



Design Build Soil Nail Wall Drill Tech Bid Acceptance PC015 - R075975

Owner:
County Manager's Office
1402 Maple Street
Redwood City, CA 94063

Date: November 5, 2019
Issued by: Scott Gurley

SCOPE of WORK: PC015 -Skanska – 5.1 – COR 002.1(R075975) 2019.10.24 **Ref: Drilltech bid**

DISPOSITION:

- Approved
 Rejected

NARRATIVE:

See attached documents

The PDU has reviewed and approved the Skanska CHANGE ORDER REQUEST COR 002.1 Design Build Soil Nail Wall Scope of Work in the amount of \$2,541,398.00 to adjust the value on Agreement R075975. This change order approval is for all design, labor, equipment material, and incidentals of the full Soil Nail Wall scope as required per contract and supplemented by bid docs posted to Building Connected. The package was posted to Box account by Skanska and forwarded to PDU 19.10.22. No construction activities are permitted until a construction specific Notice To Proceed is executed. Design activities are to commence immediately by Drilltech and Construction NTP will be provided at a later date.

In addition to adjusted value, this CHANGE ORDER includes 0 calendar days to extend the completion date of the Agreement. See attached CHANGE ORDER Form and Log for details. The CMAR has confirmed with the DBE Drill tech that updated schedule due to bid package reconfig will not impact the Drilltech scope cost.

Acceptance of this Change Order does not relieve CMAR of any provisions in the CMAR contract with PDU and all terms of the PDU CMAR contract remain in effect.

Document List for SNW posted to Building Connect is listed below. Any information contained in the listed documents that does not align with the CMAR PDU contract terms is superseded. These documents are listed for reference only

- Cordilleras Health System Replacement Project Enhanced Phase 1B Geotechnical Exploration. File Name: 11780002000_2019-05-17_Cordilleras GEX (1) (1)
- 18.08.23 Conformed Project Manual (For Subcontractor Bidding)
- CHSR Soil Nail Wall 2019-06-26 (1)
- 2019(08-26) Cordilleras DD-Schedule (1)
(Drilltech confirmed that there is no impact per updated schedule consolidating bid packages per correspondence with Skanska and PDU on Oct 24)
- Soil Nail Scope of Work
- 2019(07-29)RockFaceSoilNailWallTexture.jpg
- 2019(08-05)RailingDetail

- Exhibit C – Alternates Unit Prices and Labor Rates [05-2009 ed. Rev.1]
- Exhibit E – Standard Subcontract Terms and Conditions
- Exhibit G - _Skanska Standard Insurance Requirements [06.2015 ed. Rev.1]
- Exhibit J – Subcontractor Environmental Health and Safety Requirements [03-2016 ed. Rev.0] NEW PROJECTS
- Exhibit R – Project Specific Quality Management Program [09-2006 ed. Rev.1]
- Exhibit X – Site Requirements and Logistics [06-2006 ed. Rev.0]
- Exhibit Y – Supplemental TandCs for Subs w Design Responsibilities

ADJUSTMENT:

Cost: TBD Add Deduct

Schedule: Impact: Yes No TBD

The CMAR Entity shall proceed per the disposition stated above and remains subject to all requirements set forth in Specification Section 01 2600 Contract Modification Procedures 00 7200 Article 8 General Conditions Claims.

Owner/County:



11/05/2019

(signature)

Scott Gurley

(date)

(printed)

Skanska
 1 California Street
 Suite 1400
 San Francisco CA 94111
 Ph: 628.895.6301 Fax: 628.895.6302



PDU CONTRACT CONTACT:

KAREN RODGERS
 ADMINISTRATIVE MANAGER
 (650) 369-4722
kroddgers@smcogov.org
 1402 Maple St. Redwood City, CA 94063

TO: County of San Mateo, PDU
c_gurley@smcogov.org

CC: jorellana@smcogov.org
Kroddgers@smcogov.org

CHANGE ORDER 002.1

PDU PROJ. NO. PC015
 AGREEMENT NO: R075975
 COST ACCOUNT: 00 08 00
 CHANGE AMOUNT: \$2,541,398.00
 CHANGE IN TIME: 0 CAL. DAYS

SCOPE OF WORK: Soil Nail Wall Design Build Scope (NTP Design Only)

PROVIDE ADDITIONAL SUPPORT SERVICES TO COUNTY OF SAN MATEO PROJECT DEVELOPMENT UNIT INCLUDING: Drilltech SNW Design Build scope NTP for Design only. Separate NTP to be issued for construction however complete Design Build costs submitted herein.

SEE ENCLOSED EXHIBITS:NA

SCHEDULE OF VALUES	CURRENT VALUE	CHANGE AMOUNT	ADJUSTED VALUE
Pre-Construction Services	\$644,862.00	\$0.00	\$644,862.00
CMR Fee	\$2,145,000.00	\$63,120.00	\$2,208,120.00
CMR GC	\$4,421,855.00	\$0.00	\$4,421,855.00
CMR GR1	\$564,070.00	\$0.00	\$564,070.00
Direct cost of Construction	\$0.00	\$2,295,274.00	\$2,295,274.00
Contingency	\$0.00	\$68,858.00	\$68,858.00
BIT	\$3,777,767.00	\$114,146.00	\$3,891,913.00

CONTRACT VALUE SUMMARY

ORIGINAL CONTRACT VALUE	\$11,383,105.00
PRIOR APPROVED CHANGES	\$170,449.00
THIS CHANGE AMOUNT	\$2,541,398.00
ADJUSTED CONTRACT VALUE	\$14,094,952.00

CONTRACT TIME SUMMARY


ORIGINAL PHASE 1 CONTRACT MILESTONE:	9/22/2019
PRIOR APPROVED DAYS:	161
THIS CHANGE APPROVED DAYS:	0
ADJUSTED PHASE 1 MILESTONE DATE:	3/1/2020

I hereby certify, to the best of my knowledge, that (1) the information provided in this CHANGE ORDER is true and accurate, and in conformance with the terms of the Contract, and (2) the reported costs and time requested herein reflect the actual cost and time impacts related to the scope of work.

By signing below, I understand and agree that this CHANGE ORDER constitutes and full and final settlement for all direct, indirect, and related costs and impacts associated with this issue. Unless specifically modified in this change order approval, all terms and conditions of the contract remain in force, supersede any terms and conditions listed in Contractor's proposal, and under no circumstances are items listed in Contractor's proposal considered a part of this approved CHANGE ORDER unless specifically included in the County of San Mateo Project Development Unit standard CHANGE ORDER forms.

APPROVED BY  11/05/2019
 PDU Project Manager
 Scott Gurley

APPROVED BY  11/05/2019
 PDU Executive 1

APPROVED BY  11/5/2019
 PDU Executive 2

ATTEST: _____ Date

Signed and Certified that a copy of this document has been delivered by electronic or other means to the president, Board of Supervisors

ACCEPTED BY _____ Date
 Skanska

President of the Board of Supervisors

Clerk of the Board of Supervisors

Skanska
 1 California Street
 Suite 1400
 San Francisco CA 94111
 Ph: 628.895.6301 Fax: 628.895.0302



PDU CONTRACT CONTACT:

KAREN ROGERS
 ADMINISTRATIVE MANAGER
 (650) 368-4722
krogers@smcsoy.org

1402 Maple St. Redwood City, CA 94063

TO: County of San Mateo, PDU
c_saulier@smcsoy.org

CC: jorelana@smcsoy.org
Krogers@smcsoy.org

PDU PROJ. NO. PC015

AGREEMENT NO: R076975

COST ACCOUNT: 00 08 00

CHANGE AMOUNT: \$2,541,368.00

CHANGE IN TIME: 0 CAL. DAYS

CHANGE ORDER 002.1

SCOPE OF WORK: Soil Nail Wall Design Build Scope (NTP Design Only)

PROVIDE ADDITIONAL SUPPORT SERVICES TO COUNTY OF SAN MATEO PROJECT DEVELOPMENT UNIT INCLUDING: Driltech SNW Design Build scope NTP for Design only. Separate NTP to be issued for construction however complete Design Build costs submitted herein.

SEE ENCLOSED EXHIBITS:NA

SCHEDULE OF VALUES	CURRENT VALUE	CHANGE AMOUNT	ADJUSTED VALUE
Pre-Construction Services	\$644,862.00	\$0.00	\$644,862.00
CMR Fee	\$2,145,000.00	\$83,120.00	\$2,208,120.00
CMR GC	\$4,421,855.00	\$0.00	\$4,421,855.00
CMR GR1	\$564,070.00	\$0.00	\$564,070.00
Direct cost of Construction	\$0.00	\$2,295,274.00	\$2,295,274.00
Contingency	\$0.00	\$68,858.00	\$68,858.00
BIT	\$3,777,767.00	\$114,146.00	\$3,891,913.00

CONTRACT VALUE SUMMARY


ORIGINAL CONTRACT VALUE	\$11,393,105.00
PRIOR APPROVED CHANGES	\$170,440.00
THIS CHANGE AMOUNT	\$2,541,368.00
ADJUSTED CONTRACT VALUE	\$14,094,952.00

CONTRACT TIME SUMMARY

ORIGINAL PHASE 1 CONTRACT MILESTONE:	9/22/2019
PRIOR APPROVED DAYS:	161
THIS CHANGE APPROVED DAYS:	0
ADJUSTED PHASE 1 MILESTONE DATE:	3/1/2020


I hereby certify, to the best of my knowledge, that (1) the information provided in this CHANGE ORDER is true and accurate, and in conformance with the terms of the Contract, and (2) the reported costs and time requested herein reflect the actual cost and time impacts related to the scope of work.

By signing below, I understand and agree that this CHANGE ORDER constitutes and full and final settlement for all direct, indirect, and related costs and impacts associated with this issue. Unless specifically modified in this change order approval, all terms and conditions of the contract remain in force, supersede any terms and conditions listed in Contractor's proposal, and under no circumstances are items listed in Contractor's proposal considered a part of this approved CHANGE ORDER unless specifically included in the County of San Mateo Project Development Unit standard CHANGE ORDER forms.

APPROVED BY  11/05/2019
 PDU Project Manager
 Scott Gurley

APPROVED BY  11/05/2019
 PDU Executive 1

APPROVED BY  11/05/2019
 Skanska

APPROVED BY  11/5/2019
 PDU Executive 2

ATTEST: _____ Date

President of the Board of Supervisors
 Clerk of the Board of Supervisors

Signed and Certified that a copy of this document has been delivered by electronic or other means to the president, Board of Supervisors

**Change Order Log
Skanska**

AGREEMENT NO.

R075975

Date:

#	CHANGE NO.	CHANGE REQ. NO.	BASE CONTRACT		CHANGE AMOUNT	DAYS APPROVED	ADJUSTED COMPLETION	ADJUSTED CONTRACT AMT.
			AMOUNT	COMPLETION				
1	1	1	\$ 11,383,105.00	9/22/2019	\$170,449.00	161	3/1/2020 + Phase 2	\$ 11,553,554.00
2	2.1	2.1	\$ 11,383,105.00	9/22/2019	\$ 2,541,398.00	0	3/1/2020 + Phase 2	\$ 14,094,952.00
3								
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	SUM OF CHGS.	SUM OF DAYS	ADJ. COMP.	ADJ. VALUE.
ADJUSTED CONTRACT VALUE & COMPLETION	\$ 2,711,847.00	161	3/1/2020 + Phase 2	\$ 14,094,952.00



Skanska COR 02 - Design Build Soil Nail Wall SMC Cordilleras

Friday, October 18, 2019

Response to County of San Mateo Comments Dated October 9, 2019

Issued by Lindsay Corotis, Skanska

Item No

Item 001 The bidders were all given our latest DD Project Schedule and told to bid to this project schedule.

