

No.	Document	Relevant Section	Cat.	Question/Comments/Rationale for Proposed Change	Sponsor Comments
307.	Contract 3 Contract 4	Naturally Occurring Asbestos (NOA)	3	Section 10-1.57 for Contract 3 indicates that reuse of Naturally Occurring Asbestos (NOA) needs to conform to all environmental permits and as approved by the "Engineer". Section 10-1.54 for Contract 4 indicates that reuse of NOA is not approved. Please clarify this change in position, as there is clear direction by DTSC and the CARB that NOA, can be reused on a site when handled appropriately to mitigate potential exposure risks. Has the Department and the Presidio arrived at any consensus on the reuse of NOA for the Project?	The requirements of the Sponsors are defined in the Contract Documents.
308.	Contract Document	Environmental Built Environment Treatment Plan [BETP]	3	The title page of the BETP is dated February 2009, yet the document footer is dated 2/8/2010. Please confirm the correct date of this document as we need to know whether this is a more current document than the MIP dated June 2009.	February 2009 is the correct date for the document, the date in the footer is incorrect.
309.	Contract Document	Environmental Built Environment Treatment Plan [BETP]	3	The version of the BETP presented in the ITP materials is missing Appendices A, B and C. Please provide copies of Appendix A. Mitigation Matrix, Appendix B. Architectural Criteria and Appendix C. Maps.	Will be provided.
310.	Contract Document	Environmental Built Environment Treatment Plan [BETP]	3	The BETP indicates that a Draft Mitigation Monitoring Report (MMR) will be prepared and submitted each January 30 and June 30 of each reporting year. Please provide copies of the two most recent MMRs so we can assess the status of actions completed and those which are to become the Developer's assignment for the P3 contract.	We have received one MMR (September 2009). A request is in to ICF for copies of any other reports.
311.	Contract Document	Mitigation Implementation Plan (MIP),	3	The Cultural Resource Mitigation Schedule appended to the MIP presents an acronym which is not defined. Please define "ELB" and indicate the status of the "ELB Contract". Also indicate who the ELB contractor is for Building 106.	ELB stands for Emergency Limited Bid. The Status of the ELB contract will be provided.
312.	Contract Document	Mitigation Implementation Plan (MIP),	3	The Cultural Resource Mitigation Schedule appended to the MIP summarizes Historic Structures Reports completed. These questions pertain to that section of the schedule: 1. Please provide copies of the lead and asbestos surveys conducted for Building 106, 201 and 228. 2. Please provide the results of crack monitoring which has been conducted for building 228 following installation of the crack monitors in June 2009. 3. Please provide the results and findings resulting from the trenching conducted around Building 228 in June 2009.	1. Sponsors will attempt to provide this. 2. Sponsors will attempt to provide this. 3. A copy of the Bldg 228 trenching report is uploaded in the data room
313.	Data room	Design	2	CAD files issued on June 4, 2010 contain ROW information in a different physical space from the reference file. As a result, the limits of ROW and temporary easements available for construction are unable to be located. Please re-issue the ROW CAD file in the correct space.	All available information is provided in the data room.
314.	Data room	Insurance	2	Will the Department post the OCIP document to the dataroom.	Will be provided.
315.	Data room	Utility Agreements	2	Please provide all Utility agreements.	The primary agreement is the License to Enter Agreement. Developer is required to act in accordance with the terms set forth in the License to Enter Agreement. To the extent that the Developer's design requires the Developer to perform work outside the scope of the License to Enter Agreement, the Developer is responsible for all Utility Agreements with Utility Owners and for ensuring that all Utility Adjustments do not conflict with the duties and obligations set forth in the License to Enter Agreement.
316.	Design			Please verify that a Pedestrian Bridge, if necessary will be added to a contract via a change order.	Confirmed.
317.	General	General	4	Please request that Presidio Trust provide utility rate unit prices during concession period.	The requested information has been provided to the data room.
318.	General	General	3	Request for Presidio sites available for Maintenance facility and leasing costs. Facility requirements include secure parking for 4 maintenance vehicles, office space, secure material storage space and employee parking area.	The Sponsors will attempt to obtain.
319.	General	General	2	How does a prospective bidder comply with the ½ of 1% California Subcontractor Listing Law for Public Works Projects (Public Contracts Code Section 4104) in a Design-Build environment? We assume they may be reported	Compliance with PCC § 4104 is not required.

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				at NTP3 along with SBE/DBE goals. Please clarify.	
320.	General	General	2	Is the Presidio Parkway Project exempt from the City and County of San Francisco 1.5% Payroll Tax?	No.
321.	General	General	3	Will a Materials Information Handout be provided to address the hazardous materials?	All information related to hazardous materials has been posted in the data room and no additional information is forthcoming.
322.	General	General	3	Can the Department provide the tunnel fire flow report prepared previously including information on rates of flow and pressures?	Presidio Trust Doyle Drive Water Distribution Modeling Final Letter Report K/J 0968016 has been uploaded to the Data Room here: <a href="http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Design%20and%20Construction/Phase%201/Contract%204/Contract%204%20Fire%20Suppression/">http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Design%20and%20Construction/Phase%201/Contract%204/Contract%204%20Fire%20Suppression/</a>
323.	General	General	3	Does the amount designated for landscaping include both planting and irrigation system?	Yes
324.	General	General	3	Indicative utility plans note that information " ... represent the anticipated balance of utility relocation following the completion of Contract 2." Can the Department provide information regarding utilities that were relocated or discovered as part of Contracts 3 & 4?	The IPD as defined in the RFP indicates that it is not complete. Further the documents relating to Phase 1 have been provided in the data room.
325.	General	General	3	Please provide specifications for the two sewer pumping stations to be provided including pressures and flow characteristics.	The Developer will be responsible for the designs of the two pump stations required under Phase 2. Design drawings for the pump station in Contract #2 are provided in the Data Room here: <a href="http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Design%20and%20Construction/Phase%201/Utilities/Utilities%20Complete%20Package.pdf">http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Design%20and%20Construction/Phase%201/Utilities/Utilities%20Complete%20Package.pdf</a>
326.	Indicative Plans		1	Please provide indicative Plans in DGN format with the associated detail included.	All available information has been provided in the data room.
327.	Indicative Plans		1	Please provide a set of layout drawings clearly showing the limits of the new pavement and required roadway surface types.	That is part of Developer's design.
328.	Indicative Preliminary Design Drawings	Utilities	3	There are three sanitary sewer pump stations identified as Future. Are these not included in the scope of work? If these sanitary sewer pump stations are not included in the scope of work, we will need to know the schedule for installation of these pump station facilities and who will provide the required site work, such as electrical, telecomm and water service to each pump station facility.	The Developer will be responsible for the designs of the two pump stations required under Phase 2 (see ITP U5). By way of guidance, it is anticipated that one of the two pump stations will be approximately half the capacity of that constructed in Contract #2 and the other will be approximately one quarter of the capacity of that in Contract #2. Design drawings for the pump station in Contract #2 are provided in the Data Room. The design, construction and operation of the pump stations will be by the Developer and in accordance with the Contract Documents.
329.	Indicative Preliminary Design Drawings	Utilities	3	Is there an alignment for the underground high voltage electrical that is being relocated by others?	The existing HV cables will be relocated by PG&E and Developer should liaise with PG&E on the new locations.
330.	Indicative Preliminary Design Drawings	Utilities	3	Are the high voltage cables and transformer included under this scope of work with the (4) 6" conduits?	Developer will undertake this work, including the acquisition of cables and transformers.
331.	Indicative Preliminary Design Drawings	Utilities	3	Are the high voltage cables included under this scope of work with the (2) 6" conduits on Old Mason St.?	Developer will undertake this work, including the acquisition of cables and transformers.
332.	Indicative Preliminary Design Drawings	Utilities	3	Are the high voltage cables and transformer included under this scope of work with the (2) 6" conduits crossing Halleck St.?	Developer will undertake this work, including the acquisition of cables and transformers.
333.	Indicative Preliminary Design Drawings	Utilities	3	Are all easements in place for all new or relocated utilities shown on the drawings to be constructed under this scope of work?	No. The Developer is responsible for ensuring that all Utility Adjustments are in accordance with the License to Enter.
334.	Indicative Preliminary Design Drawings	Utilities	1	Please confirm that the two sanitary sewer pump stations identified as Future and shown on the Indicative drawing U-5 are a part of the Developer's scope of work.	Yes, design, construction and operation of the pump stations will be by the Developer and in accordance with the Contract Documents.
335.	Indicative Preliminary Design Drawings	Utilities	1	As stated in the Utilities meeting on 07-20-10, the Developer is to provide all high voltage cables and transformers included under this scope of work. Please provide a point of connection and the expected loads for sizing for the electrical service on Old Mason Street, Halleck Street, and the electrical service that runs from Girard down Gorgas, up General Kennedy Avenue to Torney Ave and ties in at Lincoln Blvd.	The Developer is responsible for all coordination with PG&E and the Presidio Trust on the provision of high voltage equipment.

