

Note revised Answer to the following question: Q2 and 22

Delaware Department of Transportation
QUESTIONS AND ANSWERS
T201907402.01

Yellow highlighting = n/a

REHABILITATION OF I-95, 2ND STREET ON-RAMP IMPROVEMENTS NEW CASTLE COUNTY
Friday, November 01, 2019

Q #	Question	Answer
24	Based on the available geotechnical information, some of the micropiles will be bonded into the granite bedrock. Is there any information available on the granite to aid in estimating drilling conditions such as unconfined compressive strength, recovery, or RQD?	Yes. See March 2019 Geotechnical Engineering Report section 3.3 (PDF page 11) for summary of compressive strength test results, section 4.1.4 (PDF page 12) for Recovery/RQD summary, Appendix B (begins PDF page 44) for boring profiles and logs and Appendix C (PDF pages 94-102) for rock strength test report. The March 2019 Geotechnical Engineering Report has been posted to the website.
23	Based on the micropile loads and the available boring information, should we assume that the micropile design intent is to bond into the granite bedrock underlying the project site? Attempting to bond the micropiles into the overlying soils is unlikely to achieve the required design loads.	Intent is to bond micropiles in dense residual soil, weathered rock and rock. See March 2019 Geotechnical Engineering Report section 5.6 (PDF page 20) for discussion. The March 2019 Geotechnical Engineering Report has been posted to the website.

Wednesday, October 30, 2019

22	DelDOT has three jobs bidding 11-5-19. I-95 2ND Street ramp and Chapman Road are both complicated jobs. We understand the 2ND Street job is more time sensitive since it's related to the I-95 rehab job. We are requesting that DelDOT not bid both bridge jobs on the same day.	<p>The bid date will not be changed. The Chapman Road project was originally scheduled to be bid on 10/22/2019 and I-95, 2nd Street was originally scheduled for 10/29/2019, therefore, the extended time should have no detrimental effect on the bidders.</p> <p>It is in the Department's best interest to open bids on the Chapman Road Bridge and I-95 2nd Street Improvements projects on different dates, so the bid opening date for 2nd Street has been moved to November 14.</p>
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Q #	Question	Answer
21	Item 809005 - Furnish Temporary Impact Attenuators, Non-Gating, Redirective, Test Level 3 has a quantity of 3 in the bid. There is no item for 809001 - Install Temporary Impact Attenuator. How is the installation to be paid?	Item 809001 was added by Addendum No. 3.
20	I don't see these items on the Signing Plans, Details, or Schedule: Item 818003 - Supply Flat Sheet Alum. Sign Panels, Type XI Sheeting 110 SF Item 822001 - Install Sign Panel Overlay 110 SF	The sign overlay is required in Phase 1, shown as "TEMP-1" on CS-103 and CS-301.

Wednesday, October 23, 2019

19	The quantity for item 711021 Installing Sanitary Sewer, DIP, 12" appears to be understated.	DIP within the steel casing is incidental to Item 711503 GUIDED TUNNEL BORING in accordance with Special Provision 711503 - Guided Tunnel Boring. The quantity for item 711021 is the distance from the edge of the bore pit to the manhole.
18	Item 613001 in the schedule of items indicate a quantity of 24,669 SF. Sheet 33 indicates 275,267 SF. Please clarify.	Item 613001 has been revised. See addendum #2.
17	Sheet 30, note 5 indicates sealer to be applied on piers 23 to 26. Are Piers 23,24 and 25 in the contract limits? If so I believe they would be over AMTRAK. Please clarify.	No work will be done over Amtrak. See sheet 31, note #5 in addendum #2.
16	Item 613000 in the schedule of items indicate 417 SF, but on sheet 33 of the plans it indicates 434 SF. Please Clarify.	417 is correct. See sheet 33, addendum #2.
15	Can you please add Item 610009 – Portland Cement Concrete, Class B to the contract as this item is referenced for the steps that are shown on Plan Sheet 28 DT-06?	Item 61009 – Portland Cement Concrete, Class B added. See addendum #2.

Q #	Question	Answer
14	<p>In reference to the No Excuse Incentive/Liquidated Damages for Ramp Closures we request that the following language be removed from the No Excuse clause (see cross out).</p> <p>“...work performed, work deleted, quantity overruns, change orders, supplemental agreements, Extra Work, delays, disruptions, differing site conditions, alterations of plans for character of work, utility conflicts, design changes, design defects or omissions, time extensions, right of way issues, permitting issues, actions of suppliers, actions of subcontractors or other contractors, actions of third parties, strikes, shop or working drawing approval, approval process delays, maintenance of traffic changes, expansion of physical limits of the project to make it functional, weather, weekends, holidays, suspension of the Contractor’s operations, or other such events, forces or factors experienced in bridge and highway construction work.”</p>	<p>See revised No Fault Incentive/Disincentive language in addendum #2.</p>
13	<p>In response to the answer to question 6 regarding shop or working drawing approval times. We again ask that there be a written adjustment to the current specification which allows 45 calendar days for such approvals. With the contractor facing substantial penalties for late completion it seems reasonable to ask to have a special provision with an adjusted review period. If DelDOT feels that 7 Calendar Days is unreasonable then we request that the special provision be written to require shop or working drawing review in 14 Calendar Days</p>	<p>Please see previous response to Q6.</p>
12	<p>In reference to the No Excuse Incentive/Liquidated Damages for Ramp Closures we researched the previous uses of this clause on the FHWA website for SEP-14. The use of the No Excuse Incentive purposely does not include a disincentive clause. Based on the FHWA language and in the spirit of “No Excuse Bonuses” we are requesting that the No Excuse Liquidated Damages language be removed from the contract.</p>	<p>See revised No Fault Incentive/Disincentive language in addendum #2.</p>

