Washington State Department of Transportation

SR 520 Bridge Replacement and HOV Program

Pontoon Construction Project

SR 520 Pontoon Construction Design-Build Project

RFP Questions and Answers #7
November 05, 2009

Q #	Date Received	RFP Reference	Question	Answer	Addendum (Y/N)
1	10/30/2009	GP 1-07.18(1) 4. / pg 132	Environmental Liability Insurance – The answer to question 91 on 10/22/09 indicates that CGL coverage forms CG 0039 1204 of ACE form PF-23696 (02/08) would be acceptable. Please confirm that "or equivalent" forms would also be acceptable.	Equivalent forms will be acceptable.	N
2	10/30/2009	GP 1-08.18(1) 5. / pg 132	Excess Liability – The answer to question 92 on 10/22/09 indicates that excess coverage over environmental liability insurance is commercially available may be true in that a select insurer or two may be willing to attach the Environmental Liability endorsement to the general liability policy and some excess carriers may not exclude it, the majority of insurers are unwilling to do so. By requiring the coverage in this manner, you will be forcing contractors to place coverage outside their standard markets with a select few insurers. This will invariably cause additional cost to the project that may be unnecessary. If the concern is that the primary $10 million in environmental liability is not enough for the risk, indicate the limit of insurance that you want the contractor to provide for this coverage (i.e. current requirement would add up to $110 million between primary and excess requirements). Then allow the contractor to provide this coverage on either the CG 00 39 12 04 form or on a pollution liability coverage form that provides equivalent coverage.	Environmental Liability coverage will be set at a minimum of $20,000,000 per claim and aggregate. The required limit can be satisfied by a combination of a primary policy and an excess policy. An addendum will be issued addressing this matter.	Y

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3	10/30/2009	GP 1-07.18(2)2 / pg 134	Verification of Coverage, requires that prior to contract execution, the Design-Builder shall file certificates of insurance evidencing the minimum insurance coverages required to be provided, at least ten days prior to the date such insurance is required to be provided. Please confirm that it will be acceptable to provide evidence of builders risk insurance ten days prior to the start of construction as there will be no values at risk to insure prior to the start of construction.	Provide evidence of builder's risk prior to contract execution with an effective date being 10 days prior to start of construction.	N
4	10/30/2009	GP 1-07.18(1)7.b / pg 133	Builders Risk, indicates that coverage must include "soft cost expense cover". Please confirm that a sublimit of $5 million will be acceptable for this coverage.	Soft cost expense cover cannot be quantified at this point. It is incumbent upon the proposers to provide adequate coverage for the risk.	N
5	10/30/2009	GP 1-07.11(4).3 / pg 105	Special Training Provisions, on page 105 of 188, line 6 states: "The number of training hours shall be 50,000". Spec section 1.07.28 "Apprentice Utilization" on page 140 of 188, line 16 states: "No less than 15% of project labor hours shall be performed by Apprentices". Are these referring to the same training program? Which section governs? 50,000, 15%, or 15% max of 50,000?	The Special Training Provisions in Section 1-07.11(4).3 is the Federal training program while the Apprentice Utilization in Section 1-07.28 is the State program. Each has its requirements and each is clearly defined in its respective section. Credits can be earned towards both programs if both sets of requirements are satisfied at the same time.	N

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6	10/30/2009	TR Pontoons 2.14.5.2.2 / Attachment A pg 31	Electrical Isolation and Electrical Continuity, states: "Each pontoon shall have one longitudinal steel reinforcing bar (or continuous series of bars if spliced) to which all transverse steel reinforcing bars of the pontoon are to be spot welded. Each pontoon shall have on transverse steel reinforcing bar (or continuous series of bars if spliced) to which all longitudinal steel reinforcing bars of the pontoon are to be spot welded." • Is WSDOT looking to have 100% of the rebar for the pontoons electrically connected with spot welds or just the exterior? • Do both mats within the decks and walls need to be included? • Can we provide a single transverse loop on either end and connected via a single longitudinal bar? • Does the vertical and horizontal transverse wall reinforcement need to have electrical continuity tied into the longitudinal and transverse grid? • Are secondary reinforcing bars at haunches, fillets, etc. required to be electrically connected into the main transverse and longitudinal grid? • In section 2.14.5.2.2, line 11, should the word "Isolated" be replaced with "Isolating" and on line 13 should "as" be replaced with "is"?	Responses, in order, for each of the bulleted questions: • Yes WSDOT is looking to have 100% of the reinforcement in the pontoons electrically continuous. This does not just apply to the exterior of the pontoons. • Yes both rebar mats of the decks and walls shall be made electrically continuous with all other rebar in the pontoons. • As stated, all reinforcement in the pontoons shall be electrically continuous. It is not clear how a single transverse loop on either end connected via a single longitudinal bar will satisfy the requirement to make all reinforcement in the pontoons electrically continuous. • Yes, the vertical and horizontal transverse wall reinforcement needs to be electrically continuous with all other reinforcement in the pontoons. • Yes, all "secondary reinforcement" shall be electrically continuous with all other reinforcement in the pontoons. • No, the text is correct as is.	N
7	10/30/2009	TR Pontoons 2.14.5.2.11 / Attachment A pg 36	Concrete Repair, requires epoxy injection of structural cracks greater than 0.006 inches in width to occur before post tensioning. Historically this work has been done prior to post-tensioning. Please confirm you would like us to measure the cracks and perform epoxy inject those cracks greater than 0.006 inches prior to post tensioning?	Yes, per Section 2.14.5.2.11, crack inspection shall be performed and epoxy injection of structural cracks shall be done prior to any post tensioning.	N

