence in 00700.72.B.4 will be deleted by addendum.

134. 00700 General Conditions – We ask that the following language in General Condition 72(D)(3) be struck: “If the Contractor fails to timely demand a meet and confer conference within the applicable 15-day period, then the Contractor must be deemed not to dispute the City's written response to the Contract Claim and the City's decision on the Contract Claim must be final, conclusive and binding, and the Contractor must be deemed to have waived all its rights to further protest, judicial or otherwise.”

An addendum will be issued modifying this sentence in 00700.72.D.3.

135. 00700 General Conditions – We ask that the following language in General Condition 72(E)(2) be struck: “If the Contractor fails to timely dispute the City's decision on the matter in accordance with the provisions hereinabove, then the Contractor must be deemed not to dispute the City's written response to the Contract Claim and the City's decision will be final, conclusive and binding, and the Contractor will be deemed to have waived all its rights to further protest, judicial or otherwise.”

An addendum will be issued deleting the sentence in 00700.72.E.2

136. 00700 General Conditions – We ask that the following language be struck from General Condition 81(A)(4): “Milestone requirements or.” Milestone requirements being missed should not be grounds for termination.

An addendum will be issued deleting the sentence in 00700.81.A.4

137. 00700 General Conditions – We ask that parts 6-10 of General Condition 81(A) be struck in their entirety. Those events are subjective and should not be grounds for termination.

The referenced clauses will be modified by addendum to address the stated concerns.

138. 00700 General Conditions – We ask that the following language be struck from General Condition 81(D): “The Contractor must have no claim for damages for such discontinuance or termination, nor claims for anticipated profits on the work thus dispensed with or uncompleted, nor other claims except for the work actually performed up to the time of termination, including extra work ordered by the City to be

done, nor for claims for liquidated damages in accordance with the provisions of Section 00700 "General Conditions". The Contractor cannot agree to waive these rights.

This clause will be clarified by addendum to clearly state contractor will be compensated for additional work to demobilize following a termination for convenience, in addition to payment for work performed up until the termination notice was issued.

139. 00700 General Conditions – We ask that the phrase "the most favorable terms" as stated in General Condition 81(E)(3) be modified to state, "commercially reasonable terms."

An addendum will be issued modifying the sentence as suggested in 00700.81.E.3

140. 00700 General Conditions – We ask that General Condition 81(H) be struck in their entirety. The Contractor cannot agree to waive or limit its termination rights.

An addendum will be issued deleting 00700.81.H

141. Appendix 1 01010 APB lists permits obtained by Contractor however does not provide a list of jurisdictional responsibilities. Please confirm that Daly City "City" as developer and owner to title to land/easements to build has jurisdiction for all inspection and final acceptance for the Works for the entire project as shown and specified. While the Works are predominantly in CCSF, on US government on state government lands and on private lands Daly City confirm that Daly City is the jurisdiction that accepts the Works such as structures, buildings, utilities, roadway, paving, piping, planting, fire marshal if necessary, fire department and others regardless of location or type of work on the project and that the Contractor is not responsible for conflicts, obsolescence, standards or other changes to Daly City's design and project.

Daly City, as the project owner and permittee, is the final authority for inspection and acceptance across all locations identified in the Contract Documents, even where the physical work extends into CCSF, State, or private property. Coordination with other agencies may occur, but Contractor shall receive acceptance solely from Daly City.

142. With regard to 00300: PROPOSAL (Part 1 - page 00300-3 signatures) please clarify the following; Is selection number 2 (co-partnership) intended to be executed by a Joint Venture bidder? A Joint Venture does not have a corporate seal – please clarify the most appropriate section to Daly City for Joint Venture bidders or provide a more appropriate signature line.

For Joint Venture bidders, Selection #2 ("Co-Partnership") is the appropriate format. A corporate seal is not required. Instead, include the names and titles of authorized representatives from all JV partners and provide notarized signatures. The City will accept an executed JV Agreement as evidence of authority.

143. GBR section 2.3.1 provides elevations for the finished tunnel invert. Please clarify if this reference is meant for the "tunnel Invert" (above pipelines) as indicated on drawing 1304CST-108 or does it refer to the intrados of the low point of the installed junk segment. Please clarify.

The elevations are to finished tunnel invert, as called out on drawings 1304CST-100 and 1304CST-1003.