Item 002 The soil nail wall design build contractor will provide insurance in accordance with the contract requirements. They will be enrolled in the CCIP program for all site work.

Item 003 Similar to the design contingency amount carried in the overall project, this money is intended to address an increase in the direct cost of construction scope as the design is completed. This money is not intended to cover additional design services. This does not fall under Section 00 5201 1.05.

Item 004 Confirmed. Retention is 5%

Item 005 A link to all bid documents will be sent via email.

Item 006 Trade bonds are part of the scope of work and included within each subs costs. The mark-up for bonds, insurance and fee are for Skanska's costs.

Item 007 This was an error when I transferred the numbers. See corrected form.

Item 008 **Sequencing and Coordination (Overtime & Expediting)**

Drill nails, shoot initial shotcrete	200 Crew hr premium	*	\$	245	=	\$	49,000
Install rebar for final facing	120 Crew hr premium	*	\$	210	=	\$	25,200
Shoot final shotcrete facing	160 Crew hr premium	*	\$	245	=	\$	39,200
One extra mobilization	1 ea	*	\$	29,850	=	\$	29,850
							\$ 143,250

Item 009 We have covered all items for this scope of work in accordance with our contract with the County of San Mateo. These items do not obligate Skanska above our contractual requirements

Item 010 See above.

Item 011 I'm unclear what you are asking here. We do not sign the subcontractor's bids.

**San Mateo County – Project Development Unit
Cordilleras Health System Replacement Project**

COST PROPOSAL (CP)

CORDILLERAS HEALTH SYSTEM REPLACEMENT PROJECT

CP Number: _____ **Date:** 10/02/19

Contract Number: _____
In Response To: Design Build Soil Nail Wall Scope of Work

RFP #, etc.

To: COUNTY OF SAN MATEO

Attention: Scott Gurley, 1402 Maple Street, Redwood City, CA 94063

Subject Ref. No: _____
(for Project Manager use only)

[ENTER OWNER ADDRESS]

Telephone (480) [390-8918]


Fax: () []

From: [INSERT CMR'S NAME/ADDRESS]

Skanska USA Building

One California St, Suite 1400, San Francisco, CA 94111

This Cost Proposal is in response to the above-referenced _____ [insert RFP, etc. as applicable].
Brief description of change(s): Award of design build soil nail wall scope to Drill Tech Drilling & Shoring, Inc.

ITEM DESCRIPTION	CMR	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
Direct Labor Cost		\$2,295,274				\$2,295,274
Material						
Equipment						
Total Cost of Extra Work						
CMR Self-Performing <small>(Not to exceed 15% of total Cost of Extra Work)</small>						
Subcontractor's Overhead & Profit on Labor, Materials & Equipment <small>(Not to exceed 15% of total Cost of Extra Work)</small>						
Overhead & Profit to CMR for Subcontractor's Work <small>(Not to exceed 5% of total Cost of Extra Work) Incl Bonds, Ins. & Taxes</small>		\$177,266				\$177,266
Contingency <small>(3% of total Cost of Extra Work)</small>		\$68,858				\$68,858
<small>(Percent of Total Cost above not including any Overhead, Profit or Contingency)</small>						
GRAND TOTAL						\$2,541,398
REQUESTED CHANGE IN CONTRACT TIME (DAYS)						
By CMR: Lindsay Corolis	Signature:				Date:	10/2/19

END OF DOCUMENT 01 2600

SUPERSCEDED

PC015 -Skanska – 5.1 – COR 002(R075975) 2019.10.02
CoSM Cordilleras

Owner:
County Manager's Office
Project Development Unit
1402 Maple Street
Redwood City, CA 94063

Skanska

Date: October 9, 2019

Issued by: Scott Gurley

SCOPE of WORK: Skanska Soil Nail Wall Design Build Scope

Ref: DB Bid Docs

DISPOSITION:

- Accepted
- Returned, Address comments and/or questions listed in narrative below within 7 days.
- Not Accepted, The County elects not to proceed with the work addressed in this CPR.
- Rejected, See Narrative.

NARRATIVE:

See attached documents

The PDU has reviewed Skanska COR 002 for Soil Nail Wall Design Build Scope and this COR is returned to address the comments on the following page.

ADJUSTMENT:

Cost: TBD Add Deduct

Schedule: Impact: Yes No TBD

N/A

N/A

The CMAR Entity shall proceed per the disposition stated above and remains subject to all requirements set forth in Specification Section 01 2600 *Contract Modification Procedures 00 7200 Article 8 General Conditions Claims*.

Owner/County:



10/09/2019

(signature)

Scott Gurley

(date)

(printed)

- Differing Site Condition
- Program Change
- Regulatory Requirement
- Errors & Omissions

PDU COR 002 Clarifications									
	Item 001	What are the known/anticipated impacts from the use of an outdated unapproved project schedule for bidder? Per Skanska letter 18.09.25 a master project schedule was to be provided by 30 days after SD issuance. Ref email request for info on 19.10.08. Phase 2 construction was reduced by eliminating the amount of MHRC related sitework and earthwork.							
	Item 002	<p>Skanska COR 002 notes that CCIP is a \$41,000 credit.</p> <p>Per addendum 05 Question 001 in the Cordilleras Conformed project manual, Question #01-Should the full price of the GL and WC CCIP be included in the bid with the intention of having subcontractors bid without GL and WC for the county to realize the full insurance savings through those bids or do you want the CMR's to include a lower CCIP cost in the bid with the intention of having the subs bid with insurance and the CMR's collect the credits from the subcontractors? We would recommend the former.</p> <p>Question 001 Response - CMRs shall include coverage for the subcontractor in the CCIP for General Liability (GL) and Workers Compensation (WC). Subcontractors shall maintain the same insurance required to be maintained by Contractor (with the same deductibles/SIR's and other requirements) with respect to their portions of the Work as stated in Document 00 7311 (Insurance and Indemnifications), Article 1,11.</p> <p>Please clarify the deduction and verify that the subcontractor maintains the same insurance maintained by Skanska and adheres to specification 00 7311 requirements as indicated. The Owner Approved CCIP to be confirmed by Skanska. 18.07.11 email requesting CCIP not start as Skanska is only performing preconstruction activities does not specifically apply to the design build portion of work. Preconstruction activities and Design Build activities are not equivalent and CCIP for DB portion is to be discussed.</p>							
	Item 003	Cost of design of soil nail retaining wall is \$30,000.00 with a noted \$191,000.00 design contingency. This is a large amount of design contingency as compared to the design costs. Does this \$191,000 design contingency apply to any other activities? Should the \$191,000.00 design contingency not be fully used, will this fall under 00 5201 1.05 costs?							
	Item 004	Verify retention is 5%							
	Item 005	Specification 32 32 00 is referenced on the 4318012 sheet. Was there a BOD specification posted for bid? Also Drawings? Please provide all posted bid documentation as back up.							
	Item 006	Sub contractor bond or \$21,744.00 is included in the \$2,295,274 is being marked up on items 2-4 of skanska signature page. There is no mark up allowed on BIT costs as noted in 01 2600 1.04.D.							
	Item 007	01 2600 Cost Proposal and Skanska cover have different total values. Why is there a \$60k delta?							
		Skanska Cover	01 2600 page						
		\$ 2,295,274.00	\$ 2,295,274.00						
		\$ 117,266.00	\$ 68,858.00						
		\$ 68,858.00	\$ 63,120.00						
			\$ 114,146.00						
		\$ 2,481,398.00	\$ 2,541,398.00					Delta	\$ 60,000.00
	Item 008	Please provide specifics on what is covered under Sequencing and Coordination allowance.							
	Item 009	Please verify all items in excursions and Project special conditions are covered by Skanska							
	Item 010	In the event of any scope conflicts from Conformed Project manual and CO 002 provisions, the conformed project manual overrides.							
	Item 011	Please have all documents certified							

**San Mateo County – Project Development Unit
Cordilleras Health System Replacement Project**

COST PROPOSAL (CP)

CORDILLERAS HEALTH SYSTEM REPLACEMENT PROJECT

CP Number: #2 _____ **Date:** 10/02/19 _____

Contract Number: _____
In Response To: Design Build Soil Nail Wall Scope of Work

RFP #, etc.

To: COUNTY OF SAN MATEO

Attention: Scott Gurley, 1402 Maple Street, Redwood City, CA 94063 **Subject Ref. No:** _____
(for Project Manager use only)

[ENTER OWNER ADDRESS]

Telephone (480) [390-8918]


Fax: () []

From: [INSERT CMR'S NAME/ADDRESS]

Skanska USA Building
One California St, Suite 1400, San Francisco, CA 94111

This Cost Proposal is in response to the above-referenced _____ [insert RFP, etc. as applicable].
Reason of change(s): Award of design build soil nail wall scope to Drill Tech Drilling & Shoring, Inc.

CMR costs to go in CMR column.

ITEM DESCRIPTION	CMR	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
Direct Labor Cost		\$2,295,274				\$2,295,274
Material						
Equipment						
Total Cost of Extra Work						
CMR Self-Performing (Not to exceed 15% of total Cost of Extra Work)						
Subcontractor's Overhead & Profit on Labor, Materials & Equipment (Not to exceed 15% of total Cost of Extra Work)						
Overhead & Profit to CMR for Subcontractor's Work (Not to exceed 5% of total Cost of Extra Work) Incl Bonds, Ins & Taxes		\$117,266				\$117,266
Contingency (3% of total Cost of Extra Work)		\$68,858				\$68,858
(Percent of Total Cost above not including any Overhead, Profit or Contingency)						
GRAND TOTAL						\$2,541,398
REQUESTED CHANGE IN CONTRACT TIME (DAYS)						
By CMR: Lindsay Corotis	Signature: 	Date: 10/2/19				

END OF DOCUMENT 01 2600



October 2, 2019

San Mateo County PDU
1402 Maple Street
Redwood City, CA 94063
Attn: Scott Gurley

Re: Cordilleras Health System Replacement Project
Preconstruction Cost Proposal #2 (Award of Design Build Soil Nail Scope to Drill Tech)

Dear Scott,

In accordance with 01 2600, Contract Modification Procedures, we respectfully request the contract be modified by the following amount for Phase 1 Preconstruction Services. We understand we are requested the full amount, but understand that the construction portion is not guaranteed at this time.

Contractor

1. Drill Tech (Soil Nail Design Build Scope)	\$2,295,274
2. Contingency (3% of \$2,295,274)	\$ 68,858
3. Skanska Fee (2.75% of \$2,295,274)	\$ 63,120
4. Skanska, Bond, Insurance and Taxes (4.84% of \$2,358,394)	\$ 114,146

Total: \$2,541,398

Below is a narrative summary of the changes included:

- ***Award and Contract to Drill Tech Drilling & Shoring, Inc. for the design build scope of work of the Soil Nail Wall Scope. See attached bid leveling and bid sheets for a full description.***

Sincerely,

Lindsay Corotis
VP, Account Manager

cc. Adam Ely, San Mateo, PDU
Sam Lin, San Mateo, PDU

Nelson, Michael

From: Hsu, JT <jhsu@CANNONDESIGN.COM>
Sent: Monday, September 30, 2019 4:44 PM
To: Nelson, Michael
Cc: Corotis, Lindsay; Woo, Carey; Steven Moreland (steven.moreland@kpff.com)
Subject: RE: Soil Nail Bid Leveling Update

[External Email]

Mike

Upon review of the information provided, the noted design-builder meets the design intent, and the design team takes no exception to select Drill Tech.

thanks

JT Hsu, AIA, LEED AP
Vice President

CANNONDESIGN

1901 Avenue of the Stars, Suite 175
Los Angeles, California 90067
T 310.229.2717 • M 424.288.1820 • [gotomeeting](#)
[cannondesign.com](#)

From: Nelson, Michael <Michael.Nelson@skanska.com>
Sent: Tuesday, September 24, 2019 3:18 PM
To: Hsu, JT <jhsu@CANNONDESIGN.COM>
Cc: Corotis, Lindsay <lindsay.corotis@skanska.com>
Subject: Soil Nail Bid Leveling Update

Hi JT –

As discussed at the team meeting last week, see attached soil nail updated subcontractor bid and bid leveling sheet. Please note that pages 3 and 4 of the attached bid from Drill Tech will be subject to negotiation to meet the terms of the Skanska and PDU contracts.