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8	10/30/2009	Addendum No. 6	Addendum No. 6 altered Technical Requirements specification section 2.15.3.1.1, Moorage for Pontoons Constructed at Grays Harbor Site. It now states that the "pontoons shall be moored at existing marine berths in the vicinity of Grays Harbor. The Design-Builder shall be responsible for securing the lease agreements for the use of these facilities. The Design-Builder shall also be responsible for all approvals and permits for any modifications to any of the existing facilities." The two viable existing facilities in Grays Harbor are operated by the Port of Grays Harbor and Weyerhaeuser. The Port facilities are committed to ongoing ship commerce and is not a viable long term moorage option because the pontoons would need to be continually moved/shuffled, assuming there would even be sufficient area to relocate the pontoons. Weyerhaeuser properties are 100% intertwined, in and amongst, all the DNR aquatic leases and will require DNR negotiations. DNR is not willing to discuss these issues with the proposers and has indicated that, "Pontoon moorage is not an appropriate use within harbor areas and will not be considered by DNR." Will WSDOT be negotiating with DNR for moorage of the pontoons within Grays Harbor?	The Design-Builder shall be responsible for identifying existing marine berths in the vicinity of Grays Harbors for the temporary moorage of pontoons. It is assumed that structural or physical modifications to existing berths would not be required or included in this selection process. The Design-Builder shall be responsible for securing operating and/or lease agreements from the owner/operator of these facilities. Per DNR, the use of existing facilities as temporary moorage would require agreements with both the owner/operator of these facilities and DNR. WSDOT will be responsible for securing any associated lease, easements, or use authorizations from DNR for the use of these facilities. The Design-Builder will not be responsible for the DNR authorizations. The Design-Builder will assist WSDOT as WSDOT works to secure the DNR authorizations. Additional clarification will be provided in Addendum 10. In the event that modifications to existing berths become necessary, the Design-Builder shall be responsible for all approvals and permits for any modifications to any of the existing facilities.	Y
9	11/02/2009	GP 1-08.8 / pg 156	Section 1.08.8.1 states that WSDOT will not grant a time extension for "Unsuitable Weather." We request this language be amended to state "unusual weather is grounds for a time extension."	The Design-Builder should anticipate extreme weather at the project site. Events determined to be acts of God are addressed in Section 1-07.13.	N
10	11/02/2009	GP 1-08.8 / pg 156	WSDOT stated in one of our meetings that they intended to modify the liquidated damage section for this project. We request this section be amended to lower the liquidated damages to $10,000 per day, and to set a cap on the damages at $10 million.	Section 1-08.9(1) will be modified in Addendum 10 to reflect the change in the calculation of Liquidated Damages. WSDOT declines to cap the limit of Liquidated Damages.	Y

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11	11/02/2009	GP 1-08.9(1) / pg 158	GP 1-08.9(1) allows WSDOT to recover its "actual direct costs incurred as the result of Design-Builder's delay in achieving Completion beyond 120 days after Project Physical Completion, including "personnel costs, administrative costs, consulting fees and overtime expenses." These costs are difficult for Design-Builder to quantify and price for contingency. Please amend to provide a liquidated damages amount for each day after 120 days caused by Design-Builder's delay until Completion. [This amount would be a reduced LD amount reflecting a good faith estimate of a per diem of the underlined costs and expenses.]	Liquidated damages assessed after the Completion date will be only those costs identified as direct engineering and related costs that have been incurred by WSDOT. The direct engineering and related costs are defined as office engineering and staff time charges plus any vehicle, travel pay, per diem, or other charges specifically connected with the delayed contract completion. Engineering costs such as Regional or Headquarters Office staff which would have been incurred by WSDOT under normal conditions would not be included in the determination of direct engineering and related costs. The amount of these charges is significantly less than the LD's assessed for not achieving Project Physical Completion by the required date.	N
12	11/02/2009	GP 1-08.9 / pg 158	GP 1-08.9 – Please clarify that liquidated damages will be the sole remedy for delay for Project Physical Completion and, if Question 1 is amended, for Completion.	WSDOT reserves the remedies provided in the Contract to address delays up to, and including, termination of the Contract.	N
13	11/02/2009	GP 1-08.8 and .9(1) / pg 156-159	GP 1-08.8 and .9(1) – We are concerned that the possibility of unlimited damages and potential for consequential damages cannot be quantified and will require significant contingency to be added to the contract price, resulting in less value to the owner. Please amend to provide a cap on liquidated damages and a waiver of consequential damages. We propose a cap on liquidated damages of 10% of the contract amount.	WSDOT declines to cap the limit of Liquidated Damages.	N