144. The GBR discusses groundwater elevations. It appears that elevations stated on page 17 and 18 (Paragraph 4.2.1 Groundwater) are inconsistent with statement on page 11 (Paragraph 3.3 Groundwater Conditions) ("6ft above the tunnel excavation invert). In general, the GBR and GDR (piezometer readings) also do not correspond regarding published groundwater levels. Please clarify the GBR data for groundwater levels and how GDR groundwater level information applies.

Section 3 provides a general discussion of the groundwater regime and results of the investigations. Section 4.2.1 provides specific baselines for the reach. The second paragraph of Section 4.2.1 will be amended to baseline the groundwater level within this reach to be at El. 15-ft. In Section 4.3.1, the typical, non-elevated groundwater level will be baselined at El. 11-ft. The GDR presents factual data collected during the geotechnical investigation. We do not know of the published groundwater levels the question refers to.

145. In the GDR, the piezometer data of Boring 6 and Boring 8 (see Table 2 on page 19) seems inconsistent between readings and installation elevations. One explanation could be trapped water on the west side of the borings or drainage on the east side of the borings. Please verify the readings versus the installation elevations.

The piezometer readings versus the installation elevations are interpreted as correct.

146. In Part 1 00100 Clause 15 Liability Cap for Deficient Plans and Specifications – bidder requests striking the following: "By submission of a bid the bidder agrees that no claim will be made against the City for any damages in excess of \$50,000 or five percent (5%) of the construction costs, whichever is greater, for alleged damage that the bidder or bidder's subcontractors may have suffered due to the inadequacy of the bidder's bid on account of any alleged errors, omissions, or other deficiencies in the Plans and Specifications supplied to the bidder by the City. This limitation does not apply to compensation for extra work authorized by the City as provided for under Section 68 of the General Conditions." (Specs, p. 18, Art. 15.) Contractors is not the designer and this cap is not related to Contractors work product and is not standard in the industry and will need to be addressed in the bid pricing if not deleted.

The sentences following the first sentence of 00100.15, last paragraph, will be deleted by Addendum.

147. Clause 63 Payment to Contractor (Part 1 P87). Paragraph B - Holdback of Payment for Materials and Equipment Stored Off Site – bidder suggests striking the following: “Partial payment for materials or equipment stored off site shall be limited to 75% of their invoice cost, and Contractor shall provide copies of the invoice to the City.” (Specs, p. 88, Art. 63(G).) The Contract already provides for 10% retainage (Specs, p. 87, Art. 63(B)), so there is no need for any other holdback of payment to protect the City. The holdback of 25% for materials and equipment stored off site is not standard in the industry and will need to be addressed in the pricing.

The proposed change is accepted. Specification 00700.63.G will be revised by addendum to allow 100% invoice cost payment (subject to standard 10% retainage), provided the following conditions are met:

- Materials are stored securely
- Invoices and insurance documents are submitted
- Title transfers to the City upon payment

148. Limitation of Liability – In most infrastructure projects, there is a stated cap on liability of the contractor to the owner so that the contractor is better able to price its potential exposure or risk in a way that is beneficial to both owner and contractor, but there is no limitation of liability in this Agreement. Notwithstanding an agreed-to liability cap, there are certain commercially reasonable exclusions from a contractor’s liability cap that are generally acceptable to most contractors, including indemnification obligations, claims covered by insurance, and costs resulting from fraud or illegal activity of contractor. Bidder respectfully request that Daly City add a limitation of liability provision to the Agreement consistent with the concepts set forth above.

A limit of liability will be added to 00700 by Addendum as requested.

149. Indemnification – As a general matter, contractors are willing to take responsibility and indemnify owners for third party damages incurred by owners to the extent and in proportion to the degree of negligence or fault of the contractor or parties for whom the contractor is responsible (including subcontractors, suppliers, etc.). However, contractors are generally not willing to indemnify owners for the negligence or fault of the owners themselves, or for that of other third parties. Accordingly, please revise this section to (a) limit Contractor’s indemnification obligations to the percentage that Contractor is negligent or at fault, and (b) clarify that Contractor will not be responsible for the portion of liability resulting from the negligence or fault of Owner (or any parties Owner is responsible for) or of any third parties.

An Addendum will be issued to revise 00700 to the effect that Contractor shall indemnify and hold harmless the City to the extent caused by Contractor’s negligence,

willful misconduct, or breach of contract. This indemnity will not extend to claims arising from the City's sole or active negligence or that of third parties not under Contractor's control.

