REQUEST FOR QUALIFICATIONS

WOODLEY ISLAND MARINA

USCG CUTTER BARRACUDA POWER REPLACEMENT

ADDEMDUM #1

Question 1. Contract Award Timing

Could you please confirm when the District anticipates issuing the contract award, in reference to Section 1 (Critical Dates) and Section 10.4.a.i (Commitment to Schedule), which states that work must be completed by December 15, 2025?

Answer 1. District staff anticipate that the Board of Commissioners will accept and approve a qualified bid at its September 25, 2025, special meeting. Upon such approval, District staff will have the ability to negotiate a contract with a successful bidder. The USCG funding contingency will still apply.

Question 2. Pricing Requirements

Will the District require pricing to be submitted as part of the current SOQ, or will it be requested at a later stage? We are seeking clarification in relation to the same sections noted above.

Answer 2. Yes, a statement of qualifications and a fixed price to conduct the scope of work is expected.

Question 3. Fee Schedule Form

Section 8 (Scope of Work) references a Fee Schedule. Could you kindly provide the form or template intended for use?

Answer 3. The following is struck from the sentence(s): The District will be selecting the most qualified consultant contractor to complete the following general scope of work. The final scope of work, schedule, and budget will be determined during the contract negotiation. period using the provided Fee Schedule. The District will have final approval authority over all work products produced by the Consultant contractor.

This assessment grant will be used to assess historical operations, investigate soil and shallow groundwater impacted by the use of hazardous substances, and an evaluation of remediation alternatives for the former mill site with the preferred cleanup method developed for future implementation if necessary.

Question 4. Submittal Review Timelines

Please confirm the expected review durations by the District and USCG CEU Oakland for submittals, as referenced in Section C (Submittals) of the Scope of Work.

- Answer 4. USCG did not respond to this question
- Question 5. On plan sheet E-101 [N] 3 ½" conduit, on [1] type w cable ([3] 4/0 AWG conductors]) + one [1] type w cable [1] #8 AWG grounding conductor]. Is this two [2] type w cables or just one [1] type w cable?

We can't find a type cable with [3] 4/0 and [1] #8 in the same cable. Please advise

- Answer 5. Two (2) separate type W cables: one W cable with (3) 4/0 AWG conductors and one W cable with #8AWG grounding conductor, as the note states. (There is such a type W cable with (3) 4/0 AWG and (1) 8AWG conductors)
- Question 6. The RTRC conduit specified for this project comes in several different grades. Is there a specific grade that is required for this job?
- Answer 6. Extra heavy wall grade
- Question 7. How does $3\frac{1}{2}$ " conduit tie into pull and splice boxes?
- Answer 7. 3 ½ "conduit route, shown on E-101, from land-side electrical equipment to shore tie receptacle at the end of the dock is essentially diagrammatic. The conduit route requires pull/junction boxes, a flexible conduit portion at the gangway, and other necessary accessories. As part of the scope and contract, Contractor is required to field-determine the conduit route, flexible conduit portion, location of pull boxes, type of conduit fittings, and to provide the equipment per General notes and Keynote #2 on sheet E-101. Installation shall meet the latest editions of NFPA 70 (NEC), 70E, 101, local Authority Having Jurisdiction, and SOW.
- Question 8. Can we get 3 ½" RTRC conduit strapping details?
- Answer 8. Detail attached hereto (Attachment A) as what was previously fabricated and used on the USCG feed from Dock 'A'
- Question 9. What wire type from [E] service to [N] disconnect switch to [N] isolation transformer?
- Answer 9. The wire type is THWN/THWN-2 per SOW, PART 2, A.1 requirements.
- Question 10. During the job walk/site visit. A pull box was brought up to be installed at the end of the dock where the gangway meets the dock. This box is not shown on the plans. Can we get sizing type and mounting details for this box?
- Answer 10. Photos attached of the existing condition from 'A' dock (Attachment B).

Question 11. My question is what the license requirements are for this project?

Answer 11. Licensing shall be consistent with the requirements of the State of California Contractors License Board.

Answer 12 – 26.

Such shall be considered and determined at the time of contract negotiation.

Question 12. Can the District confirm that Professional Liability (Errors & Omissions) insurance is not required, given that no design or professional services are being provided?

Question 13. Would the District consider limiting the indemnity obligations to only those claims caused by the Contractor's negligence, fault, or wrongful acts?

Question 14. Can the Contractor be excluded from indemnifying or defending claims arising from the negligence or willful misconduct of the District, the United States Coast Guard, or other governmental entities?

Question 15. Will the District consider aligning payment terms with the Federal Prompt Payment Act (i.e., net 30 days after receipt of a proper invoice)?

Question 16. Is the District open to capping retention at five percent (5%) and allowing the Contractor to substitute a retention bond in lieu of withheld funds?

Question 17. Will the District explicitly recognize excusable delays, including force majeure events, supply chain disruptions beyond the Contractor's control, or delays caused by the District or USCG?

Question 18. In the event of delays caused by the District, USCG, or other governmental entities, would the Contractor be entitled to both time extensions and equitable cost adjustments?

Question 19. If concurrent delays occur, and the Contractor is not at fault, would the Contractor be entitled to both time and cost relief?

Question 20. Can bond premiums be included in the Contractor's mobilization payment upon submission of the bond invoice?

Question 21. Will the District consider incorporating a structured dispute resolution process that includes a "meet and confer" step, followed by non-binding mediation, before litigation?

Question 22. Can audit and recordkeeping obligations be limited to those required by federal grant and procurement rules, and to a period not exceeding three (3) years after final payment?

Question 23. Will the District provide the Contractor with written notice and a reasonable cure period (e.g., ten business days) before termination for cause, except in cases of fraud, insolvency, or willful misconduct?

Question 24. Can the warranty period commence upon the earlier of (a) acceptance by the District/Owner or (b) beneficial occupancy by the Owner/USCG?

Question 25. Will the District expand the definition of "Uncontrollable Circumstances" to include supply chain disruptions and government shutdowns or stand-down orders?

Question 26. In such uncontrollable circumstances, would the Contractor be entitled to schedule extensions without penalty and, where appropriate, equitable cost adjustments?

Humboldt Bay Harbor District/A-Dock - C/G Power Robert - 707-572-8729 - 12/13/2023

Quantity 36

A- Mark Marina