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336.	ITP	Appendix C Proposal / Admin	3	<p>"a description of the Proposer's approach to DBE/UDBE/SBE/DVBE/LBE certification."</p> <p>Will the Sponsors please clarify the intent of this Proposal requirement? Is the intent for the Proposers to describe their approach to becoming certified as a DBE/UDBE/etc. or is the intent to describe the Proposer's approach to utilizing DBE/UDBE/SBE/DVBE/LBE firms in the performance of the Work?</p>	The intent to describe the Proposer's approach to utilizing DBE/UDBE/SBE/DVBE/LBE firms in the performance of the Work.
337.	ITP	Appendix C, 2(E)	4	Please specify in the ITP the available water pressure that Developer may assume for the purposes of the fire suppression system for the tunnels.	Presidio Trust Doyle Drive Water Distribution Modeling Final Letter Report K/J 0968016 has been uploaded to the Data Room here: <a href="http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Design%20and%20Construction/Phase%201/Contract%204/Contract%204%20Fire%20Suppression/Report%20on%20Water%20Distribution%20System%20for%20Fire%20Suppression.pdf">http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Design%20and%20Construction/Phase%201/Contract%204/Contract%204%20Fire%20Suppression/Report%20on%20Water%20Distribution%20System%20for%20Fire%20Suppression.pdf</a>
338.	ITP	Appendix D Proposal / Finance	2	The Proposer notes that the Department has requested that Due diligence be in a form subject only to changes that reflect "post Financial Proposal submission changes to the Contract Documents as agreed by the Department". However, due to the IPDC process, it is expected that lenders will review, comment and request updates to the due diligence documents prior to going to their credit committees for approval. And therefore, this section should be updated to reflect this reality.	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.
339.	ITP	Appendix F 1.3, B I	4	Related to Operations and Maintenance Evaluation Criteria related to "approach to coordinating and working with other government agencies whose operations are associated with the project" -- Please provide a list of government agencies and coordination required during proposal and after award.	It is the responsibility of the Developer to determine the government agencies whose operations are association with the Project.
340.	ITP	Form D-1 Proposal Bond	3	Can the Department please advise if AIG is acceptable s as surety issuer for the Proposal Security, Form D-1, Proposal Bon?	Confirmed.
341.	ITP	Forms	4	Can the Department please confirm the signatory for Form B?	Authorized representative for Proposer.
342.	ITP	Forms	5	Can the Department please confirm that all FORMS E, G, J, L, M, N, O are only to be signed by the Proposers Authorized Representative? If not, can the Department clarify who should be signing these forms?	Party who is authorized to act on behalf of the Proposer should initial or sign the documents.
343.	ITP	Reference Documents	4	Among the Reference Documents available in the electronic data room are Preliminary Foundation Reports for the Battery and Main Post Tunnels. No laboratory test data was provided for these reports, or any other reports. Subfolders in the electronic data room indicate that laboratory test data is available upon request. The Proposer requests that Sponsors provide any available laboratory test data.	All available information is provided in the Data Room.
344.	ITP	Reference Documents	4	Among the Reference Documents available in the electronic data room is a File Directory summarizing the reference documents provided. The last page of this directory indicates that Structures Preliminary Investigative (PI) reports are available upon request. The Proposer requests that Sponsors provide any available PI reports.	PI Reports will uploaded to data room
345.	ITP	Reference Documents	3	The Proposer requests that Sponsors provide the Final Foundation Report for the Presidio Viaduct South Bound (34-0157L) dated July 13, 2009.	All available information is provided in the Data Room.
346.	ITP	Reference Documents	3	The Proposer requests that Sponsors provide data reports for geotechnical investigations performed by the Department for all bridge structures.	All available information is provided in the Data Room.
347.	ITP	Reference Documents	3	The Proposer requests that Sponsors provide any Preliminary Foundation Reports prepared by the Department subsequent to the 2007-2008 geotechnical investigation program for any bridge structures.	All available information is provided in the Data Room.
348.	ITP	Reference Documents	3	Among the Reference Documents available in the electronic data room are boring records and CPT data, as well as a table with exploration coordinates. The Proposer requests that Sponsors provide missing boring records, CPT data, and coordinates. A list summarizing the missing information is attached.	All available information is provided in the Data Room.
349.	ITP	Reference Documents	3	The Proposer requests that Sponsors provide any reports or work plans that describe the purpose and design of the CDSM and pump test programs.	All available information is provided in the Data Room.
350.	ITP	1.2	2	Regarding the Proposer's inability to rely on Reference Documents, would the Sponsors consider an appropriate allowance, with Sponsors keeping 50% in	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.

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	P3 Agreement	1.3.1		underruns and Developer sharing 50% sharing in overruns, but with Developer's share of such overruns being subject to a moderate cap?	
351.	ITP	1.7.7 Appendix D (1)(d)	3	Section 1.7.7 of the ITP requires each Proposer, as part of its bid, to "appoint two or more Core Lenders to provide pricing for the non-TIFIA portions of debt and perform due diligence to support its pricing assumptions." We would request that the ITP be revised so as to require only one Core Lender be included if a Proposer's financing plan contemplates the use PABs to the exclusion of senior bank debt. A corresponding change would also be required in ITP Appendix D (1)(d).	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.
352.	ITP	1.8 UDBE/DBE/SBE Participation	4	Do the goals for all five BE types apply to the project, or only the UDBE and DBE?	The goals of all five apply to the project.
353.	ITP	4.9 Surety	2	Section 4.9 indicates that the surety providing the proposal bond, and financial close bonds must be rated A-VIII or better by AM Best. However, Section 2.2.12 of Appendix B indicates that the surety issuing the letter of commitment be rated A- AX or better.	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1. The ITP has been updated and the Agreement will be updated to reflect the same.
354.	P3 Agreement		2	Builders Risk insurance is required for a term of 60 months with extensions until Final Completion. Please revise the requirement to allow builders risk to expire at substantial completion.	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.
355.	P3 Agreement	Appendix 1 Definition of "Relief Event"	2	1. Please revise subparagraph (t) of "Relief Event" to read as follows: "(t) Delays in obtaining Major Permits by the applicable Major Permits Deadline or, once obtained, the revocation or suspension of, a Major Permit from or by any Governmental Entity cause by the unreasonable or unlawful acts or omissions of the relevant Governmental Entity (other than to the extent such acts or omissions are caused by the failure by Developer to comply with its obligations under this Agreement);" 2. Please revise subparagraph (o) of "Relief Event" to read as follows: "(o) Issuance of a temporary restraining order or other form of injunction or legal order by a court or other Governmental Entity that prohibits prosecution of any portion of the Work;"	1. The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1. 2. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
356.	P3 Agreement	Appendix 1 Definition of Force Majeure		Would the Sponsors consider the following language:  Force Majeure Event means the occurrence of any event that materially and adversely affects performance of Developer's obligations, provided that such event (or the effects of such event) does not arise by reason of any act or omission of Developer in breach of the provisions of this Agreement and could not have been avoided by the exercise of reasonable caution, due diligence, or reasonable efforts by Developer or any Developer-Related Entity, including but not limited to the following: (a) intervening act of God or public enemy, war (whether or not declared, and including civil war and revolution), invasion, armed conflict, act of foreign enemy, blockade, boycott, governmental embargo, act of terror, interference by civil or military authorities, or military or armed takeover; (b) any act of riot, insurrection, civil commotion, other public disorder, or sabotage; (c) epidemic or quarantine restriction; (d) stop-work order or injunction issued by a Governmental Entity of competent jurisdiction or the Department, or any strike, labor dispute or other labor protest (except for any strike, labor dispute or other labor protest involving any person retained, employed, or hired by Developer or any Developer-Related Entity to supply materials or services for or in connection with the Work, or any strike, labor dispute or other labor protest caused by or attributable to any act (including any pricing or other practice or method of operation) or omission of Developer or any Developer-Related Entity); (e) nuclear or other explosion, radioactive or chemical contamination, or ionizing radiation; (f) fire, explosion, earthquake, tidal wave, tornado, hurricane, flooding, gradual inundation, sinkhole, landslide, mudslide, earth movement, or other natural disaster; (g) condemnation or confiscation of property or equipment by any Governmental Entity or the Department; or (h) any governor-declared	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.