150. Failure to Provide Timely Notice – There are several provisions in the Agreement where Contractor's failure to provide timely notice or failure to submit documentation within a specified period of time constitutes a waiver of Contractor's right to relief. Under these provisions, failure to provide notice or to submit documentation within the time required would result in unfair consequences to the Contractor. Although bidder recognize the importance of providing timely notice and submissions and will endeavor to do so, to have such a failure result in a waiver and release of Contractor's right to relief is too narrow. Rather, any harm, detriment, or prejudice to the Owner resulting from the Contractor's failure to provide timely notice or submissions should be considered when appropriate relief is provided to the Contractor. Accordingly, bidder respectfully request that any such failure to provide timely notice or submission should not result in a waiver of Contractor's right to relief.

An addendum will be issued to state that failure to submit timely notice may result in loss of entitlement only where the City demonstrates material prejudice from such delay. The City may, at its discretion, waive timing requirements where no prejudice exists.

151. Part 4 Drawings - 1304CSE-104 (Page 198/323) includes an error where the Diversion Structure has been duplicated, offset, and overlain on the same sheet. Please provide a corrected drawing depicting the accurate location of the diversion structure, pump station, electrical conduits, and any other affected appurtenances.

This drawing has been updated and will be issued with the Addendum.

152. Part 3 Technical Specifications Section 025511 Paragraph 1.05.B states " The reach east of the air vent on the Olympic Club Property will be placed over consecutive Mondays from the air vent". Please confirm whether this requirement applies to the Air Release Valve 2 at Station 31+05 or the "Vault and Air Release Valve" near the first Olympic Club parking lot.

The reach east of the vault and air release valve located at approximately Sta 37+20 will be placed over consecutive Mondays from the vault. Clarification will be made by addendum.

153. Part 4 Drawings sheet 1304CST-200 (Page 123/323) indicates 4x12 Douglas Fir Rough Timber Lagging to be used as the initial ground support during the excavation of the construction shaft in the Merced Formation. Q&A 2 #24 response indicates that organic materials such as timber supports from the existing tunnel demolition would not be allowed as shaft backfill. Please clarify if it is required to remove the wood lagging

initial ground support (i.e. construction shaft, East Portal, Collection Box) as the structure is being backfilled.

Timber lagging used for initial support, and in place as initial support, may remain in place during shaft backfill.

154. Part 4 Drawings - 1304CSD-500, 501 (Pages 21,22/323) indicate the alignment of the 27" force main to be abandoned and the locations of manholes and air release valves. Part 3 Technical Specifications Section 02230: Site Preparation, Clearing, and Grubbing Paragraph 3.01.E. States "Do not disturb areas outside the limits of disturbance. Protect areas outside the limits of disturbance from encroachment of Contractor operations." No included drawings provide the limits of disturbance along the alignment of the forcemain where a batch plant and other required equipment will need to be staged. Please provide the limits of disturbance and staging areas for the force main abandonment which is to be abandoned in at least 6 reaches.

Limits of disturbance for the forcemain abandonment in Fort Funston will be provided by addendum. In general, the approach will be to stage all work from existing paved areas, with only foot traffic and concrete lines through the vegetated areas to reach the manholes.

155. The response to Q&A 2 #21 indicates that the pipe material for the drop inlets is to be HDPE. Addendum 1 Item 1-43 includes a revised Table B - Pipe Summary Table addressing Q&A 2 #21. The revised Table B - Pipe Summary Table includes Drop Inlet Pipe Material as PVC on page 15050 - 16 and Drop Inlet Pipe Material as HDPE on page 15050 - 18. Please provide a revised Table B - Pipe Summary Table clarifying Drop Inlet Pipe Material as PVC or HDPE.

The response to Q&A 2 #21 indicating that the pipe material for the drop inlets is to be HDPE is correct; spec section 15050, Table B Pipe Summary Table has been edited and will be provided with the Addendum.

156. During the Pre-Bid Conference and Site Visit, multiple documents were mentioned to be provided to Bidder's via addendum such as, the signed Community Workforce Agreement, additional details regarding the 27" force main abandonment, and National Parks Service requirements. Please provide the additional information that was mentioned during the Pre-Bid Conference and Site Visit.

Additional information will be provided as it becomes available.