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14	11/02/2009	GP 1-05.16(1) / pg 57	GP 1-05.16(1) – The last bullet point requires the Design-Builder to warrant that "The Project has been constructed so that it can be used for the intended function." This requirement is subjective and is open for broad interpretation as to the definition of "intended function". If the project is constructed in accordance with the specifications, the warranty obligations should be based on that standard. We request the language be amended to state "the Design-Builder will construct the Work in conformance with the specifications in the Contract Documents, free of defects and of the quality specified in the Contract Documents."	The intended function of the project is defined in section 2.1.1.4 Purpose. The SR 520 Pontoon Construction Design-Build Project is needed to shorten the time required to replace the floating portion of Evergreen Point Bridge if it were damaged beyond repair in a major windstorm and closed to traffic. Having new pontoons ready and available for bridge replacement is key to restoring the bridge and maintaining the regional transportation system in a timely manner.	N

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15	11/02/2009	Q&A #5 Questions # 86 & 87 GP 1-02.1, 1-03.5 and other applicable sections as determined by WSDOT	In Q&A #5, question 86 and 87, WSDOT has clarified that if pontoon Option A is used by Design-Builder that "Design-Builder can rely on the WSDOT designs stamped by WSDOT Professional Engineers". In as such, WSDOT is appropriately taking responsibility for its design. However, General Provisions 1-02.1 contradicts the WSDOT's Q&A responses on this matter. 1-02.1 states "The Design-Builder's warranties and indemnities hereunder cover errors, omission, inconsistencies and other defects in the Project, even though they may be related to errors, omissions and inconsistencies and other defects in the Conceptual Design…" Further ITP Section 1-02.1 states that "no field explanations or interpretations provided by WSDOT at any meetings, and no comments by WSDOT…shall be deemed, construed or interpreted to (a) amend, supersede or alter the terms, requirements, limitations or meaning of any Contract Document…or (b) release or relieve the Design-Builder from full responsibility for the design of the Project…" Further 1-03.5 states that "WSDOT's final answers to the questions posed during the procurement process for the Contract shall in no event be deemed part of the Contract Documents and shall not be relevant in interpreting the Contract Documents…" Therefore, WSDOT's Q&A responses do not adequately clarify WSDOT's willingness to accept legal and financial responsibility for their design under option A. As such, the requirement that the Design Builder must be entirely responsible for WSDOT's design under Option A, poses an unreasonable risk to all bidders that no amount of contingency could adequately address. Please provide an amendment to the Contract Documents that clearly acknowledges the extent to which WSDOT shall be legally and financially responsible for their design under Option A.	Section 1-02.1 will be modified in Addendum 10 to clarify this issue.	Y

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16	11/03/2009	GP 1-08.9 / pg 158	Page 158 of the General Provisions Section 1-08.9 Liquidated Damages does not provide a cap. The industry standard for a design-build project of this size is 10% to 20% of the total project value. Can WSDOT provide a reasonable liquidated damages cap for this project?	WSDOT declines to cap the limit of Liquidated Damages.	N
17	11/02/2009	TR Pontoons 2.14.5.1.2.1 / Attachment A pg 27-28	Freeze-Thaw Durability: The technical requirements on Page 27, Line 20 state that "The concrete shall not be air entrained". This implies that the concrete is not meant to incorporate any special considerations to make it resistant to freezing and thawing. However, the technical requirements on Page 28, Lines 18/19 state that "Freeze-thaw in accordance to ASTM C 666 (300 cycles, durability factor minimum)". This implies that the concrete should meet a minimum durability factor according to ASTM C 666. Review of ASTM C 666 reveals that ASTM C 666 seems to indicate or be based on a Durability Factor of 60. Non-air entrained concrete will not meet a Durability Factor requirement of 60. In fact, CTL reported that MIX #6 (CFS-6) had a Durability Factor of 16. Is there a Durability Factor requirement for the concrete when tested according to ASTM C 666? If yes, what is the requirement?	There is no Durability Factor requirement for the concrete when tested in accordance with ASTM C 666. Freeze-thaw testing per ASTM C 666 was performed for ACME for comparative purposes only.	N