Please review this document for approval and then we will forward the package to Scott for his approval.

Thanks,
- Mike

Mike Nelson, MBA, LEED AP BD+C
Preconstruction Manager

Skanska
One California Street
Suite 1400
San Francisco, California 94111
Office / Mobile: 408.690.2234
[usa.skanska.com](#)

Think twice before you press "print."

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PROJECT: Cordilleras Facility
 Redwood City, CA
UPDATED: September 12, 2019
 Page 1 of 4

ATTN: Michael Nelson @ Skanska... **DESIGN-BUILD RETAINING WALLS:**

Drill Tech Drilling & Shoring, Inc. (DTDS) is pleased to submit this *COST PROPOSAL* to design, furnish and install the soil nails and sculpted shotcrete facing for the Cordilleras Health System Replacement Project in Redwood City, CA. located at 200 Edmonds Road in Redwood City, CA.. TDS pricing is based on the soil nail wall plane (7 sheets) as prepared by KPFF dated 6/14/2019 (CannonDesign), and the Ground Exploration Report by ENGEO dated 5/17/2019.

SCOPE OF WORK:

- Provide engineering design calculations and drawings by licensed Professional Engineer.
- Provide submittals as required.
- *Two (2) mobilizations included in the bid price.*
- For each additional mobilization, add \$25,000.00 for each additional mobilization.

Soil Nails:

- Drill all soil nail anchor holes.
- Furnish, install and grout soil nail anchors, including soil nail bearing plate assemblies.
- Furnish, install, and test all proof and verification test soil nail anchors (as required).

Primary Shotcrete Facing:

- Furnish and install geocomposite drainage strips (chimney drain).
- Furnish and install the steel reinforcement for the primary shotcrete facing.
- Furnish and place (shoot) the primary shotcrete facing with an as-shot nozzle finish.

Final Shotcrete Facing:

- Furnish and install the steel reinforcement for the final shotcrete facing.
- DTDS will furnish and place the final shotcrete facing... *100% Coverage* with an architectural sculpted and stained finish, *or at Contractors option...*an "as-shot" finish at the locations not requiring the architectural finish.

DESIGN / BUILD - SOIL NAIL RETAINING WALLS:

Item	Item Description	Quan	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 168,000.00	\$ 168,000.00
2	Design & Engineering	1	LS	\$ 30,000.00	\$ 30,000.00
3	CUT Walls - Soil Nail Wall w/ Sculpted Shotcrete Finish	26,710	SF	\$ 55.84	\$ 1,491,486.40
				TOTAL =	\$ 1,689,486.40

OPTIONAL ADDS:

Item	Item Description	Quan	Unit	Unit Price	Total
4	V-Ditch	1,136	LF	\$ 40.00	\$ 45,440.00
5	Permanent Railing	1,136	LF	\$ 66.00	\$ 74,976.00
6	<i>Back-forming Top of Wall above V-Ditch*</i>	<i>1136</i>	<i>LF</i>	<i>\$ 20.0</i>	<i>\$ 22,720.00</i>
				COMBINED =	\$ 1,832,622.40

* Note: See Detail 2 - Soil Nail Wall TOW & Valley Gutter

Note: Above unit prices are based on continuous drilling and final quantities shall be measured and agreed upon in the field by the GC and DTDS. For soil nail drilling, Contractor to have a minimum of 250' of wall excavated and ready for drilling daily (5 days a week), ready each day to drill (this represents how much should be available, or out ahead of DTDS to drill, not a production schedule).

EXCLUSIONS:

- Plans, permits, property survey, inspections, inspectors, monitoring, 3rd-party testing, coring, USA, reporting to authorities, monitoring of existing slope and facilities, noise monitoring and all environmental monitoring and shotcrete core testing.
- All excavation and backfill materials.
- Temporary shoring.
- Perforated drain pipe, cleanouts, subdrainage, trench backfill, soil subgrade.
- Installation of any dowels, anchor bolts, anchors, keys or formwork.
- All back-forms and forming required for shotcrete lifts (if above grade).
- Formed back and top of wall, if required due to irregular excavation.
- Temporary *and permanent* railings, guard rails, cable railing *and concrete drainage gutters/swales*.
- Pot holing, location, relocation, support or removal of utilities, underground & overhead as required by DTDS.
- Continuous removal of drill spoils, grout and shotcrete rebound as required by DTDS.
- Site clearing and grubbing, grading and compaction other than described in the scope of work.
- Removal of or drilling through existing man-made objects.
- Hoisting or lifting of materials or equipment other than in scope of work.
- Repair and/or replacement of pavements and existing site improvements.
- Development, restoration of laydown areas, fences, gates, ramps.
- Dewatering, waterproofing, site water handling, collection, pumping whether contaminated or clean, if required.
- Erosion control, dust control and SWPPP establishment and maintenance.
- Removal, handling, covering, storage and disposal of hazardous materials.
- The cost for additional insurance requirements and changes to wording over & above our industry standards listed below
- Any work not specifically included in "Scope of Work" above.
- All liquidated and consequential damages.

PROJECT SPECIAL CONDITIONS

Contractor shall provide at no cost to DRILL TECH DRILLING & SHORING, INC:

- Safe and secure work area as determined by DTDS and firm level all weather access for material deliveries, storage, drilling equipment and mixer trucks moving under their own power.
- Provide 20' wide min. level working bench 3-ft below soil nail holes for drill rig access and installation.
- Relocate overhead power lines as required for drilling access (if required).
- Traffic control and lane closures required to complete our work and mobilize equipment onsite.
- Survey, layout and location of walls including 5 foot offset staking of each drilled hole and elevations.
- A continuous supply of potable water or equivalent (city pressure, 50 gpm) *within 100-feet-of-drilling-area: On project site for DTDS to supply DTDS water buffalo, or truck... as provided by DTDS.*
- Overbreak - DTDS will only pay for up to *50% in excess* of the theoretical volume of the primary (initial) 4" construction shotcrete facing to cover the shotcrete used priming the pump and hoses, rebound, filling of the drilled holes beaks and some of the over-break due to spalling/sloughing. Additional shotcrete purchased in excess of that allowed will be invoiced at \$300 per CY to account for labor & materials for placing the excess shotcrete.
- Secure and adequate staging and storage area for equipment and materials.
- Sanitary facilities, hand-wash facilities meeting OSHA standards, containers for misc. construction trash including disposal.
- Equipment cleanout area and shotcrete/grout washout area (within 100ft of drilling area) including disposal of waste.
- Cost of permits and bonds if required.
- DTDS is a Specialty Contractor: DTDS must be notified in advance, prior to the scheduling of any its work, of any project requirements regarding labor compliance and/or local hiring goals. When properly notified in advance of such goals and requirements, DTDS shall make every good faith effort to comply with such goals. Notwithstanding, participation by DTDS in such labor compliance goals shall be limited to DTDS's good faith efforts in selecting its own specialty team.
- Extra work and standby time for crew and/or equipment caused by others to be charged at force account rates.
- Upon issuance of subcontract a schedule of work shall be provided to DTDS and mutually agreed upon.
- This proposal to be part of the subcontract and this proposal's conditions preside over conflicting subcontract conditions.

ABOVE PRICES ARE BASED ON:

- A mutually agreed to schedule, scheduling our work so it can be completed, working 8 hour daytime shifts, 5 days per week excluding Saturdays, Sundays and Holidays. If weekend or night work required, O.T., premium, plant openings, lighting costs to be paid by General Contractor.

PAYMENT TERMS

- Progress Payment: Payments in accordance with mutually agreed schedule of values due and payable thirty (30) days after receipt of our monthly billing or ten (10) days after receipt of payment from owner, whichever occurs first.
- Mobilization: Mobilization is due and payable ten (10) days after mobilization of the drill rig on site.
- Materials on Hand: All on-site production materials delivered to the site to be paid in full thirty (30) days after receipt of our invoice, or ten (10) days after receipt of payment from owner, whichever comes first.
- DTDS does not and will not waive or release any rights or remedies provided under any applicable prompt payment statute and nothing herein shall be construed as a waiver or release by DTDS of any such rights or remedies.
- DTDS shall be promptly reimbursed and paid by the Contractor for any cost which DTDS may be required to incur for its participation in, subscription to, and/or otherwise mandated use of any administrative programs, systems, or software for any aspect of project management which are or might be mandated for use by DTDS for this project, plus 15% of such costs.
- DTDS expressly does not waive any statutory right to collect prompt payment penalties and nothing herein shall constitute or be construed to effect a waiver by DTDS of any statutory right to collect prompt payment penalties.
- Other Payment Conditions: DTDS will submit a conditional waiver and release executed by it as a condition to each payment and it will submit an unconditional waiver and release promptly after payment funds have posted, without restriction, to its account. It shall not be a condition of any payment to DTDS that a waiver and release from any third party in contract with DTDS (as a sub-tier subcontractor or as a material supplier) be submitted. In the event of any third party claim against the owner or its surety, the general contractor or its surety, or the property to which the work of improvement relates, for alleged nonpayment by DTDS with respect to the subject work of improvement, DTDS at its sole option, shall indemnify the claim recipient(s) with respect to the claim or bond around the claim or do both. DTDS's duty herein shall only arise provided DTDS has been promptly notified of the claim when it initially arose. "Claim" means a mechanic's lien as evidenced by a recorded mechanic's lien, a stop payment notice served as required by law, a bond claim received by a surety, a cause of action or a claim for relief in a filed lawsuit, and a claim made in papers which initiate mediation or arbitration.

DAMAGES, DELAYS, BACK-CHARGES and EXTRA WORK:

- DTDS shall not be held responsible for any direct, indirect and consequential damages.
- DTDS must be notified in writing within 24 hours of the cause of any potential claim for damages and be given the opportunity and reasonable time, to resolve same with our own forces.
- No damages may be assessed without DTDS's specific agreement in writing, signed by our authorized company representative. Any damages shall be proportional to DTDS's share in the total fault and the total assessed will be limited, not to exceed our subcontract value less materials.
- No back-charges of any kind to DTDS will be accepted unless received on a daily basis and agreed to and signed for by our authorized representative.
- Unless specified otherwise, extra items of work not included in our scope of work, but performed by DTDS, or delays resulting from interference or non-performance of others, shall be invoiced at cost plus 20%.
- If the owner / contractor asks DTDS to prepare submissions, secure materials, purchase or modify equipment and accessories or perform contract related work, prior to the contract document being finalized all costs incurred, will be paid for at cost plus 20%.

INSURANCE, INDEMNIFICATION:

- A) DTDS shall maintain in place during the performance of it's work hereunder, worker's compensation coverage as required by law, bodily injury and property damage liability insurance (XCU exclusion deleted), with a combined single limit of \$1 million. "Additional Insured" coverage thereunder is limited to DTDS's proportionate share of the total fault causing the loss

or damage on which such claim is based. Coverage afforded shall be Type III. For additional insurance requirements beyond that mentioned above, the total additional cost and premiums required shall be solely born by the Prime Contractor and/or Owner.