157. Part 4 Drawings - 1304CSC-113,114 (Pages 36,37/323) indicate the limits of disturbance for the construction of the West Portal and Avalon Canyon. Part 3 Technical Specifications Section 02230: Site Preparation, Clearing, and Grubbing Paragraph 3.01.E. States "Do not disturb areas outside the limits of disturbance. Protect areas outside the

limits of disturbance from encroachment of Contractor operations." No limits of disturbance have been provided for the roughly 2.5 miles equipment will traverse the beach between Avalon Canyon to the West Portal. Please provide additional limits of disturbance along the beach between Avalon Canyon and the West Portal.

Limits of disturbance for the path between the beach access and work site will not be provided. The contractor may use the beach to transport equipment in accordance with the specifications. Staging of equipment, grading, and additional ground disturbance will not be permitted outside of established limits of disturbance. Note that the traveled path must be above the Highest Astronomical Tide (HAT) when feasible. The following excerpt is from the amended CCC permit, "After crossing the Avalon Canyon access road beach terminus, vehicles and equipment would drive along the beach, primarily above CWA Section 404 and 401 jurisdictional boundaries, but in some locations where the beach above that elevation is constrained, vehicles and equipment would be required to pass along short segments of beach below USACE and RWQCB jurisdictional boundaries. These vehicles and equipment would stay out of the water, and, to the extent, practicable, would transit along the beach during low tides. Because no beach access route improvements are proposed, and no "work" or discharges of fill material would occur during transit, there would be no temporary impacts."

158. Part 1 Front End Specs Section 00700 Paragraph 2.B. states "If the Contractor, in the course of the work, finds discrepancies between the Contract Documents and the physical condition of the locality, or errors or omissions in the Contract Documents, or in the layout as given by points and instructions, it must be the Contractor's duty to inform the City in writing. In accordance with the above requirement, we are writing to notify the entirety of the Part 4 Drawings scale is incorrect. Please advise or provide Part 4 Drawings with the correct scale.

The drawings are printed at half scale. No change will be made.

159. Addendum 1 Item 1-3 and 1-19 includes new forms to be completed with the Bidder's submission, Form 00410 - DBE Subcontractor Declaration and Form 00420 - Good Faith Efforts Documentation. Addendum 1 Item 1-19 includes new forms to be included with the Bidder's submission, including the forms referenced in Item 1-3 as well as Form 00430 - Bidders List. These additional forms were not provided in the addendum. Please provide the additional bid forms.

The forms will be provided by Addendum

160. Part 4 Drawings - 1304CSL-102 (Page 227/323) shows the drip lines of some protected trees extending beyond the Limits of Disturbance, and in some cases, into the Olympic Club golf course. Please confirm that any dripline extending beyond the Limits of Disturbance is to be excluded from this Project.

Trees within project limits of disturbance can be removed if necessary, using the following process: Contractor to protect trees per specification 02200. If any part of the tree within the project limits of disturbance conflicts with proposed construction, contractor to identify trees for clearing per specification 02230. Drawing 1304CSL-101 has been updated to reflect this and will be issued with the addendum.

161. Part 3 Technical Specifications - Section 02900 - Paragraph 1.04.C.3. states "Soil analysis of existing topsoil shall be provided by Owner..." Please provide soil analysis of existing topsoil.

The first sentence of Section 02900-1.04.C.3 will be deleted by addendum. Additional information will be provided by addendum.

162. Part 3 Technical Specifications - Section 02930 Part 3.03.B and 3.03.C (Page 474/1445) present conflicting depths of seed incorporation after broadcast seeding. Part 3.03.B states that seed shall be incorporated to a minimum depth of 1 inch and to a maximum depth of 2 inches, but Part 3.03.C states that seed shall be incorporated a minimum of ¼ inch and a maximum of ½ inches. Please confirm the minimum and maximum depths seeds should be incorporated into the planting soil after broadcast seeding.

Section 02930, paragraph 3.3.C to be deleted in next addendum; seed shall be incorporated to a minimum depth of 1 inch and to a maximum depth of 2 inches.

163. Part 4 Drawings - 1304CSC-100 (Page 23/323) General Note 27. states "The Contractor is responsible for any damage to the existing roadway surfaces and shall repair any damage in accordance with City of Daly City and The City and County of San Francisco standards at Contractor's sole cost. Bidder's may anticipate damaging the existing paved surface of Avalon Canyon and will need to repair the surface. Please include the entirety of Avalon Canyon road into the limits of disturbance, so resurfacing activities can take place.

