

## SR 520 Bridge Replacement and HOV Program

I-5 to Medina: Bridge Replacement and HOV Project



## SR 520 Evergreen Point Floating Bridge & Landings Project

### RFP Questions and Answers # 22

June 1, 2011

| Q # | Date Received | RFP | Reference                                | Question  | Answer  | Addendum (Y/N) |
|-----|---------------|-----|--|---|---|----------------|
| 303 | 4/25/2011     | ITP | Form A                                   | If a proposer is submitting as a Joint Venture they are required to have each joint venture member, individually sign this form. <u>Does the Attorney in Fact for the Joint Venture also need to sign this form?</u>  | No. With respect to Joint Ventures, the form only needs to be executed by the Joint Venture Members. All Joint Venture members are required to sign.  | N              |
| 304 | 4/25/2011     | ITP | 3.3.9 Joint and Several Liability Letter | Each proposer is required to attach evidence to each Joint and Several Liability Letter that the person signing the letter has authority to do so. We are also required to provide evidence of authorization under a separate tab, Evidence of Authorization - Powers of Attorney. <u>Does a separate evidence of authorization have to be attached to the Joint and Several Liability Letter if they are provide within the Evidence of Authorization - Powers of Attorney tab?</u>  | WSDOT would prefer to have evidence of authorization attached specifically to the letter. However, to the extent that evidence of authorization is contained in the Evidence of Authorization Section of the Proposal that would be acceptable. Said authorization must establish that the person signing the letter is authorized by the individual Joint Venture member to execute the letter specifically on behalf of the member separate and apart from the member's Joint Venture status. | N              |
| 305 | 5/17/2011     | 1   | 1-07.18(1).7                             | Addendum #21 amended the Marine Liability 1-07.18(1).7 requirement to require a P&I policy that includes coverage for pollution liability and charterers liability. <u>Please confirm that it is acceptable to insure the pollution liability exposure through a combination of the environmental liability / contractors pollution liability policy and vessel pollution liability insurance policies as appropriate to the risk in lieu of an additional premium payment for coverage as a part of the P&amp;I policy. Also, please confirm that a separate charterers legal liability policy (when required by the charter agreement) is acceptable to meet the requirement.</u>   | The required environmental liability need not be purchased solely through P&I coverage to meet this requirement. Separate charterer's legal liability is acceptable to meet this requirement. See Addendum #23.   | Y              |
| 306 | 5/17/2011     | 1   | 1-07.18(1).12                            | Addendum #21 added section 1-07.18(1).12 All Risks Hull and Machinery insurance requiring that the DB provide Hull coverage for the PFS and PPDB with a limit not less than \$50 million. Hull insurance is written on a per vessel basis based on the value of the vessel. Since no one vessel is anticipated to be valued anywhere near \$50 million, <u>please consider reducing this Hull requirement to a limit "equal to the replacement value of each pontoon, not less than \$10 million".</u><br>Also, while the pontoons should be insured for marine liability for the exposure associated with them being a waterborne component, insuring the physical damage to those pontoons that will remain within the inland waters of Puget Sound and Lake Washington would be best placed with | The specification has been changed. See Addendum #23. Coverage requirement limit for each Pontoon shall be "equal to the full replacement value of each Pontoon."   | Y              |

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|     |               |     |               | the builders risk insurer than on a Hull policy. Premium advantage and scope of coverage benefits the project when placed on builders risk. <u>Please amend the requirement to allow the DB to insure the physical damage of the PPDB on the builders risk insurance if they elect to do so.</u>  | The specification has been changed. See Addendum #23. Physical damage to Pontoons may be covered under the builder's risk coverage to meet this requirement.  |                |
| 307 | 5/17/2011     | 1   | 1-07.18(1)7 a | The response to Question 242 "Can a sublimit apply to debris removal? Can debris removal be limited to a percentage of damage to covered property, for example 25% of the loss?" was "WSDOT has evaluated the request and declines to make the requested change.". Providing \$500 million in debris removal coverage is adding significant additional premium cost to the project and we are uncertain as to the perceived exposure. It is our understanding that if there were to be an issue that involved destruction of the bridge and sinking of multiple pontoons, the pontoons would not be recovered but rather would remain in place and new pontoons would be cast (the cost of which would be covered by the builders risk policy under the main limit of insurance and not subject to the debris removal sublimit). <u>Please explain the thought process behind requiring debris removal at the full policy limit of \$500 million and what exposure is driving that requirement?</u> We still recommend clarifying that a sublimit of 25% of the loss be acceptable. | See Addendum #25.   | Y              |
| 308 | 5/18/2011     | 1   | 1-07.18(1).11 | Section 1-07.18(1).11 Owners and Contractors Protective (OCP) Liability Insurance indicates that the Design-Builder shall either include the State as a "named insured" under the CGL policy required above or provide owners and contractors protective (OCP) liability insurance. <u>Please confirm that naming the State as additional insured on the general liability policy will meet this requirement.</u>   | No. Additional Insured status on CGL does not meet requirement to eliminate OCP coverage. Only Named Insured status is sufficient.  | N              |
| 309 | 5/18/2011     | 1   | 1-07.18(1).10 | Section 1-07.18(1).10 Marine Liability requires primary limits of \$5 million per occurrence and excess of not less than \$20 million. <u>Please consider amending this requirement to read "Such coverage shall have limits not less than \$25 million per occurrence and aggregate, which may be met by a combination of primary and excess policies."</u> By doing so, the premium cost of the insurance may be significantly reduced because the premium for the primary layers of insurance are more costly than excess. However, the same total limits of insurance will be available.  | Change to the specification has been considered and made. See Addendum #23. This specification requires "primary limits of not less than \$1,000,000 per occurrence and excess limits of not less than \$24,000,000". | Y              |