- B)** DTDS shall indemnify Prime Contractor (if any) and Owner with respect to any claim which arises directly from the negligence, if any, of DTDS in performance of it's work hereunder, but the extent of such indemnity shall be only in proportion to DTDS's share of the total fault causing the loss or damage on which such claim is based. DTDS shall have no other responsibility to defend, indemnify or provide insurance for Prime Contractor (if any), Owner or others with respect to claims arising from or related to DTDS's work hereunder. Variations to wording, additional requirements and waiver of subrogation can be requested at owner's additional cost and subject to our carrier's availability.

ACCEPTANCE:

- This bid proposal subject to acceptance within ninety (90) days from bid date.
- Acceptance of a bid proposal shall:
 - Constitute a contract between both parties and this bid proposal shall be an integral part of any contract agreement and shall supersede and control any conflicting or ambiguous language in the contract documents.
 - Acknowledge acceptance by the General Contractor that DTDS will be held harmless for all costs, direct and indirect damages caused by or resulting from drilling within the contract's specified drilling tolerances at the locations specified in the contract plans and approved engineered drawings.
 - DTDS shall not be required to mobilize, order materials or work prior to receiving a fully executed contract with terms agreeable to DTDS.

CONTRACTOR:

DRILL TECH DRILLING & SHORING, INC.
CA DIR Account#1000004866
AZ#156536 - CA#745354 - NV#50406 - OR#143832 - WA#DRILLTD000KC - TX#801399151
Drill Tech Drilling & Shoring, Inc. is an Equal Opportunity Employer

BY: _____

BY: Dana Lavoie *dana@drilltechdrilling.com*
Chief Estimator *510-715-1460 cell*

DATE: _____

DATE: Sept. 12, 2019 *E-30218 R3 Soil Nail Walls*

MALCOLM DRILLING COMPANY
 Contact: David Walker 510-780-9181 (8-28-19)
Post Bid Clarifications for Cordilleras Soil Nail Wall Bid

	Quantity	Unit Cost	Subtotal	Notes
Original Bid Scopes				
Design of Soil Nail Retaining Wall	1	\$66,000.00	\$66,000.00	LS
Soil Nail Retaining Wall	26,710	\$85.00	\$2,270,350.00	SF
Mobilization	1	\$35,000.00	\$35,000.00	EACH
Clarifications Request in Original Bid Form				
Recommended additional subsurface investigation (soils report) to supplement existing soils report				No Bid, By Others
Premium for "Rock Face" finished textured look at the Soil Nail Wall areas currently shown as "Non-Textured"	10,730	\$3.95	\$42,383.50	
Provide labor rates				See Attached
Post Bid Clarifications				
Bid per schedule				Yes
Confirm bond rate and that you have available bonding capacity if awarded this project				1.2% and 150 Million
Provide cost for added mobilization	EA	\$35,000.00		
Confirm included or added cost for temporary hand railing (install, removal, disposal) during construction				No Temp Rail, will install permanent during wall construction. If we need to install Temp Hand rail add \$24,500
Confirm included or added cost for permanent railing shown on the drawings				Included
Confirm depth of overbreak shotcrete included in your bid				Temp wall 4" +1.5" (OB) Permanent 8" +18% (OB)
Added cost for an additional 3" for overbreak shotcrete (Also provide cost /CY for additional)	Add 3" Overbreak (26,710 SF) (247 CY)	\$89,033.00		Cost per added OB \$360 per CY
Confirm included or added cost for drainage system at soil nail wall				Included Mitradrain product behind wall, However no drain system at bottom of wall has been included.
Confirm included or added cost for shotcrete test panels for each finish type (assume 6' ft x 6 ft panels)				Included 3 (4'x 4' Panels)
Confirm bench width required for soil nail operation				Flat 25' wide
Confirm included or added cost for grading of V-Ditch at Top of Wall				Excluded, By others
Confirm included or added cost for off-haul of drill spoils				Excluded, By others
Confirm included or added cost for continuous removal and disposal of shotcrete rebound				Excluded, By others
Confirm included or added cost for concrete washout for bidders operations including disposal of concrete debris				Excluded, By others
Additional Clarifications				
Provide DIR registration number and confirm registration is current				#1000003389 Current
Should this scope be covered under a CCIP, what is the deduct for the insurance coverage?				GL & WC Credit \$9,656.00



MALCOLM

Look to the Blue

August 16, 2019

Skanska USA Building
1 California Street, Suite 1400
San Francisco, CA 94111

ATTN: Mike Nelson

Sent Via e-mail: mike.nelson@skanska.com

MDCI Est.No. NC-19-392

RE: Soil Nail Wall
Cordilleras Health System Replacement Project
County of San Mateo, California

Malcolm Drilling Co., Inc. (MDCI) is pleased to provide this Proposal for the Construction of the Design-Build Soil Nail Retaining Walls. Our proposal is based on the following unit prices, scope of work and attached Standard Conditions (Rev. 3/18).

July 19 100% DD set not used?

PROPOSAL IS BASED UPON THE FOLLOWING INFORMATION:

1. Project Drawings (50 % Design Development) dated June 14, 2019
2. Ground Investigation Report by Engeo dated May 17, 2019.
3. MDCI scope summary Plan sheet C0901 (Attached)

SEQUENCE & SCHEDULE:

- MDCI will work 5 days per week (Monday thru Friday), approximately 10 hours per day (7 AM to 5 PM).

SCOPE: Walls

- Design of Temporary 4" Soil Nail Wall and Design of 8" Permanent wall.
- Installation of Soil Nails
- Install Handrail per Clarification via e-mail.
- Install V-Ditch.
- Soil Nail Proof Testing.
- Temp Shotcrete Wall (Assumed 4" Wall + 1.5" Overbreak, total shotcrete included is 5.5") added Shotcrete will be charged at \$360 per CY.
- Structural Wall 8", plus 1" to 3" of Architectural Layer Sculpted (Geo Finish, with Stain) See attached Samples.

BID ASSUMPTIONS:

- Lift Excavation & V-Ditch by others. We have assumed average excavation rate of 2 days per lift.
- Continuous work between the walls.
- Continuous Removal of shotcrete rebound (Temporary wall and Permanent)

- Soil Nail Drill rig will require a 25' wide drill bench.

Wall Pricing:

Item	Item Description	Unit of Measure	Estimated Quantity	Unit Rate	Total Amount
1	Mobilization	EA	1	\$35,000.00	\$35,000.00
2	Design	LS	1	\$66,000.00	\$66,000.00
3	Soil Nail Walls (#1, 2,3,4,&5)	SF	26,710	\$85.00	\$2,270,350.00
				Total Bid	\$2,371,350.00

Note: For providing Payment and Performance Bonds, if required, ADD: 1.2% of the contract amount.

SUPPLIED BY OTHERS:

1. All weather access (lime/cement treated) for our drill rig and related equipment is to be provided by others. Safe access/egress including dry, level, firm, all-weather benches and ramps. MDCI anticipates using a crawler mounted drill rig. The unit is approximately 30' long and 12' wide when drilling.
2. Prime Contractor shall provide suitable locations to allow MDCI to complete its work and staging (for material, tooling, concrete boom pump, concrete trucks, cranes, etc.).
3. Drill spoils loading, hauling and disposal are excluded. We exclude containment, control, removal, and disposal of all drill water and slurries.
4. Construction water shall be supplied by the general contractor.

Retention is 5% 01
2900 1.07.E.1.a

CONTRACTUAL:

1. Our estimate has been prepared with current pricing and availability provided by our suppliers.
2. During the work, progress payments shall be made at least monthly. Progress payments shall include reimbursement of costs for all materials that have been purchased and/or satisfactorily fabricated, even if they have not yet been installed. Interest or late fees will be charged on all past due accounts, at 10% per annum. Retention, if withheld, shall be limited to no more than 10% of MDCI's earned payments. Full payment for MDCI work shall be made within 45 days after completion and acceptance of that work. No payments shall be made with joint checks unless authorized in writing by MDCI. Payment of retention shall not be conditioned on payment from Owner.
3. Any proposed subcontract provision which allows Prime Contractor to take-over MDCI's equipment, plant or tooling.
4. Any proposed subcontract provision which requires MDCI to defend, indemnify and insure Prime Contractor / Owner in excess of MDCI's proportionate share in the total fault causing the loss or damage.

SPECIFIC EXCLUSIONS:

While the attached Standard Conditions (Rev. 12/14) apply to this project, we wish to specifically emphasize the following exclusions:

1. Maintaining the working pad elevation and re-establishing rough grade after completion of pile work are excluded. This proposal is based on installing the piles from one flat level bench elevation.
2. Removal, verification, (including potholing by others), protection (including capping of side sewer laterals), or relocation of utilities.
3. Prime Contractor shall provide protection and repair, if needed, of any driveways, paved roadways, sidewalks, or other finished/unfinished areas.
4. Trash bins or any disposal of non-salvaged materials.
5. Traffic / pedestrian control; including any installation, removal or replacement of traffic control

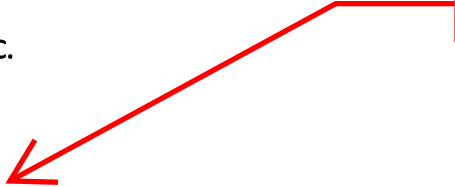
- barricades, signs or other measures required for MDCI work operations.
6. Man-made obstructions to drilling (debris, existing structures, etc.).
 7. Forming, sandblasting, placement of dowels, anchor bolts and keyways.
 8. Sanitation facilities, Night work, including lighting.
 9. All tasks related to SWPPP including providing and maintaining all BMP's, street cleaning, and tracking control devises or measures including dust control.
 10. Concrete wash-out facilities (furnished and maintained) within 200 feet of the working area by GC.
 11. Protection of structures/utilities adjacent to work areas to be installed and maintained by others. The protection, repair, and replacement of damaged areas caused by the drill rig are excluded.
 12. Permits, Settlement and vibration monitoring.
 13. Third party inspection, sampling or site observation.
 14. BIM Modeling.

We look forward to working with you on this project. Please contact me at (510) 780-9181 if I can be of further assistance or if further clarification is required.

Respectfully submitted,

MALCOLM DRILLING CO., INC.

All docs to be certified



David Walker
Project Manager

Attachments: Standard Conditions, Plan sheet C0901, Boulderscape Samples (2 Pages)
BID/EST 19-392



Bid No. NC 19-392

Job Name: Cordilleras

MALCOLM DRILLING CO., INC. (MDCI) STANDARD CONDITIONS

This proposal is based upon the following conditions, exclusions and requirements.