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				Emergency.	
357.	P3 Agreement	Appendix 1 Definition of Key Contract		The definition includes all prime contracts with a single Contractor in excess of \$2,000,000. Replace "\$2,000,000" with "\$25,000,000" in clause (f)	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
358.	P3 Agreement	Appendix 16 Form C Form D  Bond Forms – form of Multiple Obligor Riders	2	<p>Would the Sponsors consider adding the following text to the Multiple Obligor Payment Bond Rider:</p> <p>"The Surety shall not be liable under the Payment Bond to the Primary Obligor, the Additional Obligors, or any of them, and to persons or entities that are entitled to make claim under the Payment Bond (hereinafter "Claimants") unless the Primary Obligor, the Additional Obligors, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) in accordance with the terms of the Contract as to payments and shall perform all other obligations to be performed under the Contract in all material respects at the time and in the manner therein set forth such that no material default by the Primary Obligor shall have occurred and be continuing under the Contract.</p> <p>The aggregate liability of the Surety under this Payment Bond, to any or all of the obligors and to Claimants, as their interests may appear, is limited to the penal sum of the Payment Bond. The Additional Obligors' rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligor and/or the Claimants under the Payment Bond, provided that the Additional Obligors have received notice and [30] days prior opportunity to cure breach or default by the Primary Obligor under the Contract."</p>	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.
359.	P3 Agreement	Appendix 16 Form A – Performance Bond Form Section 4	2	Paragraph 4 of the bond waives both notice of significant changes to the Contract as well as the defenses arising out of those changes. The language at the bottom limits the changes to 10% of the contract amount. Would the Sponsors consider these revisions?	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
360.	P3 Agreement	Appendix 16  Bond Forms Paragraph 2 and Condition 2 of Performance Bond Form	2	50% Performance Bonds and 100% Payment Bonds are commercially available for qualified construction teams assuming acceptable contract terms. Please explain why you believe 15% payment and performance bonds a) provide sufficient security as this statute requires?; and b) where the statutory authority for 15% payment and performance bonds was derived?	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
361.	P3 Agreement	Appendix 16  Bond Forms	2	4th full paragraph on page 1 beginning with "Now Therefore, We the undersigned Principal and Surety are held and firmly bound unto the Obligor in the sum of \$____.00 to be paid to the Obligor for which payment, well and truly to be made, we bind ourselves..." If we eliminate this phrase, the bond simply reads: Now Therefore, We the undersigned Principal and Surety are held and firmly bound unto the Obligor in the sum of \$____.00 for which we bind ourselves..." Paragraph 1 under Condition of Obligation states "in all respects according to their true intent". This phrase could create confusion and litigation since a contract should stand on its own without requiring a look at what was intended.	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.
362.	P3 Agreement	Appendix 16  Bond Forms	2	Paragraph 3 under Condition of Obligation provides that the Bond covers LD's which is not surprising but it should be noted that the agreement assesses LD's until final acceptance rather than substantial completion or beneficial use. The Sureties should be only covering the LD's as stipulated by the subcontract and not covering LD's due the owner by the Developer.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
363.	P3 Agreement	Appendix 16  Bond Forms	2	Paragraph 4 under Condition of Obligation- seeks for the Surety to agree to waive notice of modification or extension of payment terms which could prejudice the surety in a completion situation; seeks to waive notice to the surety if the Contract is rescinded - Surety would need to know if we were no longer obligated on a Project as large as this one.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
364.	P3 Agreement	Appendix 16	2	Paragraph 6 under Condition of Obligation-asks that the co-sureties designate a single agent for service of process for any actions on the bond. Typically, agents	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.

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		Bond Forms		for service of process must be designated with the Secretary of State and a corporation cannot randomly reassign its agent as requested. Recommend the sureties designate one contact for all matters except service of process.	
365.	P3 Agreement	Appendix 16 Bond Forms	2	Many if not all of the same issues submitted regarding the performance bonds exist on the payment bond.	Sponsors will consider.
366.	P3 Agreement	Appendix I		Would the Sponsors consider the following:  The above dates conflict with each other, and it is not clear how much time the Developer is given to achieve Baseline Substantial Completion. Based on a final acceptance deadline of June 30th 2015, the Developer will need at least 4 months to complete all Post – Substantial Completion closeout work which would result in a Long Stop Substantial Completion date of March 1st, 2015. Subtracting 365 days yields a Baseline Substantial Completion date of March 1, 2014. This gives the Developer only 18 months from NTP 3 to achieve Baseline Substantial Completion. Please clarify the amount of actual amount of contract time the Developer has to achieve Baseline Substantial Completion for all construction.	The Long Stop Date cannot extend past 12/31/2015 (365 days after Baseline Final Acceptance Date). Since Baseline Substantial Completion cannot occur after Baseline Final Acceptance Date, Baseline Substantial Completion can occur anytime prior to Baseline Final Acceptance Date.
367.	P3 Agreement	Availability Payment Calculation and Invoicing		The Department Payments must be allocated for Federal Tax purposes, with different Federal Tax accounting treatment (in particular, regarding the timing of when to recognize the Department Payments as income) for Federal Tax purposes. An allocation is needed to support the Federal Tax allocation.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
368.	P3 Agreement	Bonds	2	Both the Performance and Payment bonds are to be in an amount equal to 15% of the contract price under the Contracts with the Lead Contractor and 15% of the contract price under the Contract with any other prime Contractor. Are these amounts cumulative? Is the intent to have, as example, one Performance Bond in an amount equal to 15% of the Lead Contract price PLUS 15% of the contract price for any other Prime Contractor?	15% of entirety of construction contract. If all contract work is not with Lead Contractor, then all contracts with the Developer for the contract work.
369.	P3 Agreement	Form of Lease		The Proponent requests the Department to consider the elimination of the Lease Agreement and grant the right of access to and possession of the site through the P3 Agreement.	Sponsors will consider.
370.	P3 Agreement	Handback Requirements	1	Proposer notes that in some instances the Department indicates that items must meet future unknown standards at Handback. Given that this is unclear in the current document, the Department suggested that they would take this item under consideration.	The Sponsors will consider the recommended change. Any change will be reflected in Addendum No. 1.
371.	P3 Agreement	Insurance	2	There should be a provision in made by the Department that in areas where insurance coverage can be used to lower the overall cost of the program; the insurance option should be considered.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
372.	P3 Agreement	Insurance	2	Providing copies of all policies including all modifications, renewal, replacement and endorsements is extremely cumbersome. Please consider accepting certificates of insurance as evidence of the coverage maintained by the Developer.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
373.	P3 Agreement	Insurance	2	Please amend the language to contemplate that professional liability insurance may be written on a "claims made" basis. Please revise to read, "For the professional liability policy, only subsection (3) is applicable."	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
374.	P3 Agreement	Insurance	2	This clause appears to be intended to clarify that regardless of the insurance coverage, the indemnities agreed to by the Developer are not limited by such insurance. Would the Sponsors consider deleting the provision to allow the indemnification and insurance languages to function as intended?	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
375.	P3 Agreement	Insurance	2	Many smaller subcontractors do not carry limits as high as \$5 million. Recommend leaving the requirement to the discretion of the prime Contractor or Developer or reducing the requirement to \$2 million combined single limit.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
376.	P3 Agreement	Insurance	3	In order to fully assess and price the insurance (covered and uncovered risks) for the Project, the Developer requires a copy of the OCIP Manual. Can the Department please provide the Manual or the contact details of the OCIP Administrator?	Will be provided.
377.	P3 Agreement	Insurance	2	In order to fully understand the Insurance requirements for the Project, the	Will be provided.

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				proponents require the OCIP document. Can the Sponsors post the OCIP document to the dataroom as soon as possible?	
378.	P3 Agreement	Retainage	3	Will the Department advise if retainage will be required?	Retainage will not be required.
379.	P3 Agreement	Tax Consideration	3	Does the Project fall within the boundaries of the area controlled by the Presidio Trust, and is, therefore, considered a Federal enclave?	No.
380.	P3 Agreement	Volume II Independent Acoustical Engineer		"The Independent Acoustical Engineer develops the Noise Control Plan, monitors compliance with the Noise Control Plan and noise levels during construction, and has at least three (3) years of demonstrated experience in noise engineering. The Independent Acoustical Engineer shall not be an independent firm not related to any other Developer-Related Entity." The double "not" in the last sentence of this clause makes the intent unclear. Should the last sentence of this clause read: "The Independent Acoustical Engineer shall be an independent firm not related to any other Developer-Related Entity."?	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.
381.	P3 Agreement	1.3	2	The Departments disavowal of Reference Materials is problematic. At a minimum, the Department must take responsibility for those materials it makes mandatory and binding under 1.3.1. Such an outcome would not be as beneficial to the Developer/DB as the language previously proposed by our team, but it would address the issue with respect to the most important of the Reference Documents.	The Sponsors will consider the recommended change. Any change will be reflected in Addendum No. 1.
382.	P3 Agreement	2.1.2		If the required consents and approvals cannot be obtained, despite all assistance and efforts, then the failure of the consents and approvals should be a Relief Event and ultimately give Developer the right to terminate. Ensure that "Major Permit" list is comprehensive as set forth in Table 2 of Appendix 21. Add to clause (t) of definition of "Relief Event" or to the definition of "Major Permits" the following: "or delays in obtaining permits or approvals that, if they had been identified prior to execution of the Agreement, would have constituted Major Permits"	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
383.	P3 Agreement	3.1.2	2	Site investigation responsibility all transferred to Developer. Perhaps, as alternative, suggest allocating to Department only responsibility for false or incorrect information.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
384.	P3 Agreement	3.2		This is one of those instances where the Developer is entitled to 'compensation' but not to Extra Work Costs or Delay Costs. At a minimum, Developer should be in all events entitled to Completion Deadline extensions. Add to end of Section 3.2.2.1: "With respect to delays in obtaining Governmental Approvals that do not constitute a Major Permit, Developer shall be entitled to seek a Completion Deadline extension."	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
385.	P3 Agreement	3.2.2 Discretionary Approvals	1	Proposer believes that the reservation of unfettered discretion for the Sponsor is inequitable and that all such decisions should be subject to reasonableness and accessible to dispute resolution.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
386.	P3 Agreement	3.2.2.2 Major Permit Delays	1	Proposer notes that changes have been made to 3.2.2.2 that now provides relief for delay costs. New drafting that restricts relief for delay, in relation to obtaining major permits that should be removed. Proposer believes that the Developer should be entitled to any relief for Delay Costs relating to delays in obtaining the Major Permit from the U.S. Fish and Wildlife Service/ National Marine Fisheries Service listed in Table 2 of Appendix 21.	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.
387.	P3 Agreement	3.3.3		This provision leaves Developer without recourse for Department's failure to act. Developer should be entitled to Extra Work Costs, Delay Costs and time extensions. Delete final sentence of section, in its entirety.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
388.	P3 Agreement	3.3.7.1	2	Please explain why CT has deviated from the approach of the Department Standard Specification 5-1.08, or modify to provide that actions by CT shall be binding on the State; however, neither payment nor preliminary approvals should preclude CT from rejecting work that is latently defective and is discovered to be defective prior to Final Acceptance.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
389.	P3 Agreement	4.4.2 - 4.4.4		Developer has no recourse if it needs additional rights of way and is unable to	The Sponsors considered the issue presented by the Proposer and decided to