Agreed. The paved portion of Avalon Canyon will be included in the limits of disturbance by addendum.

164. Between STA 26+00 and STA 26+50, the topography north of Avalon Canyon Road suffers a ~30ft sheer cliff face of sandy material. This material is subject to instability due to heavy equipment loads, vibration from tracked equipment, and ongoing erosion at high tide over the course of the project. Measures must be taken to ensure the stability of this high wall for safety purposes. Please include this location within the Limits of Disturbance.

For bidding purposes, assume that temporary measures to stabilize the cliff will be allowed. The disturbed area should be kept to a minimum, and no permanent or semi-

permanent installations will be allowed (e.g. no shotcrete, soil nails, etc.). All temporary measures must be removed and disturbed areas will be required to be returned to pre-construction conditions. Contractor must provide a proposal for any improvements in excess of those shown on the approved drawings to Daly City at least 6 months before mobilization for Coastal Commission approval

165. Part 1 Front End Specs - Specification 00700 General Conditions Part 50 states "The Contractor shall maintain all existing pedestrian walkways and crosswalks through the project limits, or provide acceptable temporary access to the facilities through the construction zones." To maintain the safety of the public, when equipment is traversing Avalon Canyon, access to the public must be closed. Closing Avalon Canyon Road to public traffic during times of construction traffic is necessary to maintain public safety. Bidders cannot comply with the above noted reference due to public safety risk.

Agreed. The contractor will be allowed to close Avalon Canyon Road to public use during times of construction traffic. Public closures must be limited to only those times when the contractor is actively using the road. Provide signage to notify the public of closures and personnel to maintain clearance during closures.

166. Part 5 Geotechnical Baseline Report Paragraph 3.7.1 references reports prepared for a proposed new sewer tunnel for the CCSF (Marliave, 1945; Marliave, 1947.). Please provide the referenced reports.

The reports are not available, however a figure will be included to the reference docs by addendum.

167. Part 5 Geotechnical Baseline Report Paragraph 3.3 states "Based on readings from project monitoring wells, the groundwater levels along the tunnel alignment range from about El. 8 feet to El. 15 feet." Paragraph 3.3 also states "water levels within the basin have begun to recover as a result of increased management of surface and groundwater resources (SFPUC, 2005)." Paragraph 3.3 also states "Perched groundwater was not directly measured from project monitoring wells,..." and "Groundwater levels measured at depth by project piezometers do not appear to be influenced by precipitation." Appendix E of the Geotechnical Data Report includes only 3 months of piezometer data from between roughly December 15, 2012 through March 16, 2013. This is very selective data to baseline the groundwater elevation from and is well over a decade old. Please provide more recent piezometer data to Bidder's to review and evaluate current conditions.

Additional piezometer data will be provided to reference documents. See also updates to the GBR with additional clarification on baselined groundwater levels.

168. Part 4 Drawings - 1304CSC-132 (Page 55/323) indicates a 3" thick sand bedding for box culvert pieces. 1304CSC-306 (Page 71/323) indicates a 1' thick compacted fill

beneath box culvert pieces. Please advise which is correct, and update the proper drawing.

A 3" thick sand bedding under box culvert is to be provided. 1304CSC-306 to be revised and provided in addendum.

169. I would like to request that, Orbinox Stainless Steel Slide Gates, be considered as an Engineer's pre-approved equal to the stainless steel slide gates specified in spec section 11109 of the above referenced project. There are five total gates and four are identical. Here is the gate schedule and I have attached your specs for reference. We are successfully supplying Stn Stl Gates in Hollister, Watsonville, Roseville, Reno and Colfax this past year. Please see the attached gate 72x72 Model MU gate submittal and a 60x24 Model RB (Weir) gate, as well as some gate information for you to evaluate our product more closely. Please feel free to contact me if you have any questions.

The City does not consider Orbinox Stainless Steel Slide Gates as an Engineer's pre-approved equal to the stainless steel slide gates specified in spec section 11109.

170. Flatiron West, Inc (FWI), as a member of a Joint Venture, has completed a business conversion of its name to Flatiron Dragados West LLC (FDW LLC). Please confirm our firm remains prequalified to submit a bid on this project.

This confirms that FDW LLC, as a member of the same Joint Venture as FWI, remains prequalified to submit a bid on this project.