1. **PRIME CONTRACTOR COORDINATION AND SUPPORT.** Throughout the project, the Prime Contractor shall be responsible for providing MDCI with each of the following, which are excluded from MDCI's scope of work:
 - a. coordinating all work of other contractors and suppliers so as not to hinder, interfere with or delay MDCI work;
 - b. all required soil, concrete and materials testing, and inspection; **DW**
 - c. suitable areas on or adjacent to the site for ~~MDCI's office~~, storage of materials and equipment and fabrication of materials. **DW**
 - d. protection (including capping side sewer laterals), location (including potholing), relocation, removal, and/or repair of all pavement, sidewalks, conduits, wires, pipelines and other utilities, whether underground or overhead, in the project area and on adjacent property, as required to prevent interference with MDCI's work;
 - e. furnishing water, sanitary facilities and ~~electrical power~~, in such quantity and quality as required by MDCI and available within 200 feet of each work location.
2. **EXCLUSIONS.** Unless otherwise stated in the accompanying proposal, the following items of work are excluded from MDCI's scope and shall be paid for as additive change orders if required:
 - a. removal of subsurface obstructions of any kind that were not disclosed in the project soils information provided to MDCI at bid time;
 - b. removal of materials after they have been installed, except when such removal is caused by MDCI defective work;
 - c. unscheduled overtime required by Owner and/or Prime Contractor;
3. **SCHEDULE.** Time is of the essence in this agreement. Prime Contractor and MDCI shall adhere to a mutually agreed upon schedule. Prime Contractor shall provide workmen, materials, and supervision as needed to expedite the work to meet or exceed the project schedule.
4. **DELAYS.** If MDCI is delayed by Owner and/ or Prime Contractor, or anyone else under their control, MDCI shall be entitled to equitable compensation and time extension.
5. **HAZARDOUS MATERIALS.** MDCI shall not be required to remove, transport or dispose of hazardous substances or contaminated materials (as designated by any government agency). Before MDCI's work begins, Prime Contractor shall disclose in writing all information it has and can obtain from Owner regarding hazardous and contaminated materials at the project site. Prime Contractor shall arrange for all tests, inspections, and notices required by law.

The encountering of any hazardous substance or contaminated material that affects MDCI's work shall constitute a differing site condition for which MDCI shall be entitled to equitable price and schedule adjustments. If such a condition is discovered, MDCI shall be entitled to stop all affected work and shall have no obligation to perform investigation or remedial work. Prime Contractor shall immediately arrange for investigation of the condition and give prompt notice as to how it will be handled. If the Prime Contractor certifies that the condition is alleviated and directs MDCI to proceed, MDCI may require the Prime Contractor to provide insurance with mutually agreed policy limits to cover any personnel health risks and remediation liabilities to which MDCI may thereby be exposed.

Prime Contractor shall indemnify, hold harmless, and defend MDCI and its officers, employees, subcontractors of any tier, suppliers, and consultants from and against any liability, claim, loss, or expense (including legal and expert expenses) arising out of the existence, encountering, handling, disposal, release, or remediation of any hazardous substance or contaminated material other than materials brought to the site by MDCI.
6. **LIMITATIONS ON DAMAGES.** MDCI will accept a reasonable amount for liquidated damages proportionate to MDCI's contract value with a maximum liability cap. MDCI shall under no circumstances be liable to Owner and/or Prime Contractor or to any of Owner's and/or Prime Contractor's employees, contractors or consultants for any indirect, consequential, or exemplary damages.
7. **DIFFERING SITE CONDITIONS.** Notwithstanding any other provision in any contract documents, MDCI shall be entitled to an equitable adjustment to its price and schedule whenever its work is adversely affected by encountering any latent condition at the project site that differs

8. **INDEMNITY.** MDCI shall defend and indemnify Prime Contractor and Owner (each an "Indemnitee") with respect to any claim against it for loss or damage negligently or intentionally caused by MDCI, its subcontractors or agents in the performance of work under this contract, but only in the same proportion as that causation bears to the whole of the causation, including that attributable to the Indemnitee on the basis of either active or passive liability or fault, giving rise to such loss or damage. These proportions of causation shall be determined upon the resolution of such claim, and Indemnitee shall repay to MDCI that part, if any, of the costs of Indemnitee's defense or indemnity provided by MDCI that is in excess of MDCI's proportionate share of such causation.
9. **INSURANCE.** MDCI shall maintain in place, throughout the performance of its work hereunder, worker's compensation coverage as required by law, and commercial general liability insurance, for bodily injury and property damage coverage (without the exclusion for explosion, collapse and underground loss), with a single occurrence limit of \$1 Million. MDCI shall only be required to provide such coverage to the extent of MDCI's share in the total fault causing loss or damage.
10. **LIMITS ON CONDOMINIUM CONVERSION.** If the owner elects to convert a project to condominiums, the owner will provide Condominium Conversion Insurance prior to any such conversion. This insurance will cover the contractor and its subcontractors retroactively to the commencement of construction with a tail through the Statute of Limitations.

Owner and contractor will defend, indemnify and hold MDCI harmless from any claims by a Condominium Association for damages arising from or connected with the sale or construction of any condominium property.
11. **ENTIRE AGREEMENT.** These general conditions and attached bid proposal comprise the parties' entire agreement for the work. They supersede all prior and contemporaneous written or verbal agreements and representations relating to the work, and these conditions may only be amended by a mutually signed written instrument.
12. **DISPUTES.** In the event of a claim or dispute between MDCI and Prime Contractor arising out of or in any way relating to this contract or the work to be performed hereunder, the parties shall first attempt to resolve it through mediation conducted by a single mediator, to be selected by the parties and compensated equally by them. Only those claims or disputes, if any, which are not resolved by such mediation shall be submitted to binding arbitration before a single arbitrator selected by the parties or, if they are unable to agree, by a court of competent jurisdiction. That arbitration shall be conducted under the arbitration statutes of the state in which the work is to be performed, or under such other rules of arbitration as the parties may agree. The prevailing party in such arbitration shall be entitled to recover from the other party, in addition to any other damages awarded, all of its reasonable attorneys' fees, expenses, experts' and consultants' charges, and the costs of the arbitration.
13. **PRECEDENCE.** These conditions shall be attached to and become part of the contract and shall take precedence over any conflicting provisions.
14. **EXPIRATION.** Unless specified otherwise, this bid quotation shall not remain in effect after 30 days of the bid date unless accepted in writing or by Contract.

CASE PACIFIC COMPANY

Post Bid Clarifications for Cordilleras Soil Nail Wall Bid

Original Bid Scopes	Quantity	Unit Cost	Subtotal	Notes
Design of Soil Nail Retaining Wall	1	85000	85000	
Soil Nail Retaining Wall	1	2,255,600	2255600	
Mobilization	2	50000	100000	
Clarifications Request in Original Bid Form				
Recommended additional subsurface investigation (soils report) to supplement existing soils report	0			NOT REQUIRED
Premium for "Rock Face" finished textured look at the Soil Nail Wall areas currently shown as "Non-Textured"	1	50000	50000	
Provide labor rates				Forthcoming
Post Bid Clarifications				
Bid per schedule				
Confirm bond rate and that you have available bonding capacity if awarded this project				Yes. One mobilization added to pricing.
Provide cost for added mobilization				0.88%
Confirm included or added cost for temporary hand railing (install, removal, disposal) during construction				Full Mob:\$50,000
Confirm included or added cost for permanent railing shown on the drawings				Included. Removal, Add \$
Confirm included or added cost for Wall #5 shown on the drawings				Excluded. Talk with Mike
Confirm depth of overbreak shotcrete included in your bid				Included.
Added cost for an additional 3" for overbreak shotcrete (Also provide cost /CY for additional)				2"
Confirm included or added cost for drainage system at soil nail wall				HAVE 2" , SO ADDITIONAL 1" = \$21,000 - \$/cy
Confirm included or added cost for shotcrete test panels for each finish type (assume 6' ft x 6 ft panels)				Included stub outs to face of permanent wall
Confirm bench width required for soil nail operation				Included.
Confirm included or added cost for grading of V-Ditch at Top of Wall				15' , cout get by with slightly less at top rows
Confirm included or added cost for off-haul of drill spoils				Included
Confirm included or added cost for continuous removal and disposal of shotcrete rebound				We will leave drill spoils at base of each wall.
Confirm included or added cost for concrete washout for bidders operations including disposal of concrete debris				Stokpiled or installed in dumpsters provided
Confirm included or added cost for concrete washout for bidders operations including disposal of concrete debris				Add \$24,000, cover grout from nails and shot
Additional Clarifications				
Provide DIR registration number and confirm registration is current				DIR# 1000006311 Current
Should this scope be covered under a CCIP, what is the deduct for the insurance coverage?				GL Deduct: \$17,000 WC Deduct:

=\$375
ls.

: of high wall.
(approx 200CY)
by others.
crete

\$34,000



Duane Phares <dphares@casepacific.com>
CONTRACTORS & ENGINEERS
CASE PACIFIC COMPANY CORPORATE OFFICE: 2121 Ardmore Road, Paso Robles, CA 93446-7199 (805) 237-8851 FAX (805) 237-8854
6850 National Drive, Livermore, CA 94550-8816 (925) 449-2590 FAX (925) 449-6150
California Lic #259827, Nevada Lic #0055158

TO: Skanska USA Building Inc.
1 California St. #1400
San Francisco, CA 94111
Attn: Michael Nelson
PROJECT: Cordilleras Health System Replacement Project
Redwood City, CA
CPCO Est. No.

Subject to the Terms and Conditions #1 through #39 as stipulated below and on the attached hereto, we propose to furnish labor, material and equipment necessary to install the work as described below for the following principal sum of:

Two Million Three Hundred Ninety Thousand Six Hundred Dollars and Zero Cents \$2,390,600.00

The principal sum is based upon the plans 50% DD dated 06/14/2019 and

specifications prepared by Cannon Design and kPff and dated 10.19.18 and

Geotechnical Borings prepared by Engco and dated 10.19.18 and dated n/a

Permanent Soil Nail Walls Buildings A-E

Permanent shoring walls 1 thru 5, approximately 26,200 square feet*, will be installed along the perimeter of the excavation. The maximum depth of the excavation is 5'. The shoring will be comprised of horizontal drilled soil/rock nails with an initial 4" thick temporary reinforced concrete lagging to base of excavation. An 8" permanent sculpted or trowled finish will shored in place from manlifts for a total 12" thick permanent wall. Work to be installed in 5' vertical lifts. The shored will be rod finished. Rebound will be left at the bottom of each lift. Minimum horizontal tolerance required is one percent of the vertical height. Includes permanent handrail and v-ditch install.

Included is an allowance of 2" for over excavation. Additional shored required in excess of the theoretical thickness plus 2" will be charged at a rate of \$375 per cubic yard and measured by truck load.

*This permanent wall square footage above includes a required 1.5' penetration below bottom wall. Temporary, 4" shored of projected wall face is approximately 24,900 SF.

It is not anticipated that shoring will be required on the water tank shown on C10106 but rather that material will need to be build up in this area. Case Pacific recommends the earthwork sub construct a gabion or MSE wall while performing operations in that area. If sloping into the hillside above the tank cannot be performed, shoring for that area can be figured at \$75/SF for a permanent wall if constructed within the same mobilization as other site walls 1-5.

Included are 2 ea. include a shored test panel, 6x6 to demonstrate finishes. Permanent handrail at top of wall excluded. Temporary railing included. Block outs for permanent wall included.

Add \$800 per hour for obstruction drilling or delay time.

Our design is based on criteria that we have developed and feel is representative of the subsurface soil conditions and appropriate for temporary shoring. If a Geotechnical Engineer or others develop a design criterion that is different than what we have assumed, the price will be subject to revision. The shoring has not been designed for traffic surcharges or additional crane loading.

Responses to review comments are limited to clarify the proposed shoring system. Changes or redesign to the shoring systems

“Concept” and/or advanced calculations or modeling of settlement, deflection or adjacent buildings are not included and if required, will be provided as additional work.

Soil Nail installation and access requirements

We will require the following; in accordance with OSHA 29 C.F.R. §1926.1402(a) and/or (b) Contractor to provide sufficient access including 20’ wide, dry, firm, level benches at the base of each lift of shotcrete for a drill rig, forklift, concrete pump and concrete trucks with 45’ overhead clearance. The track mounted drill rig is 10’ wide by 30’ long and weighs 75,000 pounds. A gradual ramp into the site and the ramp relocated at each row of soil nails to allow for continual drilling and area outside the excavation for support equipment and lay down of materials.