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				obtain them. Failure to obtain a needed right of way should be, at a minimum, a Relief Event and ultimately, give Developer the right to terminate.	not modify the position reflected in the Final RFP documents at this time.
390.	P3 Agreement	4.4.6	2	Without a reasonableness requirement, this could result in significant unexpected costs and delay. Risk remains even if "reasonable" is included, but risk is diminished by inclusion of reasonableness standard. Insert "reasonably" before "require" in clause (b) of final sentence of section.	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.
391.	P3 Agreement	4.5		Developer should be able to rely on the information provided and should have the right to seek compensation and time extensions for these events. Delete final sentence of 4.5.1, in its entirety.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
392.	P3 Agreement	4.5.7		This is one of those instances where the Developer is entitled to 'compensation' but not to Extra Work Costs or Delay Costs. Delete Section 4.5.7.2.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
393.	P3 Agreement	4.5.7.2 9.3.1 Utility Owner Delay	1	The Developer should be compensated for Delay Costs and therefore Proposer requests Section 4.5.7.2 be modified to allow Delay Cost Compensation.	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.
394.	P3 Agreement	4.9.4 11.2.1 11.2.1.2 Milestone Payments and Adjustments		Consider revising Sections 4.9.4 and 11.2.1 (and, in particular, Section 11.2.1.2), and Appendices 4 and 7 to create an allocation of the Department Payments in accordance with Proposer's anticipated U.S. federal income tax allocation.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
395.	P3 Agreement	4.9.4.3		Delete Item #3 of list set forth under Section 4.9.4.3. Item 3 of this provision (potential harm to the credibility and reputation of the Department's transportation improvement program. How is this to be measured?	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.
396.	P3 Agreement	4.10 Hazardous Materials and Undesirable Materials Management	1	<p>1. Contaminated excavated soils shall not be counted if Developer is permitted to return such soils to trenches or other areas of excavation pursuant to the Presidio Trust's or other applicable property owner's soil reuse policies or pursuant to provisions of the Presidio Trust Right of Entry Agreement or the License to Enter Agreement (including Section 12(h) thereof). Would Sponsors consider revising the language to clarify that the Developer was not responsible for PreExisting Hazardous Materials originating outside the Project Right of Way, and/or the Temporary Construction Easement.</p> <p>2. Section 4.10.2.5, item #7, should be deleted. Delay Costs for Hazardous Material handling should be compensable.</p> <p>3. The Department indicated they would reconsider making this event compensable under the tiered deductible structure. Proposer is concerned regarding the tiered deductibles, outlined below. 4.10.2.2 , except that Subject to Section 4.10.2.3, Developer and the Department shall allocate the risk of Extra Work Costs as follows:</p> <p>a. The Extra Work Costs for off site disposal of the first \$_____63,000 cubic yards of excavated soils contaminated with Pre existing Hazardous Materials Extra Work Costs ("Preexisting Hazardous Materials Deductible") directly attributable to discovering, encountering, managing, treating, handling, storing, remediating, removing, transporting and disposing of Preexisting Hazardous Materials shall be borne solely by Developer.</p> <p>b. The Extra Work Costs for off site disposal of the next \$_____12,600 cubic yards of excavated soils contaminated with Pre existing Hazardous Materials Extra Work Costs ("Tiered Pre-existing Hazardous Materials Deductible") directly attributable to discovering, encountering, managing, treating, handling, storing, remediating, removing, transporting and disposing of Pre existing Hazardous Materials shall be borne [50]% by Developer and [50]% by the Department.</p>	<p>1. The definition of "Pre-existing Hazardous Materials" will be modified in Addendum 1 to reflect "Pre-existing Hazardous Materials means Hazardous Materials that exist in, on or under the Project Right of Way at any time during the Construction Period, including Hazardous Materials that migrate from property outside the boundaries of the Project Right of Way into, onto or under the Project Right of Way after the Effective Date, except Hazardous Materials introduced or Released by any Developer-Related Entity in the course of performing Work." Section 4.10.1.1 will be modified to indicate that the Developer's responsibility to manage and remediate Hazardous Materials and Undesirable Materials will commence upon issuance of NTP 2. Sections 4.10.1 and 4.10.2 will be modified to reflect that the Developer's contractual responsibilities for management, disposal, and remediation of Hazardous Materials and the costs thereof will commence upon issuance of NTP 2 and that the deductibles for off-site disposal of excavated materials only apply to excavation and offsite disposal after issuance of NTP 3.</p> <p>2. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.</p> <p>3. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.</p> <p>4. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.</p> <p>5. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.</p>

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				<p>c. The Department shall compensate Developer for [100]% of the Extra Work Costs for off site disposal directly attributable to discovering, encountering, managing, treating, handling, storing, remediating, removing, transporting and disposing of Pre existing Hazardous Materials in excess of the Tiered Pre existing Hazardous Materials Deductible.</p> <p>4. The change in wording for section 4.10.2.2 is unclear as to the scope of work covered by the tiered deductible intended. Offsite disposal costs are to be determined by unit prices determined for this work under section 4.10.2.4 provided below, "Extra Work Costs for which the Department is liable under Section 4.10.2.2 shall be determined by applying the same unit price (per cubic yard) for offsite disposal of soils contaminated with Hazardous Materials that applies to Developer under the Contract with the Lead Contractor with respect to off site disposal for which Developer is not compensated by the Department. If no such unit price is stated in such Contract, then the unit price shall not exceed the unit price the Department could obtain through competitive low bid from a qualified contractor for such work."</p> <p>5. Proposer requests that dollar amounts be provided for the tiered risk structure. Also, restate the wording "Extra Work Costs directly attributable to discovering encounter, managing, treating, handling, storing, remediating, removing, transporting and disposing of Pre Existing Hazardous Materials.</p>	
397.	P3 Agreement	4.10.2		Developer should be fully compensated for all matters relating to Pre-existing Hazardous Materials, including Extra Work Costs, Delay Costs and time extensions.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
398.	P3 Agreement	4.10.2.2	2	There is apparently no cost sharing for any costs to dispose of impacted groundwater. Dewatering could be a significant issue given Project's location adjacent to the Bay and a marsh/wetlands.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
399.	P3 Agreement	4.10.2.3	4	What are the other "applicable property owner's soil re-use policies" referred to in this Section? Are such policies enumerated elsewhere in the Agreement or otherwise contained in an Appendix ? This subsection refers to "soils originating from property located outside the boundaries for the Project Right of Way indicated in Appendix 5-A...." Please provide the revised Appendix 5A?	The extent of land required is subject to the Developer's design and as such the Sponsors expect the Developer to be conversant with all requirements. Appendix 5A has been provided.
400.	P3 Agreement	4.10.3		Delete sentence "In no event shall Developer be entitled to Extra Work Costs or Delay Costs for such Releases of Hazardous Materials", in its entirety.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
401.	P3 Agreement	4.10.4.1	4	Please confirm that the added phrase "released by the Department (including a Department contractor or subcontractor for the Phase I Construction)" applies only to "Hazardous Materials" and not to "Pre-existing Hazardous Materials," when describing the circumstances when the Department shall be considered the sole generator and arranger.	Confirmed.
402.	P3 Agreement	4.12 Technical Requirement (general)	4	Please specify the assumptions that Developer should make regarding such irrigation (including as to scope and the location of pipes/connections) in submitting its bid. Is the irrigation work for the landscaping to be performed by Developer and handed back to the Presidio Trust (including the laying of pipes and connecting with the Presidio Trust's water system) included in the Allowance Landscaping?	Yes – Developer is to design and install all irrigation and Presidio Trust will operate.
403.	P3 Agreement	4.15.6 Defects in Phase 1 Construction	1	<p>1. The five year limitation period in Section 4.15.6.1 is not market standard within the North American P3 market, as the Developer cannot evaluate, price or insure risk of defects on work it did not build. As such, our requirement is that the defect period should be raised to 10 years in order to allow for defects to become apparent.</p> <p>2. Furthermore, the Developer should not be obliged to bear the risk of latent defects generated by Phase 1 Contractors (in regards to their work done in respect of Phase 1) engaged by the Developer for Phase 2 work.</p>	<p>1. The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.</p> <p>2. The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.</p>
404.	P3 Agreement	4.16		The significance of Phase I Work, its impact on the construction of the Project,	The Sponsors considered the issue presented by the Proposer and decided to