The anchors will be drilled using air percussion equipment. The drill spoils will have the consistency of air borne dust.

Retention is due 35 days after substantial completion of our work. As stated in the attached Terms and Conditions, the following items are to be provided by others:

- | | |
|---|---|
| 1. All necessary permits, monitoring and inspection services. | 7. Site dewatering prior to start of work. |
| 3. All necessary layout including batter boards indicating the face of shotcrete. | 8. Over spray protection and rebound removal. |
| 4. Utility location, relocation or protection. | 9. Substantial source of water |
| 5. All necessary formwork, test panels and/or backfilling. | 10. Grout and concrete washout facility. |
| 5. Continuous spoil removal, including dust control, excess grout and shotcrete. | 11. Maintenance of safety railing. |
| 6. All necessary preparation for waterproofing and/or protection thereof. | 12. Tieback de-tensioning and removal of shoring. |

Submitted by:
CASE PACIFIC COMPANY

Accepted by:

By: Charlie Bower

By: _____

Cell: (510)693-1202
Date: August 16, 2019

Date: _____

TERMS AND CONDITIONS FOR SHORING/UNDERPINNING/DRILLED SHAFTS

1. This proposal shall be made part of any contract covering this work. If contractor/owner signs this proposal, or otherwise indicates its consent, such as verbally requesting us to commence work, then this proposal will represent the entire agreement of the parties regarding performance of the work. If contractor/owner subsequently requests Case Pacific Company to sign its own form of contract, this proposal will be deemed to be part of the contract and will supersede any other conflicting terms of that contract, unless this proposal or any paragraph or part is expressly excluded by the parties.

TERMS AND CONDITIONS FOR SHORING/UNDERPINNING

2. Unless stipulated to the contrary, the following items of work are to be performed and paid for by others. No cost for these items is included in the principal sum.
 - a. All field engineering, transit and level work as required by Case Pacific Company in addition to center hubs, reference points and grade stakes for concrete and steel placement at each shaft and/or soldier beam location.
 - b. All required soils and concrete testing and inspection including tieback inspection and reports.
 - c. In accordance with OSHA 29 C.F.R. §1926.1402(a) and/or (b) Contractor to provide acceptable ramp to working area and firm, dry level access and suitable clearance to each work location so that drilling equipment, concrete trucks, cranes and other construction vehicles can move from location to location under their own power. Access includes furnishing, placing and maintaining ramps, mats, gravel or other surface materials throughout the project. Benches are to be a minimum of thirty feet (30') wide.
 - d. Removal, relocation, potholing or protection of any existing utilities, either above or below ground, which may interfere with the installation of Case Pacific Company's work. Power lines closer than legally permissible are to be removed or de-energized by others. When Case Pacific Company is requested to commence work on the referenced construction project, that request will constitute representation that all above or below ground utilities have been located and that all necessary and appropriate action has been taken to ensure that the work to be performed by Case Pacific Company can be performed safely without any threat of injury or damage to persons or property from said utilities.
 - e. Crack surveys of buildings and facilities near the site, taken after demolitions and prior to commencement of Case Pacific Company's work.
 - f. Continuous removal and disposal of all spoils (liquid or solid) and waste materials, debris and excess concrete so as not to interfere with or delay Case Pacific Company's work.
 - g. Site dewatering, where required, is to be performed prior to the start of work so as to prevent hydrostatic head and not to delay the process of Case Pacific Company's work.
 - h. Providing and maintaining catch basins at working grade, no more than 100' from the work locations suitable to accept fluids pumped from soldier piles/tieback excavations. Should tanks or desilting basins be required, they are to be furnished and cleaned by others at no cost to Case Pacific Company.
 - i. Furnish storage and parking area, sanitary facilities, traffic control, flaggers, barricades, street cleaning and minimum 2" water service within 200' of each work location. Handrails and fences to be furnished, installed, relocated, and maintained as required.
 - j. All required on-site licenses, permits, inspections, observations, monitoring, material design, surveys, easements, laboratory or field testing, inspection reports, and services of a foundation or structural engineer.
 - k. Fall protection for non-Case Pacific Company employees.
3. This proposal is based on performing our work in one continuous, uninterrupted operation with only one move on and off the site. Each additional move will be charged at: \$35,000 soils nails, \$55,000 drilled shafts. Mobilization and work duration schedules to commence after Case Pacific Company's receipt of a fully executed contract. Work duration days to commence after we are mobilized on the site.
4. This proposal is based on a mutually agreed to schedule and our working a straight-time work week. The premium time portion of any overtime work required will be charged as extra work.
5. Standard rates will be charged for delays caused us by others over which we have no control.
6. Case Pacific Company is not bound to any provisions of a subcontract that requires Case Pacific Company to abrogate its historical practice of assigning the work set forth in this proposal/agreement to the Laborers and Operating Engineers Unions.
7. The removal of obstructions such as concrete, timber, wire, steel, masonry, pipelines, loose fill, etc., which interfere with the pier installation is not included in the principal sum and the costs for removal and delays will be billed and paid for as extra work. Case Pacific Company shall also be entitled to equitable compensation for costs of any excess repair of drill rigs, drill tools, or casing that suffers damage from unexpected rock or obstructions to drilling or coring.
8. Casing, dewatering, rock drilling, and coring are not included in the principal sum and any such work will be performed on a time and material basis. Rock drilling is defined as when more than five minutes are required to advance one lineal foot with a standard earth auger.
9. The Prime Contractor shall arrange for prompt covering and protection of all open shafts, unless they are completely filled to existing grade with concrete by Case Pacific Company.
10. Structural concrete to be placed per ACI 336.1. Non-structural by the free-fall method.
11. Unless negligent, Case Pacific Company assumes no responsibility or liability for cracking or settlement of any existing streets, sidewalks, curbs, gutters, utilities, pavement, buildings or any other minor damages which may occur during installation of the work or which may be caused by vibration of machinery or equipment.
12. No responsibility is assumed for stability of excavated slopes or for the maintenance of same.
13. Mass excavation and trimming of material to the face of soldier beams and/or behind the soldier beams, if required, as well as to the point at which lagging is to be installed will be done by others so as not to interfere with or delay Case Pacific Company's work. If backfill behind the soldier beams or lagging is required this is to be furnished and placed by others.
14. Coordination of mass excavation shall be the responsibility of the general contractor or owner so as to prevent unsafe over-excavation, or delays to Case Pacific Company.
15. Excavations for lagging shall not exceed five (5) foot vertical lifts. Soil conditions may dictate lifts be less than five (5) feet.
16. When existing foundations are to be underpinned, excavation to the bottom of existing foundations is to be done by others at no cost to Case Pacific Company.
17. Lagging, where provided on an "as needed" basis, shall be to protect and provide for soil retention only. Protection of soil from surface drainage is not the responsibility of Case Pacific Company. The determination for the necessity of provision of lagging on an "as needed" basis will be made at the time of first exposure and where lagging height is no more than five (5) feet above bench grade.
18. Horizontal tolerances for excavation support systems shall be within 1% of the vertical height or as specified, whichever is greater.
19. Shoring and tiebacks are temporary, and permanent structures must be constructed for future stability and lateral support.
20. We exclude removal of all materials once installed unless they are covered by bid item.
21. If quoted price is based upon our own design of the system, we will prepare detailed drawings and submit them to you for the required approvals. It is

TERMS AND CONDITIONS FOR SHORING/UNDERPINNING

- understood that the drawings shall be prepared for installation by Case Pacific Company crews, only. Should you or any other authority require additional items of work over and above our design as submitted, such additional work shall be paid for as extra work on a negotiated basis.
22. This proposal is based upon mill delivery of structural steel.
 23. Case Pacific Company shall be excused for delays in the completion of the contract caused by acts of God, action or non-action of owner, owner's agents or employees, the General Contractor, other contractors on the project, inclement weather, labor disputes, acts of public utilities, public bodies, extra work, failure of owner or General Contractor to make progress payments, or other contingencies unforeseen by Case Pacific Company and beyond our reasonable control. We also exclude the cost of repair or restoration of any portion of our work resulting from an act of God occurring either during or after its installation, and we are to be reimbursed the full cost of the repair or restoration of any such damage.
 24. We have not included the cost to monitor the shoring and underpinning systems, adjacent streets, utilities or structures and we do not guarantee that movements of shoring and/or underpinning systems, or their components, will be less than arbitrary limits which may be established by others.
 25. We have assumed that permission to install soldier beams, underpinning piers, and tieback anchors beneath adjacent properties shall be obtained by others at no expense to us. All elements of the shoring and underpinning systems shall be left in place for purchaser's ownership, maintenance and removal. Purchaser will execute the work expeditiously so as to keep the working life of the system as short as possible. In no case shall the working life exceed six (6) months.
 26. Case Pacific Company has relied on owner's plans, specifications and geotechnical report for bidding purposes. Case Pacific Company shall be entitled to compensation for extra cost incurred as a result of erroneous plans, specifications or unanticipated site subsurface conditions. Should conditions be encountered in the performance of Case Pacific Company's work which differ from (A) Those indicated by the contract documents or soils data furnished to Case Pacific Company or (B) Those ordinarily encountered and generally recognized as inherent in work of the character provided in the contract, an equitable adjustment will be made to cover the resulting costs. If drilled shafts are designed deeper than the soils borings, we have assumed that the material to be drilled is similar to that which was encountered to the depth explored. Should this not be the case, any added expense to us is to be paid for as extra work.
 27. Case Pacific Company shall maintain in place, throughout the performance of its work hereunder, workers' compensation coverage as required by law, and commercial general liability insurance for bodily injury and property damage coverage (without the exclusion for explosion, collapse and underground loss), with a single occurrence limit of \$1 million. Coverage for additional insured parties shall be limited to Case Pacific Company's share in the total fault causing the loss or damage on which the claim is based. Case Pacific Company shall indemnify Owner and/or Prime Contractor with respect to any claim that arises directly from the negligence or intentional fault, if any, of Case Pacific Company in performing its work hereunder, but the extent of such indemnity shall be limited to Case Pacific Company's portion of the total fault causing the loss or damage on which the claim is based. Case Pacific Company shall have no other responsibility to defend, pay for, or indemnify Owner and/or Prime Contractor or its agents with respect to claims arising from or related to Case Pacific Company's work hereunder. A waiver of subrogation is not included and can be furnished at an additional cost. Owner Controlled Insurance Program (OCIP) or Contractor Controlled Insurance Program (CCIP) insurance costs are not included in our proposal. If an OCIP or CCIP is utilized on the project, Case Pacific Company's maximum contribution through a self-insured retention (SIR) or deductible will be \$5,000 per occurrence.
 28. No charges of any kind are to be for Case Pacific Company's account unless they are agreed to and signed for by a properly authorized representative of Case Pacific Company.
 29. It shall be the responsibility of the Owner and/or the prime contractor to coordinate the work of all other contractors, subcontractors and material suppliers, so as not to hinder, interfere or delay Case Pacific Company's work.
 30. The work may be changed by "Field Order", "Change Order", "Extra Work Order", or otherwise authorized by the contractor/owner or his agents. Such changes may include changes in scope, method, scheduling or other performance requirements. In such event, the contract price and the completion date will be equitably adjusted. Case Pacific Company will notify contractor/owner of such changes within a reasonable time after authorization.
 31. Extra work and items of work specifically excluded but performed by Case Pacific Company or delays resulting from interference or non-performance of others shall be invoiced at extra work rates or will be negotiated and included in monthly progress estimates and reimbursed according to our terms of payment.
 32. Payment shall be made on the 10th of each month for all work completed during the preceding month. Such payments are to include the cost of materials placed on the jobsite or in storage near the site and not incorporated in the work. Final payment, including retention, if any, shall be made within thirty-five (35) days after substantial completion of all work or each stage/phase of work covered by this proposal. Retainage withheld by the Contractor from progress payments to the Subcontractor shall not exceed the percentage withheld by the Owner on his payments to the Contractor. Interest will be charged on all past due accounts at the highest legal rate.
 33. If payment is not made as provided herein and Case Pacific Company is compelled to incur attorney's fees and litigation costs to collect all or any part of the contract price or extras incurred during the course of the work, said fees and costs shall become collectible as an addition to the contract price.
 34. Should any payment due us, including payment for all extra work, not be made when due, we shall have the right to stop work and to refrain from continuing work on the project until all due payments are received.
 35. Case Pacific Company shall not be responsible for and is hereby released from any and all liability for liquidated, consequential or incidental damages which may be assessed under the prime contractor or otherwise.
 36. The parties agree that all claims and disputes by and between them shall be submitted to mediation by a mediator mutually agreeable to the parties and if they cannot agree, a mediator appointed by the court on petition by either party therefor. The cost of such mediation shall be borne equally by the parties. The foregoing agreement to mediate shall be specifically enforceable.
 37. Others are to provide continuous removal and disposal of all spoils and contaminated materials so as not to interfere with or delay the progress of Case Pacific Company's work. Should hazardous substances be encountered, the prime contractor or owner shall promptly investigate the condition and make all determinations as necessary and provide direction in writing to the subcontractors relating to handling, transportation, storage, disposition, obtaining of permits, implementation of safety measures, monitoring, cleanup, etc. Case Pacific Company shall be entitled to a time extension of any delay caused thereby, and compensation for all costs incurred as a result of encountering hazardous substances to include but not limited to the additional costs associated with performance of contract work, extra work, delays, suspension of work, handling, transportation, storage, disposition,