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				and the consequences of the acceptance of the work on the Developer is very confusing and needs clarification.	not modify the position reflected in the Final RFP documents at this time.
405.	P3 Agreement	4.16.2	4	Please provide detailed Phase 1 Construction Schedule, including definition of works currently under construction that will be completed prior to contract execution.  When will inspection and Department documentation for the Phase 1 works constructed prior to P3 Agreement execution be available for Developer review?	Phase 1 construction schedules have been made available in the data room here: <a href="http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Design%20and%20Construction/Phase%201/Construction%20Schedules/">http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Design%20and%20Construction/Phase%201/Construction%20Schedules/</a>  This is covered in the Contract Documents in Appendix 22.
406.	P3 Agreement	5.2.2.6 5.2.2.7	2	Non-Discriminatory O&M Changes are made at the Department's discretion, and the Developer cannot anticipate or price them. Please remove both of the capital work deductibles in 5.2.2.6 and the limitation on Extra Work Costs and Delay Costs in Section 5.2.2.7.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
407.	P3 Agreement	7.3.2.16	2	If Department is in default under Section 19.5, it is unreasonable to require DB and other Key Contractors to agree to termination of Key Contracts "in each case without liability of Developer or the Department for the Key Contractor's lost profits or business opportunity" -- this limitation already does not apply to Section 19.4 (Developer default), which is key, but this limitation also should not apply when the Department is in default.  Delete "or 19.5" from underlined cross-reference language in provision.	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.
408.	P3 Agreement	7.3.3.1		The Department consent to a proposed amendment should be subject to its reasonable (not sole) discretion. Change "sole" to "reasonable" in second line of Section 7.3.3.1.	Section 7.3.3.1 will be modified in Addendum 1 to reflect good faith discretion standard.
409.	P3 Agreement	7.5.2	4	Clarify that changes in DB Agreement or subcontracts do not require Department approval?	The following provisions govern the Department's approval process related to contracts and affiliates of the Developer:  <ul style="list-style-type: none"> <li>Key Contracts with the Lead Contractor, Lead Engineering Firm and Lead Operations and Maintenance Contractor - require Dept. prior approval (7.3.1.1)</li> <li>Amendments of Key Contracts respecting Key Contract requirements - require Dept. prior approval (7.3.3.1) As to other amendments, no approval is required.</li> </ul>
410.	P3 Agreement	9.1.2	2	Modify to eliminate references to deductibles in subparts 5 and 6.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
411.	P3 Agreement	9.1.3	2	Seismic Event Deductible – Compare "Act of God" provision of Public Contract Code. Modify to indicate that the Seismic Event Deductible may be covered by insurance, and that payments by the insurance shall be credited against the Seismic Event Deductible.	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.
412.	P3 Agreement	9.1.3.2	2	Section 9.1.3.2 provides a \$10 million deductible for Delay Costs and Extra Work Costs resulting from a Seismic Event (which may be insurable insofar as it relates to permanent structures) and the Relief Event provisions as written exclude amounts covered by insurance provided for the Project from being counted against Relief Event deductibles. Please revise the P3 agreement to provide that the Seismic Deductible shall be the lesser of \$10 million or the deductible under any insurance Developer may elect to purchase.	Section 9.1.3.2 will be modified as follows: Developer shall bear the first \$10,000,000 of Extra Work Costs and Delay Costs in the aggregate incurred during the Term to repair or replace tangible property damage to the Project caused by Seismic Events occurring after issuance of NTP 3 ("Seismic Event Deductible").
413.	P3 Agreement	9.1.3.4	2	Requires seismic damage to be done per emergency. Modify to indicate that if work is required prior to Final Acceptance, it may be performed without bidding by the DB or its subcontractors.	No. Bids could be required.
414.	P3 Agreement	9.1.4  Definition of "Claim Deductible"	2  4	1. Please delete clause (b) of the definition of "Claim Deductible" and add Delay Costs to former (a) (to provide that each of Extra Work Costs and Delay Costs are subject to a combined deductible of \$50,000 per claim). 2. The Proposer requests that the definition of "Claim Deductible" be revised to incorporate an aggregate cap on the maximum deductible applicable to Extra Work and Delay Costs in order to provide a limit on the aggregate amount which	1. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time. 2. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.

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415.	P3 Agreement	9.2		is subject to the Claim Deductible. Section 9.2.2.3 provides that if a Deductible Relief Event causes a Relief Event Delay, there will be no compensation to the Developer for the first 90 days of Relief Event Delays. Section 9.2.2.4 provides that the Developer shall not be entitled to compensation in excess of 270 days for Relief Event Delays in the aggregate. Section 9.2.4 makes the Developer responsible for certain closures, which would otherwise be permitted closures, for purposes of making the Developer responsible for "the adjustment due to such Unavailability Event as calculated under Appendix 7 (up to 100% for the first 30 days of closure). The provisions under this section further restrict Developer's compensation under the P3 Agreement in a substantial manner.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
416.	P3 Agreement	9.2.2.3  19.3.1.1  Deductible Relief Events (Agreement)	1	Proposer suggests that the Department:  1. Include a maximum deductible of 14 days per event with a cumulative maximum of 90 days for all Relief Events. 2. Include a deductible of \$25,000 unless the Deductible Relief Event exceeds \$25,000 in which case there will be no deduction. 3. Proposer's concern is that it was not clear if "A Relief Event" means that the 270 day limit is per event (the "A" implies a single event).	1. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time. 2. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time. 3. The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.
417.	P3 Agreement	9.2.2.3	2	In order to minimize bid contingency for the application of this Section 9.2.2.3, we request that the 90 day period be reduced to 45 days.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
418.	P3 Agreement	9.2.2.4 19.3.1.1	4	To clarify that Notice of Conditional Election to Terminate may be given when it is clear that the 270 day limit will be exceeded (rather than having to wait for the 270 days of delay to have actually occurred), please make the following changes:  1. Revise the second sentence of Section 9.2.2.4 to read as follows: "If Relief Event Delays actually exceed, or if it is reasonably determined that they will exceed, 270 days in the aggregate, the Parties' rights and remedies shall be as set forth in Section 19.3." 2. insert "has exceeded or will" before "exceed" in the second line of Clause 1 of Section 19.3.1.1 3. replace "persists" with "has persisted or will persist" in Clauses 2 and 3 of Section 9.3.1.1	1. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time. 2. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time. 3. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
419.	P3 Agreement	9.2.6		This section requires the Developer to "take all steps necessary on a commercially reasonable basis to mitigate the consequences of any Relief Event" and provides that the Developer shall not be entitled to submit a claim for Extra Work Costs, Delay Costs, times extensions, etc, for "impacts that could have been avoided through proper re-sequencing and re-scheduling of the work." If there are costs associated with 're-sequencing and re-scheduling' of the work, such costs should be recoverable. Also, need to clarify that re-sequencing and re-scheduling needed to be reasonably identifiable at time when such changes to the Work could have occurred (not in retrospect).	The Sponsors will modify 9.2.6 from "proper" to "reasonable efforts of". The modification will be provided in Addendum No. 1.
420.	P3 Agreement	10.1.2		The imposition of a deductible to a Claim for compensation due to a change order is not acceptable. Rewrite final sentence: Compensation and Financial Close Deadline or Completion Deadline extension for Extra Work shall be subject to all terms and conditions of the Contract Documents; provided, however, such Claims shall not be subject to the deductibles set forth in this P3 Agreement.	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.
421.	P3 Agreement	11.1.1  Timing and Basis for Availability Payments	1	1. Section 4.9.4 indicates that the Milestone Payment is tied to Substantial Completion and Section 11.1 indicates that the Availability Payments are tied to Final Acceptance. Proposer proposes the following alternative options:  a) Tie both the Milestone Payments and the Availability Payments to Substantial Completion as is the standard of the industry. It would be reasonable under this alternative for the Sponsor to include deductions from the Availability Payments for all punch list items that are not complete by the scheduled Final Acceptance date.	1. The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1. a. The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1. b. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time. c. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.

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				<p>b) It would be reasonable, as an alternative to number 1, to have an independent engineer estimate the cost related to all punch list items that are not complete by the Final Acceptance date and require a LOC from the Developer for such costs (perhaps, with some multiplier that would provide contingency for the completion of the work).</p> <p>c) Tie availability payments to Substantial Completion, since operations would start upon reaching such status but withhold the Milestone Payment until achievement of Final Acceptance.</p>	
422.	P3 Agreement	15.2.8 15.2.9.3	2	The Department will bear 85% of any increase in the "weighted average cost of capital" between (x) that provided by the Core Lenders as part of the Proposal and (y) that actually achieved at final credit confirmation (as result of the IPDC), regardless of whether or not such increase is due to changes (i) in base rates of interest, (ii) in bond benchmark spreads or (iii) in the final financing structure or financing blend. As drafted, Section 15.2.9.3 only focuses on the changes in (i) and (ii) above. Please revise this provision to also explicitly cover (iii) above.	The Sponsors have accepted the recommendation and the appropriate revisions will be provided in Addendum No. 1.
423.	P3 Agreement	19.1.3  19.1.4  Termination	1	The P3 Agreement sets forth in Sections 19.1.3 and 19.1.4 the compensation for a Termination for Convenience, in Section 19.3.6 the compensation for a Termination for Extended Relief Events and in Section 19.5.1.2 for Termination for Department Default or Suspension of Work; Termination by Court Ruling. Proposer requests that Section 7.3.2.16 is amended as to allow the Developer and Key Contractors to include termination provisions in the Key Contracts providing for the same compensation to the Key Contractors for termination for Convenience, Extended Relief Events and Department Default as the P3 Agreement provides for the Developer.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
424.	P3 Agreement	19.2.1		<p>Although Proposer fully supports the Department's decision to continue with the project financing under an IPDC, we suggest the following solution(s):</p> <p>A. Common Terms Proposer recognizes that if the Department elects to provide the Developer with a form of compensable protection against increase in Project costs, this may encourage bidders to submit their financing package with below market indicative terms. In order to prevent this type of strategy at the time of financial submission, Proposer requests that common financial terms be dictated by the Department. (AND)</p> <p>B. Protection for onerous requirements Under a common terms approach, the Developer should receive reciprocal assurance from the Department that the terms being requested represent market. To this end, we would expect to see some form of protection from increased lenders requirements post financial submission in the form of increased Availability Payments. Proposer notes that in such cases where an increase of this nature brings the MAP over the \$35m limit, the Department still has the ability to terminate the Agreement under Section 19.2.1. (OR)</p> <p>C. Return of Financial Security If the Department elects not to proceed with common terms nor provide protection from onerous lenders requirements, we therefore propose that Section 15.2.7.1 is expanded to include the situation where negotiations result in unacceptable bid economics imposed by lenders. Further, the termination right in Section 19.2.1 in cases of Section 15.2.7.1 should also be available to the Developer. In addition, the limitation of the Department's right to draw under the Financial Close Security only when a Developer's default exists is paramount to the members of Proposer.</p>	<p>Based on comments received from bidders and in consideration of the unique nature, timing, and objectives of this project, the Sponsors have decided to provide bidders the option of submitting financial proposals with committed financing ("Committed Financial Proposals") (subject to specified prerequisite conditions for such optional proposals to be evaluated and scored). However, exercise of this option by any bidder will not relieve each bidder of the requirement to submit a proposal with uncommitted financing ("Uncommitted Financial Proposal") in order to be deemed responsive.</p> <p>The Committed Financial Proposals, at a minimum: (1) must have no reliance on TIFIA assistance, (2) must be valid for a minimum of 150 days, and (3) must result in a 2014 Maximum Availability Payment below the Affordability Limit. In addition, unless at least two bidders submit Committed Financial Proposals meeting these prerequisites, the Committed Financial Proposal(s) received will not be evaluated and scored. Committed Financial Proposals, if evaluated and scored, will be evaluated and scored only against other Committed Financial Proposals, in accordance with the evaluation criteria in the Instructions to Proposers. There will be no scoring of Committed Financial Proposals against Uncommitted Financial Proposals.</p> <p>In the event that insufficient Committed Financial Proposals meeting the above prerequisites are received, only the Uncommitted Financial Proposals will be evaluated and scored in accordance with the evaluation criteria in the Instructions to Proposers.</p> <p>Section 15.2.7.1 (Primary Financial Proposal) will be modified to reflect that the Developer's obligation to achieve Financial Close by the Financial Close Deadline is also excused if financing commitments cannot be obtained under the existing terms of the Agreement and the Department declines to make the required modifications to the Agreement to obtain the necessary financing commitments.</p> <p>The appropriate revisions will be provided in Addendum No. 2.</p>
425.	P3 Agreement	19.2.1  Termination	1	<p>1. Proposer would gain comfort if the ITP indicated that Award would only take place once the legislature approved the budget including a specific appropriation for the Project.</p> <p>2. If however, the Department elects to Award the contract prior to budget</p>	<p>1. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.</p> <p>2. The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.</p>

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				approval and appropriation is not achieved, and as a result the Developer decides not to proceed with the Project, then this should be covered under Section 15.2.7.	
426.	P3 Agreement	25.12.1	4	That ambiguity in agreement will not be construed against Department; is unreasonable. Delete second to last sentence in section regarding ambiguity of contract documents.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
427.	Preliminary Master Design Submittal. A) Roadway Concepts	Preliminary Master Design Submittal. A) Roadway Concepts	3	Please provide Pavement Section Package and Typical Sections for Roadway (including new and hauling routes).	All available information has been made available in the data room. Developer must comply with the contract documents.
428.	Preliminary Master Design Submittal. B) Structural Concepts	Preliminary Master Design Submittal. B) Structural Concepts	3	Please clarify requirements for Tsunami event calculation. Please provide water elevation.	The Low Causeway Hydraulics Report uploaded to the Data Room here: <a href="http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Design%20and%20Construction/Phase%202/Hydraulic%20Reports/Girard%20Interchange/">http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Design%20and%20Construction/Phase%202/Hydraulic%20Reports/Girard%20Interchange/</a> .
429.	Preliminary Master Design Submittal. B) Structural Concepts	Preliminary Master Design Submittal. B) Structural Concepts	3	Bridges and Viaduct: Type Selection vs. Indicative. Which takes precedence? (e.g., column coordinates in Reference Documents do not match Indicative set).	All available information has been provided in the data room and the IPD is indicative and not complete; Developer must comply with all contract documents.
430.	Presidio Trust Agreement	Presidio Trust Agreement	2	Please provide a list with all the permits, timeframes and fees to be obtained from Presidio Trust to perform the work included in the scope of work.	Sponsors will attempt to obtain.
431.	Project Documents / Architectural Concept Report	Project Documents / Architectural Concept Report	4	Initial conditions for Landscaping -- could you provide the files?	Sponsors will provide.
432.	Reference Documents	CAD Plan Sheets	4	Please indicate what temporary easements are approved by the Presidio Trust and available for contractor's use during construction. Can the contractor assume that the area for contractor's use will be similar to the areas specified in Contract 4?	Refer to the Contract Documents for the requested details as defined in the ITP documents information in the dataroom. The area within the TCE will be provided for contract's use by the Sponsors.
433.	Reference Documents	Reference Documents	4	Please provide Plan of Borings in dgn format.	All available information has been provided in the data room.
434.	Reference Documents	Reference Documents	4	Please provide Plans for Building 201, 230, 204 ,228, 1063, 1161-1163.	All available information is provided in the data room.
435.	Reference Documents	Reference Documents	4	Please provide the as-built plans for the pump stations at Girard Road and Halleck Street.	As built plans have been made available in the data room.
436.	Reference Documents	Reference Documents	4	Please provide the as-built information including profiles for utility relocations for Phase I.	Contract 2 Design Plan As-builts are not available. The design documents have been uploaded to the Data Room here: <a href="http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Design%20and%20Construction/Phase%202/Utilities/Utilities%20Complete%20Package.pdf">http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Design%20and%20Construction/Phase%202/Utilities/Utilities%20Complete%20Package.pdf</a>
437.	Reference Documents	Reference Documents	4	Please provide the Stormwater Data Report including appendices. The Project Report only has the cover of the SWDR attached.	Storm water data report has been made available in the data room here: <a href="http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Design%20and%20Construction/Phase%202/Project%20Report/Appendix%20E%20-%20Stormwater%20Data%20Report.pdf">http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Design%20and%20Construction/Phase%202/Project%20Report/Appendix%20E%20-%20Stormwater%20Data%20Report.pdf</a>
438.	Reference Documents	Reference Documents	4	Please provide the technical appendices to the TMP.	A revised version of the TMP relating to Contracts 3 and 4 was uploaded to the Data Room. The revised TMP makes no reference to appendices.