TERMS AND CONDITIONS FOR SHORING/UNDERPINNING

obtaining of permits, implementation of safety measures, personal protective equipment and/or clothing, cleanup, etc., whether caused or directed by the prime contractor, owner or any government regulatory authority. For the purposes of this paragraph "hazardous substances" is defined as any material encountered during the course of performance of this subcontract that any governmental or regulatory authority has or may determine represents a hazard or danger to the health and welfare of persons, property or the general environment.

38. A bond may be furnished if required with premium to be paid for by others prior to our mobilization.

39. This proposal offers to the contractor/owner the terms and conditions upon which Case Pacific Company will perform the work. It may be changed by Case Pacific Company at any time prior to acceptance by notice to the contractor/owner and will be deemed to be withdrawn if not accepted by the contractor/owner within thirty (30) days from the date appearing on the face hereof.

Accepted By: _____

Post Bid Clarifications for Cordilleras Soil Nail Wall Bid

	Quantity	Unit Cost	Subtotal	Notes
Original Bid Scopes				
Design of Soil Nail Retaining Wall			\$ 100,000.00	
Soil Nail Retaining Wall			\$ 2,478,350.00	Included in Soil Nail Retaining Wall. Breakout provide with Schedule of Values after award.
Mobilization				
Clarifications Request in Original Bid Form				
Recommended additional subsurface investigation (soils report) to supplement existing soils report				Need confirmation of assumptions utilized for preliminary design. These assumptions were included in CIA's Bid Proposal
Premium for "Rock Face" finished textured look at the Soil Nail Wall areas currently shown as "Non-Textured"	1	\$ 3.71	\$ 3.71	Included in Bid Proposal
Provide labor rates				
Post Bid Clarifications				
Bid per schedule				
Confirm bond rate and that you have available bonding capacity if awarded this project				1%, Yes.
Provide cost for added mobilization for soil nailing and shotcrete	1	\$ 30,000.00	\$ 30,000.00	One mobilization is included in base bid.
Provide cost for added mobilization for sculpting	1	\$ 15,000.00	\$ 15,000.00	CIA means and methods for building the wall will not require a temporary handrail. All workers will be safety tied off per OSHA regulations
Confirm included or added cost for temporary hand railing (install, removal, disposal) during construction	1100	\$ 47.00	\$ 51,700.00	Added cost
Confirm included or added cost for permanent railing shown on the drawings				Not included in base bid. The EG shown on the profile view on Sheet 7 of the plans seem higher than the EG shown on the plan view. Based on these EG it looks like the wall is mostly in fill. All other walls are "cut" walls. The unit price provided is for SN wall construction in a cut section.
Confirm included or added cost for Wall #5 shown on the drawings	1160	\$ 97.00	\$ 112,520.00	

Post Bid Clarifications for Cordilleras Soil Nail Wall Bid

	Quantity	Unit Cost	Subtotal	Notes
Confirm depth of overbreak shotcrete included in your bid				On the initial lift we have included 4" of overbreak + 18% for rebound and waste. The 4" of overbreak is on the conservative side. It accounts for the Franciscan formation being highly fractured with clay infusion.
Added cost for an additional 3" for overbreak shotcrete (Also provide cost /CY for additional)	1	\$ 300.00	\$300	Base Bid includes 4". Do not need another 3".
Confirm included or added cost for drainage system at soil nail wall				Included drainage panel behind initial lift with drain gates at bottom of wall. 3" PVC collector pipe is terminated at face of wall for tie-in to site drainage by others.
Confirm included or added cost for shotcrete test panels for each finish type (assume 6' ft x 6 ft panels)				Included
Confirm bench width required for soil nail operation				Top lift 10'. All remaining lifts 20'
Confirm included or added cost for grading of V-Ditch at Top of Wall				Grading by excavation subcontractor. Work performed during excavation of first lift.
Confirm included or added cost for off-haul of drill spoils				Off-haul by grading subcontractor.
Confirm included or added cost for continuous removal and disposal of shotcrete rebound				Off-haul by grading subcontractor.
Confirm included or added cost for concrete washout for bidders operations including disposal of concrete debris				Included
Additional Clarifications				
Provide DIR registration number and confirm registration is current				#1000004443, yes
Should this scope be covered under a CCIP, what is the deduct for the insurance coverage?				Indicate what insurance coverage would be covered under the CCIP.

08/16/19

To: Skanska USA Building
1 California Street - Suite 1400
San Francisco, CA - 94111

Attn: Mike Nelson (Preconstruction Manager)
408-690-2234 (O)
mike.nelson@skanska.com

Re: Cordilleras Health System - Campus Replacement
(Addendum2 Acknowledged)
CJA Design-Build Soil Nail Retaining Wall Proposal
Bidding: 08/16/19 @ 12PM

Mike:

CJA is pleased to offer the following quote for the above referenced project.

Basis of Bid

CJA bid is based on the following documents:

- KPF Cordilleras Health System Replacement Project - 50% DD Soil Nail Plans C0901 to C0907, dated 06/14/19;
- Cannon Cordilleras Health System Replacement Project - Soil Nail TOW & Valley Gutter Plan, dated 08/01/19;
- Skanska Cordilleras Health System Replacement Project - Exhibit A (Soil Nail Scope);
- Skanska Cordilleras Health System Replacement Project - Addendums 1&2;
- Engeo Cordilleras Health System Replacement Project -Geotechnical Investigation, dated 05/17/19.

Scope of Work

CJA will supply all labor, materials (except as noted) and equipment to design and construct the Permanent Soil Nail Retaining Walls for the Cordilleras Health System Replacement Campus Project in accordance with the Basis of Bid, Special Conditions/Qualifications, Exclusions, and attached Standard Terms and Conditions (Attachment 1 = 3 pages).

Special Conditions/Qualifications

1. **Base Bid Scope** - CJA's Base Bid includes Retaining Walls 1-2-3-4A-4B, with a total exposed area of 25,550SF. Per the referenced drawings, CJA's Base Bid proposal includes 10,730SF of non-textured wall area (rod finish), and 14,820SF of textured finish (per Skanska 07/29/19 Rock Face Soil Nail Texture photograph).
2. **Add Alternate Scope** - CJA proposal includes an Add Alternate for Retaining Wall 5 (which may not be required), with a total exposed area of 1,160SF. Per the referenced drawings, CJA's Add Alternate proposal includes 1,160SF of textured finish (per Skanska 07/29/19 Rock Face Soil Nail Texture photograph).
3. **Add Alternate Pricing:**
RW 5 = 1,160SF @ \$120/SF (\$139,200 Total)

480 Boland Way, Suite 200
Oakland, CA 94621
Tel: (510) 636-2100
Fax: (510) 568-9376

1100 Wilshire Boulevard, Suite 400
Los Angeles, CA 90017
Tel: (909) 390-0268
Fax: (909) 608-7629

8012 South 208th Street
Kent, WA 98031
Tel: (425) 988-2150
Fax: (425) 988-2151

3434 Lemon Street
Lemon Grove, CA 91945
Tel: (858) 530-9165
Fax: (858) 530-9171

1239 NE 92nd Avenue
Portland, OR 97220
Tel: (503) 455-8550
Fax: (503) 647-1968

4. **Top Of Retaining Wall Scope** - CJA's proposal includes partially constructing the top of wall per the referenced plan. CJA includes the V-ditch and excludes the Permanent Railing. The V-ditch will be placed in conjunction with placement of initial wall shotcrete lift, using man baskets. Grading of the V-ditch is excluded, and to be performed by others to accommodate CJA's wall operation schedule. CJA will place blocked out holes (not cored) in the final shotcrete lift, for subsequent installation of Permanent Railing by others. CJA does not include any temporary handrailing at the top of its walls.
5. **Soil Nail Retaining Wall Design Assumptions** - CJA's retaining wall design assumptions are presented in Attachment 2 (2 pages).
6. **Soil Nail Corrosion Protection** - CJA's design includes providing double corrosion protection (DCP) at the soil nails. This DCP is comprised of steel bars encapsulated in plastic sheathing, with grouted annulus. The nail end hardware (plates - nuts - washers) will be plain material that is encapsulated by shotcrete material.
7. **Excavation (General)** – Mass excavation, to be performed by others, shall be coordinated with soil nail wall installation such that productivity is maintained. Excavation performed by others shall be to the back face of shotcrete. Excavation will need to be performed simultaneously at multiple walls so that CJA can continuously perform its operations.
8. **Excavation (Soil Nail)** – General Contractor shall be responsible for shotcrete overbreak that results from over excavation or raveling at the face of excavation. CJA's proposal includes 4" of shotcrete overbreak. Shotcrete overbreak greater than 4" will be charged at **\$300/CY**, verified by material tags.
9. **Excavation (Access)** - At the first lift at all wall locations, CJA will require a minimum 10'; wide access bench. All access ramps and benches will need to be suitable for track and rubber tired construction support equipment.
10. **Final Lift Rebound Waste Material** - CJA anticipates generating approximately 150CY of shotcrete rebound material when it places its final shotcrete lifts. This material will be gathered and stockpiled by CJA (within 100' of the walls) for subsequent removal and disposal by others.
11. **Drainage** - CJA's proposal includes the installation of drainage panel materials behind face of soil nail retaining walls, and outlet pipe through the base of the walls (that are tied into the drainage panels). Connection of the outlet pipes to the site storm drainage system is excluded, and to be performed by others.
12. **Mobilization** - CJA's proposal includes one (1) mobilization.
13. **Schedule** - CJA's proposal is based upon its work starting in the 2nd quarter of 2020.

Exclusions

1. Hauling and disposing of all drill spoils
2. Handling, removing and disposing of classified hazardous and contaminated soil.
3. Temporary hand railing removal and disposal.
4. Grading of V-ditches at top of shoring walls.
5. Permanent fencing at top of shoring walls.