No.	Document	Relevant Section	Cat.	Question/Comments/Rationale for Proposed Change	Sponsor Comments
439.	Reference Documents	Reference Documents /Phase 1 / Contracts 3 &4/ Survey	3	Data Survey information is from March 2008 it is written in Transmittal letter. Please provide survey at the end of Phase I.	All available information is provided in the data room
440.	Reference Documents	Transportation Management Plan Continued Operation of Lane Guidance		In this document, the Department is responsible for implementing the lane guidance, coordinating the installation and operating the movable barrier after the first full weekend closure. Please confirm that the Department, and NOT the Developer, is responsible for operating the movable barrier after the first full weekend closure. What other detours installed in Phase 1 will be in operation at the transition to Phase 2?	Developer is responsible for all works required under the Contract Documents. Reference documents are provided for information only and as with all documents provided as reference documents, these may be incomplete or no longer applicable. The Sponsors will not be responsible for any activities beyond those defined in the Contract Documents. All other activities required by the Contract Documents are to be undertaken by the Developer unless specifically excluded.
441.	Reference Documents	Tree Management Plan		The Final Proposal Reference Documents have added "Tree Management Plans." These plans indicate a contract number 04-1637H4. Will the work indicated in these plans be completed by others prior to NTP2 of the P3 Contract?	Developer is responsible for all works required under the Contract Documents. Reference documents are provided for information only and as with all documents provided as reference documents, these may be incomplete or no longer applicable. The Sponsors will not be responsible for any activities beyond those defined in the Contract Documents. All other activities required by the Contract Documents are to be undertaken by the Developer unless specifically excluded.
442.	Reference Material	Contract 4 Information Handout	3	2009 Built Environment Plans were included in this handout. The plans are dated November 2009 and they are not attached to a document. 1. Are these the most current plans? 2. Are these plans depicting a proposed scope of work or a completed scope of work? 3. Where are all the records of the completed monitoring being kept and do we have access to these records?	1. The 2009 built environment information is the latest. 2. As far as scope of work shown on the plans – some of it is done/currently being done and some of it will roll over to a Developer. The tech specs outline those items that will become a Developer's responsibility. 3. The Sponsors can address where the records are kept
443.	Right of Entry Agreement	Exhibit C		Excavation for Trust's Quartermaster Reach Wetlands Restoration Project in conjunction with excavation for PROJECT, provided that timing and area of excavation for both projects coincide. The ITP is silent towards the completion of the Tennessee Hollow Mitigation Site. The Indicative Drawings provide a finish grading plan for Tennessee Hollow, however under the current contract agreements this work cannot be complete per the grading plans. Please confirm that the limit of the work for the P3 Developer for the Tennessee Hollow Wetland Restoration Project is rough grading within the TCE limits, and does NOT include landscaping, hardscape, drainage, irrigation, facilities, signage or any other finish element.	Grading as shown on plans to the project limits.
444.	Right of Entry Agreement	Exhibit C		Restoration of ADA and emergency vehicle access to all existing buildings at conclusion of PROJECT, if impacted by the PROJECT Please provide scope definition by using building numbers and assign the work to Phase 1 or Phase 2, and then clarify whose responsibility is it within Phase 2.	All pertinent information relating to the Phase 1 works has been provided in the dataroom. All other works are required to be completed by the Developer unless specifically excluded in the Contract Documents.
445.	Right of Entry Agreement	Exhibit C		Extend stormwater outfalls A(1) and IJKL(2). Please confirm that the outfalls are NOT part of the P3 Agreement.	The outfalls have now been removed from the scope of Phase 2.
446.	Right of Entry Agreement	Exhibit C		Complete Presidio Promenade multi-use trail over new tunnel tops and where disrupted by project activities. Please confirm that this P3 Agreement scope is limited to trails within the TCE Limits.	Confirmed.
447.	Right of Entry Agreement	Exhibit C		Relocation of Building 201 back to historic location on Halleck Street. Define the work to be done and how it will be done.	That is for the Developer to establish based upon the Developer proposals and design as set out in the Contract Documents.
448.	Right of Entry Agreement	Exhibit C		Wetlands Mitigations per South Access to the Golden Gate Bridge Doyle Drive Project FEIS and ROD only; (does not include wetlands or other mitigation in the Presidio for project(s) by Trust or third parties). Please confirm that this scope is NOT part of P3 Agreement.	Wetland mitigation associated with the Presidio Parkway project and described in the 401/404 permits is the responsibility of the Department
449.	Right of Entry Agreement	Exhibit C		Payment of the Public Storage lease termination fee to Public Storage. Please confirm that this scope is NOT part of P3 Agreement.	Confirmed.
450.	Right of Entry Agreement	Exhibit C		Utility relocations as needed to connect to existing utility network. Please confirm that this scope is NOT part of P3 Agreement.	The Developer is responsible for undertaking the Utility Adjustments in accordance with the Contract Documents.
451.	Right of Entry Agreement	Exhibit C		Relocation of Building 106 tenant(s) per RAP if applicable. Please confirm that this scope is NOT part of P3 Agreement.	If P3 design causes the relocation of a tenant, Developer will be responsible for costs.

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452.	Right of Entry Agreement	Exhibit C		Relocation of Bldg 1158 tenant(s) per RAP; Trust to deliver vacant per ROE. Please confirm that this scope is NOT part of P3 Agreement.	Confirmed.
453.	Right of Entry Agreement			To mitigate for direct/permanent impacts to 0.02 acres of the wetland at Battery Howe-Wagner, 0.18 acres of W-2, and 0.15 of W-3. Due to the timing of the execution of the P3 agreement and the as yet undefined timing of the Presidio Trust's work to complete the restoration of the Tennessee Hollow/Quartermaster Reach Wetlands Restoration Project, Please confirm that the removal of the culvert will not be part of the P3 Agreement Scope.	Contract Documents state that all wetland mitigation identified in the permit is the responsibility of the Department. The removal of the culvert at the Tennessee Hollow East Trib would occur when the Department and Trust proceed with work at that site.
454.	Right of Entry Agreement	404 Permit_ACOE_01M ay-09		A Detailed Final Mitigation Plan, including information on the proposed Tennessee Hollow restoration work, shall be submitted to our office prior to the start of construction. The plan must be reviewed and approved by our office before the start of construction. Please confirm that the Department and the Presidio Trust are solely responsible for the development and implementation of the Final Mitigation Plan. Please provide clear as to when the Department and the Presidio Trust will have this element of the project complete and the 404 Permit conditions cleared.	Contract Documents state that all wetland mitigation identified in the permits is the responsibility of the Department.  The detailed plan proposed for Tennessee Hollow restoration was submitted to the ACOE as called for in the ACOE 404 permit. The ACOE found the plan acceptable. The final mitigation plan will be the responsibility of the Department and the Presidio Trust. The Department will be responsible for clearing requirements related to the RWQCB 401 and ACOE 404 permits. In addition, the Department will work with the Trust to provide required mitigation for the Doyle Drive project as called for in the permits.  Please be aware that the Temporary Construction Easement (TCE) for work along NB 101 has been established to control all work within the easement area. No work is allowed outside the TCE. As such, jurisdictional wetlands along NB 101 will not be affected by any future work associated with P3. If there are any impacts to jurisdictional wetlands associated with P3 work along NB 101, the concessionaire will be held completely and solely liable for all compensatory requirements identified by either the ACOE or RWQCB including any additional wetland mitigation required to offset impacts to the jurisdictional areas.
455.	Roadway			Please provide a typical section for Girard Road, including shoulder and sidewalk widths, and landscaping strip if necessary for entire section between Marina Blvd and Lincoln Blvd.	Sponsors have made available all pertinent information. The need for elements of work is dependant upon Developer's design. As stated in the ITP documents the IPD is indicative, preliminary and not complete.
456.	Technical Requirements Division I and II		3	Will Sponsor accept partial submittals such as foundations and partial areas of landscaping ?	Partial submittals may be submitted however it is for Developer to provide sufficient information to demonstrate that all aspects that may influence the design of the element have been considered.
457.	Technical Requirements Division II	Bridge Maintenance	2	Does "current" refer to at the time of bid or at the time of rehabilitation?	Current to the applicable standards as specified in P3 Agreement Section 5.2.2.
458.	Technical Requirements Volume 2 Division 2 Section 3	Drainage Analysis, Paragraph A4	3	Please provide information regarding the above outfalls. 1.) Depth and location of the end of each outfall to the San Francisco Bay, within the project limits. 2.) As per Paragraph A4 of Page 24 that reads' Verify that the existing Presidio Trust outfalls to the San Francisco Bay can convey the twenty five year storm event or as appropriate Department and approving authority standards, and upgrade as necessary." 3.) Permitting required for removal of the old outfall system and installation of new outfalls. 4.) What are the conditions and capacity of the existing storm drain pipes located between the project and the outfalls to the bay?	The outfalls have now been removed from the scope of Phase 2.
459.	Technical Requirements Volume 2 Division 2 Section 3	Drainage Analysis, Paragraph A4	3	Please verify that work associated with improved capacity and maintenance of the storm drainage outfalls including improvements necessary to handle phase 2 drainage has been excluded from the P3 Contract.	The outfalls have now been removed from the scope of Phase 2.
460.	Technical Requirements Volume 2 Division 2	Environmental Assessment	3	Section 3 outlines environmental requirements for the Developer. However, the scope of the requirements are not sufficiently defined with respect to the assessment, protection, preservation, stabilization and monitoring of existing cultural resources. There is a need to conduct a site visit with a Presidio	The Sponsors wish to appoint an experienced Developer and would expect an experienced Developer to be familiar with all such matters and how to address them.

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	Section 3			historian or grounds person to observe the condition of the structures within the 200 foot of the project to identify an appropriate level of effort for the studies, monitoring or retrofitting that may need to be included in the scope of work.	
461.	Technical Requirements Division II, Section 4	O&M	2	It would appear through the language in Section 3.2.2.2 that the Department expects the Developer to provide staff that are qualified as "First Responders". However, it is unrealistic to expect O&M staff to have the same qualifications as a first responder (specifically those qualifications requested under items d) and f)).	The Sponsors do not wish Developer to employ untrained or in experienced staff at all levels in any Developer Related Entity and expect the Developer to undertake all the requirements of the contract.
462.	Technical Requirements Division II	Operations Centres		Can the Department please confirm that the Developer will be required to man two separate operations centers?	Any works need to be compliant with the permits, approvals and contract documents It is therefore for Developer to determine if such an approach is required
463.	Technical Requirements Volume 2 Division 2 Section 1	Parking	3	Please verify that both temporary parking lots during construction and permanent parking lots are at-grade and that construction of the underground or above ground parking structures are included in a separate contract.	Refer to the Contract Documents for details of parking requirements. It is for Developer to determine how to achieve these requirements consistent with the Contract Document requirements.
464.	Technical Requirements Division II	Pavement Design	2	Will the Department accept pavement designs according to the Mechanistic Empirical Pavement Design Guide (MEPDG), which has been approved by AASHTO as an interim guide?	Any works need to be compliant with the permits, approvals and contract documents It is therefore for Developer to determine what is required as part of the design.
465.	Technical Requirements Division II	Plumbing and Drainage	2	How many in total, who will have access for use? Is there a sanitary system?	To be assessed in Developer's design development.
466.	Technical Requirements Volume 1	Release of Hazardous Materials	4	The Proposer requests that the Sponsor provide a list of their approved hazardous material disposal facilities. This information will aid in developing cost estimates for the Proposal.	Will not be provided.
467.	Technical Requirements Division II	Routine Maintenance	2	Can the Department please confirm that "properly trained staff" also includes the use of subcontractors for specific tasks?	The Sponsors do not wish Developer to employ untrained or in experienced staff at all levels in any Developer Related Entity.
468.	Technical Requirements Division II	Technical Requirements	2	Is it allowable to overlay the road surface with a polymer overlay and / or any other treatment that may be black in color?	Any works need to be compliant with the permits, approvals and contract documents It is therefore for Developer to determine if such treatment is allowable.
469.	Technical Requirements Technical Requirements Division II	Traffic Management and Clearance Requirements	2	Please confirm that the Department does not expect the Developer to provide staff trained in Haz-mat clean up.	The Sponsors do not wish Developer to employ untrained or in experienced staff at all levels in any Developer Related Entity and expect the Developer to undertake all the requirements of the contract.
470.	Technical Requirements	Sec 3	2	Table 16.1 does not require redundancy for the Southbound Battery Tunnel. However, per NFPA 502 (2008 edition) paragraph 10.6.3, the design of ventilation systems where fans can be directly exposed to a fire shall incorporate fan redundancy. Verify that this NFPA 502 requirement has been superseded by the AHJ.	It is for the Developer to determine what is required.
471.	Technical Requirements Vol II, Div II,	Sec 3 3.2.11.9 3.2.11.10		These sections refer to the Findings of Effects (FOE) and mitigation plans for the Battery Slaughter and the Battery Tunnel. Please provide these documents	To be posted to data room, unless already provided.
472.	Technical Requirements Div VII, II	Sec 4	4	Department's Level of Service Handback LOS2000 -- Please provide copy of LOS2000 software or manual.	Document has been made available in the data room here: <a href="http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Operations%20and%20Maintenance/LOS2000%20Field%20Evaluation%20Guide.pdf">http://www.dot.ca.gov/hq/esc/oe/project_ads_addenda/04/04-1637U4/Reference%20Documents/Operations%20and%20Maintenance/LOS2000%20Field%20Evaluation%20Guide.pdf</a>
473.	Technical Requirements Div V II, II,	Sec 3 14.4.1	4	Developer must provide temporary traffic monitoring stations at four locations. What is the duration that these temporary traffic monitoring stations will need to be functional?	Duration is dependent upon the Developer's schedule. Developer needs to make the determination and propose their plan.
474.	Technical Requirements Div VII, I, II	Div VII, I, 1.1.2.2 Div II, Sec 3, 17.10	4	Please provide criteria related to Developer's responsibility to train Department staff on systems provided to the Department. Volume II, Division II requires the training program to comply with project specification. However, there are no	Training is dependent upon the systems to be provided by the Developer.

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				project specifications documenting the training program.	
475.	Technical Requirements DIV II	DIV II Sec 3 6.2.3. 7.2.5.3	3	For items to be reviewed by Presidio Trust (e.g. Halleck St. , subsurface investigation) what is the time frame?	All timelines for review have been identified in Presidio Trust documents. It is for the Developer to use their experience to determine how long it takes to obtain any permits etc.  For design review etc the process is covered in Division 1
476.	Technical Requirements Division II – Section 4 – 1.1 Manuals and Guidelines	Division II – Section 4 – 1.1 Manuals and Guidelines	4	Section 1.1. Manuals and Guidelines states that the Developer shall comply with the most recent versions of Manuals and Guidelines and all other Contract Documents and has provided a list of these documents. Item C. Can the Department please upload this document into the dataroom?	Will be provided.
477.	Technical Requirements Div VII, II	Div VII, II - Sec 1, 4.6,  Sec 3, 14.1  Sec 4, Table 4.2	4	The ITS elements listed within Volume II, Division II differ in each section. Request for elements of the ITS system to be clearly defined and consistent for construction, operations and maintenance.	All requirements of the Sponsors are set out in the contract documents and no further revisions are anticipated.  Section 3 provides requirements for the various ITS elements; Section 4 provides criteria for the maintenance of the various ITS elements. Developer to determine the applicable ones and comply.
478.	Technical Requirements Div VII, I	Div VII, I, 3.5	4	Permits Coordination and Inspection -- please request that Presidio Trust provide list of their permits, permitting procedures and anticipated permit timeframes.	Sponsors will attempt to obtain.
479.	Technical Requirements Div VII, II	Div VII, II, Sec 4, Table 4.2	3	Please provide for an increased cure period should a Presidio site not be available for maintenance facility (to account for reasonable travel time from an off-site location).	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
480.	Technical Requirements Div VII, II,	Sec 4  Table 4.1 & 4.2,	3	Please provide for Minimum Performance Requirement related to maintaining "travel lanes free of standing water of greater than one inch deep" to be tied to drainage system design criteria and no penalty for events that exceed design criteria.	Roadway to be designed according to the design criteria spelled out in the Design Manual
481.	Technical Requirements Div VII, II	Div VII, II, Sec 4, 3.5	4	Please provide information related to support services, including police or other, or reimbursement provided by City, County, State and other relevant local agencies.	The Sponsors do not intend on supplying the requested information.
482.	Technical Requirements Division II	Section 3, Article 12 Landscape	3	There are multiple references made to a document named "Presidio Parkway Improvements Design Criteria"	The Technical Specifications will be revised in Addendum No. 1 to reflect that references to "Presidio Parkway Improvements Design Criteria" are deleted.
483.	Technical Requirements Vol II, Div II	Sec 1		Paragraph 4.1 contains very specific criteria regarding the location of bridges and tunnels. This information contains significantly more detail than the other items in Section 1 – Project Description and Limits. We are requesting that Paragraph 4.1 be revised to require that the structures be designed and constructed in accordance with the Contract Documents and to indicate that the detailed requirements for structures are to be considered as Indicative information.	The Sponsors considered the issue presented by the Proposer and decided to not modify the position reflected in the Final RFP documents at this time.
484.	Transportation Management Plan (TMP)	MOT		In the Presidio Parkway Transportation Management Plan (TMP), Section 5 references Attachments to the TMP. None of the Attachments referenced are attached to the document. Please provide Attachments 5.1-5.8 to the TMP.	A revised version of the TMP relating to Contracts 3 and 4 was uploaded to the Data Room. The revised TMP makes no reference to appendices.
485.	Utilities		1	Please confirm that the Developer is instructed to use the typical trench sections, utility backfill requirements and street cross sections as shown in Contract 2 work.	Developer is to undertake the work in accordance with the Contract Documents.
486.	Utilities		1	Please confirm that the Sanitary sewer pump station as shown on the indicative drawing U-7 is not a part of the Developer's scope of work.	Pump Station and force main shown on Page U7 will be constructed in Phase 1.
487.	Utilities		1	Please confirm the status of the 4" Force Main and the 18" Sewer line shown on U-7. During the Utilities meeting on 07-20-10.	Pump Station, 18" sewer line and force main shown on Page U7 will be constructed in Phase 1.

No.	Document	Relevant Section	Cat.	Question/Comments/Rationale for Proposed Change	Sponsor Comments
488.	Utilities			Please verify that all information related to the utility agreements between the Department and Presidio Trust contained within the Right of Entry Permit.	Both the Right of Entry and the License to Enter documents relate to utility agreements between the Department and the Presidio Trust.
489.	Utilities			Please provide all plans PDF and CADD for Contract 2 on the Department FTP site and available to Proposers .	All available information is in the Data Room.
490.	Utilities			Please confirm that a relocation of the recycled water line shown as being removed by others will in fact be relocated as part of the P3 contract. The relocation of the Recycled water line in question starts east of Girard Road (Sta 62+00) and ends along Old Mason Street (west of the proposed Halleck St. Please provide plans showing layout and profile for relocated utility lines.	The Developer is responsible for the relocation of utilities, including the recycled water line.
491.	Utilities - GAS		1	Please confirm that all work associated with the existing Gas distribution system has not been designed or permitted at this time. The Developer to coordinate design through PG&E. Are permits to be obtained by Developer?	Some gas network relocation is on-going by PG&E. Developer is responsible for coordination with PG&E on status of on-going work and implementation of future gas adjustments to be carried out under Phase 2.