Condon-Johnson & Associates, Inc.
Cordilleras Health System - Campus Replacement
DB SN RW Proposal – 08/16/19

Page- 3 -

This proposal, in its entirety, shall be made an integral part of and be incorporated into any subcontract agreement and shall take precedence should there be any conflict with any terms included in the host document. CJA reserves the right to amend and negotiate any provisions of the Subcontract Agreement.

Should you have any question regarding the contents of this offer, please do not hesitate to contact the under-signed at 510-636-2100.

Sincerely,
Condon-Johnson & Associates, Inc.
License No. 300068 (CL A & C57) / DIR No. 1000004443

Mark Morrison (Estimator/Project Manager)
Bid No. 190816

Attachments: Attachment 1 = Standard Terms & Conditions (Three (3) Pages Total)
 Attachment 2 = CJA RW Design Assumptions (two (2) Pages Total)
 Attachment 3 = CJA Labor Rates (One (1) Page Total)

ATTACHMENT 1**Standard Terms and Conditions****Access**

1. Contractor shall provide a level, all-weather work and staging area with no headroom restrictions. Working platform shall permit unobstructed travel of track mounted equipment, drilling equipment and concrete trucks, and, maintenance thereof throughout the duration of our work. Use of mats is specifically not included and will be charged as extra work if required.
2. Contractor shall provide clear and unobstructed access to the work and staging areas, for CJA's personnel and equipment. Any access ramps to or from the work area shall have a gradient less than 10%.
3. Platform shall be capable of withstanding loads applied on it during all construction operations including cage hoisting operations.
4. CJA requires a minimum of 24" clear distance from the face of any existing structure to the edge of its drilled shafts.

Safety

1. Contractor will provide a Health and Safety Plan that protects CJA workers from contaminated soils. All cost associated with implementing this plan will be paid by others.

Exclusions

1. Locating, protection, removal, replacement and support of all utilities existing or new, above or below the ground that may interfere with our work.
2. Continuous removal and disposal of all spoils so as not to interfere or delay CJA operations are not adversely impacted.
3. Offsite discharge or disposal of any water generated during our work operations.
4. Removal and disposal of any existing foundations or other manmade structures in or on the ground that may otherwise impede CJA's work.
5. Construction water and permit fees. Contractor shall supply construction water for on-site use at a rate required for performance of the work.
6. Furnishing, maintaining, and removal/disposal of concrete washouts for CJA concrete operations, including, but not limited to, concrete truck and pump washout, and concrete over-pour removal. Disposal of concrete debris is to be performed by others.
7. Vehicular and pedestrian traffic control and maintenance of traffic control, including all necessary signs, markers, barricades, crossings or flagmen.
8. Installation of trenches, as necessary with traffic bearing covers for slurry pipelines at street crossings and other locations to avoid interference with traffic and pedestrians, and restoration of trenched areas at the completion of our work.
9. Sandblasting, anchor bolts, dowel placement.
10. Surveying services for layout and elevation control of work, monitoring or "as-builts".
11. Monitoring and mitigation of noise, vibration, settlement or air quality.
12. Should governing noise, emission, and vibration abatement regulations require CJA to work premium or shortened shifts, equipment modifications, change of operating methods, etc., CJA shall be reimbursed for its added costs.
13. Damages caused to adjacent structures by piling equipment.
14. Permits and license, except for our Contractors License.
15. Testing, fees, notifications, inspection (s) and laboratory testing services.

 480 Roland Way, Suite 200
 Oakland, CA 94621
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Condon-Johnson & Associates, Inc.
Project Name.
Proposal – Bid Date

Page- 2 -

16. Fencing, barricades, security, and guard services.
17. Reinstatement and/or restoration of its areas upon completion of its work.
18. SWPP, dust and erosion control, street sweeping.
19. Working in and/or around contaminated/hazardous materials.
20. All types of dewatering (both surface and below grade). The dewatering system shall be by others and it shall be coordinated with CJA's works.
21. Payment and performance bonds.
22. No damages for delay clauses.

Indemnity

1. CJA shall defend and indemnify Owner and Contractor with respect to any claim that arises from the negligence or fault, if any, of CJA in the performance of its work hereunder, but the extent of such indemnity shall be limited to CJA's proportionate share of the total fault, as agreed between the parties or as determined by a court of competent jurisdiction, causing the loss or damage on which the claim is based. CJA shall have no other responsibility to defend, pay for, or indemnify Owner and/or Contractor or its agents with respect to claims arising from or related to CJA's work hereunder.

Insurance

1. CJA shall maintain in place, throughout the duration of the work workers compensation insurance coverage as required by law and commercial liability insurance for bodily and property damage.
2. Notwithstanding any provisions of the OCIP/CCIP for the project to the contrary, neither CJA nor its insurer(s) shall be obligated to contribute to any claim made to or under the OCIP/CCIP. Contractor or Owner shall represent CJA in connection with any claim(s) to or under the OCIP/CCIP. Further, should the OCIP/CCIP be cancelled, or not afford coverage for a claim, neither CJA nor its insurer(s) shall be obligated to contribute to the defense or indemnification of Contractor or Owner on any basis, whether primary or excess. Specifically, neither CJA nor its insurer(s) shall have any obligation to defend or indemnify Contractor or Owner against any claim that is not covered by the OCIP/CCIP or any claim(s) that are covered by the OCIP/CCIP or any claim(s) that would have been covered by the OCIP for the project but for its termination, cancellation or exhaustion.
3. If this proposal includes design build services, CJA includes E&O Coverage of \$1 Million for 3 (three) years of Post Completion Coverage. Indemnity for design work is limited to insurance provided.

Schedule

1. CJA and General Contractor shall mutually develop and agree to a baseline CPM schedule prior to start of work and mutually update it through completion of CJA's work.
2. Schedule is based on performing work five days a week, 8 -10 hours a shift, Monday through Friday unless specified otherwise.
3. When the progress of the subcontractor work is interrupted for reasons beyond its control, CJA will bill and be paid per stand-by rates, without delay factor, for each individual production unit affected by the interruption.

Condon-Johnson & Associates, Inc.
Project Name.
Proposal – Bid Date

Page- 3 -

Payment Qualifications:

1. CJA will not accept liability for any liquidated or consequential damages.
2. Progress payments will be due thirty days after Contractor receives monthly progress estimate from CJA.
3. Mobilization to be paid in compliance with Section 9-1.16 Mobilization of the Standard Specifications and Public Contracts Code 10264. Percentages to be based on CJA's Contract Value and percent work complete.
4. Retention (5% maximum) shall be released thirty-five days after substantial completion of CJA scope of work.

Expiration

1. This bid proposal valid for 30 days from the date of the proposal, unless specified otherwise.

MEMORANDUM

DATE: August 16, 2019

TO: Mark Morrison, Condon-Johnson and Associates

FROM: Eric Lindquist, PhD, PE

SUBJECT: Cordilleras Health System Replacement Project
Permanent Soil Nail Walls
Assumptions Utilized for Preliminary Design




The memorandum outlines the assumptions utilized in our preliminary analysis/design of the soil nail walls for the Cordilleras project:

1. The wall geometry will be as shown on 50% Design Development Drawings C0901 to C0907 dated June 14, 2019.
2. We have relied upon the information in ENGEO's May 17, 2019 Geotechnical Exploration report in our preliminary analysis. This includes:
 - a. The soil and rock mass unit weights, Mohr-Coulomb strength parameters (cohesion and friction angle), and ultimate bond stresses given in Table 7.1-1 are representative of the materials that will be encountered in the field.
 - b. Figures 6, 7A-7C and 9 accurately represent the geological conditions/stratigraphy for the project site. More specifically, the stratigraphy (i.e. the thicknesses of the various soil and rock strata) illustrated in Figure 9 for Walls 1-4 was relied upon in our preliminary stability analyses.
3. The rock mass strength properties provided in Table 7.1-1 of the geotechnical report are assumed to account for the highly fractured nature of the rock mass. Our preliminary analysis did not account for potential instability that could result from significant adversely oriented fractures or shears since, as noted in Section 4.5 of the report:

...there is no predominate fracture texture across the site or at various places in the planned wall alignments. We note a melange zone encountered in Arup Boring BH-1 that we have plotted on Figure 9. It is possible that other shear zones similar to that one may be encountered in future excavations, but cannot be easily predicted with the existing data due to the chaotic nature of the fractures and shears.

4. Per the response to Addendum 2, k_h for the seismic design of the wall is assumed to be 0.36g.
5. The project Geotechnical Report references “FHWA0-IF-03-17 – Geotechnical Engineering Circular 7” for design of soil nail walls. We have assumed that the use of the more up to date version of this design document, “FHWA-NHI-14-007, FHWA GEC 007” is acceptable for design of the soil nail walls on this project.

SCHEDULE OF CRAFTS BASE RATES TO BE USED IN CHANGES

 CONDON JOHNSON & ASSOCIATES, INC. <small>CONTRACTORS AND ENGINEERS</small>		Base Rates		
Union	Description	Straight Time Rate	OT rate over 8 hrs.	OT rate weekend & holiday
Carpenters	Carpenter Journeyman	\$ 124.52	\$ 161.05	\$ 197.59
Carpenters	Carpenter Foreman	\$ 132.97	\$ 172.83	\$ 212.69
Laborers	Group 1; Lagging, Cribbers, shoring	\$ 85.71	\$ 108.63	\$ 131.56
Laborers	Group 1E; Shafts	\$ 86.63	\$ 109.92	\$ 133.21
Laborers	Group 2; Chuck Tenders	\$ 85.46	\$ 108.28	\$ 131.11
Laborers	Group 3; General Labor	\$ 85.29	\$ 108.05	\$ 130.81
Laborers	Shotcrete; Nozzlemen, Rod, Grd	\$ 88.37	\$ 112.34	\$ 136.32
Laborers	Group 1; Laborer Foreman	\$ 89.89	\$ 114.46	\$ 139.04
Laborers	Licensed Blaster (<i>Tunnel</i>)	\$ 101.80	\$ 130.85	\$ 159.90
Laborers	Shotcrete Nozzleman (<i>Tunnel</i>)	\$ 98.41	\$ 126.14	\$ 153.86
Laborers	Shotcrete Rodman (<i>Tunnel</i>)	\$ 98.03	\$ 125.60	\$ 153.18
Laborers	Shafts (<i>Tunnel</i>)	\$ 98.03	\$ 125.60	\$ 153.18
Laborers	Shafts Shifter	\$ 100.92	\$ 129.64	\$ 158.35
Op Engr	Group 1a; Cranes >100T	\$ 124.03	\$ 159.91	\$ 195.78
Op Engr	Group 1; Drills >100T	\$ 122.56	\$ 157.85	\$ 193.15
Op Engr	Group 2; Exc >3.5 cy	\$ 120.00	\$ 154.29	\$ 188.57
Op Engr	Group 2a; Cranes <100T	\$ 121.09	\$ 155.80	\$ 190.52
Op Engr	Group 3; Drills <100T	\$ 117.52	\$ 150.84	\$ 184.15
Op Engr	Group 4; Loader	\$ 115.21	\$ 147.62	\$ 180.02
Op Engr	Group 6; Forklift, Oiler	\$ 110.88	\$ 141.58	\$ 172.28
Op Engr	3341; Master Mechanic	\$ 122.56	\$ 157.85	\$ 193.15
Op Engr	Operator Foreman	\$ 122.56	\$ 157.85	\$ 193.15
Pile Drivers	Pile Driver and Welders	\$ 127.58	\$ 164.48	\$ 201.37
Pile Drivers	Pile Driver Foreman	\$ 135.90	\$ 176.08	\$ 216.25