Q #	Question	Answer
Tuesday, October 22, 2019		
11	<p>The response to the previous question regarding the “No Excuse Incentive/Liquidated Damage” section of the notes references FHWA SEP-14 and appears to rely upon that as support for the provision. However, SEP-14 is described by the FHWA as “a functional experimental program that may be used to evaluate promising non-traditional contracting techniques” involving alternative contracting methods, historically Design-Build, Cost-Plus-Time, etc. (Reference: https://www.fhwa.dot.gov/programadmin/contracts/sep_a.cfm). This project is using traditional delivery methods. As such, we request the Department either provide the number of days the contractor should anticipate for impacts that are outside their control, revise this provision to excuse delays outside of the contractors control (consistent with the rest of the specifications), or to cap the maximum exposure for damages (similar to the cap on the maximum amount of incentive a contractor can earn).</p>	<p>See revised No Fault Incentive/Disincentive language in addendum #2.</p>
10	<p>Drainage inlet 565 is a cast-in-place structure. Shouldn't this be a separate item?</p>	<p>This inlet will be paid under Item 602003, Drainage Inlet 34" X 24". Reference Section 602, Subsection 602.03.B.2.</p>
9	<p>Could you consider extending the Limit of Construction (LOC) on the corner of 2nd St and Jackson St. that is closest to Ramp D out to the existing curb line of Jackson St? This would aid in the ability to set the MSE wall components as access from the opposite side is limited due to I-95 SB being overhead. The few trees that are marked “DND” are White Pines that are not in great shape to begin with.</p>	<p>LOC adjusted. See addendum #2.</p>
8	<p>If structure excavation is incidental to the MSE Wall Item 607000 and the abutments are contained inside the MSE Wall limits then can you please point us in the right direction to find the 4,478 CY of 207000 – Structural Excavation that is listed in the Quantities Chart on Sheet 156 of the plans for BR1-750?</p>	<p>The correct quantity for Item 207000 should be 5,009 CY – 4,478 CY = 531 CY. See addendum #2.</p>

Q #	Question	Answer
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Monday, October 21, 2019

7	How are the eight proposed sanitary manholes on the Utility Relocation Plan (plan sheet 206) paid? There is not currently a bid item for Sanitary Manholes.	602037 – Manhole, Special. It is a LS item.
6	<p>In reference to the No Excuse Incentive/Liquidated Damages for Ramp Closures we are requesting that a Special Provision be inserted in the contract with language similar to the following:</p> <p>Revise Section 105.04 of the Specifications as follows: Reviewed Working Drawings, initial submittals, and Requests for Information (RFI) will be transmitted to the Contractor within seven (7) Days from the date of receipt by the Department. Resubmittals of Working Drawings or follow up to Requests for Information (RFI) will be transmitted to the Contractor within three (3) Days from the date of receipt by the Department</p>	The Department can issue a limited NTP once the contract has been executed to allow the working drawing and fabrication process to begin. The Department and design consultant are committed to partnering with the Contractor and returning working drawings and RFI responses as quickly as possible. However, it is unreasonable to believe that all working drawings can be returned within 7 days if all of the drawings are submitted at the same time. Likewise, it is unreasonable to respond in 3 days to a resubmission if the original submission had major errors and/or was missing significant information. There are many scenarios that make this request unreasonable. As was stated, we are committed to working with the Contractor to keep the project moving and will do our part to not be an obstacle.
5	Please provide a copy of the construction schedule used to develop the 255 Calendar duration for the Ramp B Closure Work. This is needed to accurately assess the risk associated with the “No Excuse” provisions for the Ramp B closure.	Per the contract requirements, the Contractor is to prepare a CPM schedule and provide updates throughout construction of the contract.
4	Can you please provide the existing structure plans for BR1-748S, BR1-750 and BR1-758?	Existing plans have been posted to the website.
3	Contract Plan Sheet 41 (DM-01) Note 3 mentions the existence of a coring report to determine the thickness of the existing LMC overlay is “included with the contract documents”. Can you please direct us to where this information can be found or upload this information to the webpage?	Please note that the coring report was part the design level inspection report for the entire Viaduct and only the relevant pages are made available.

Q #	Question	Answer
2	<p>Regarding the No Excuse Incentive/Liquidated Damage section of the Prospective Bidders Notes for the 255 day Ramp B Closure, please identify how many days the Contractor is to anticipate for impacts and delays caused by factors that are outside of their control but are nevertheless listed in the notes (ie change orders, extra work, delays, disruptions, differing site conditions, utility conflicts, design changes, design defects or omissions, time extensions, right of way issues, permitting issues, actions of third parties,etc). As these are not factors within the Contractor's control, we cannot reasonably foresee the impact and will need a meaningful response from the Department in order to put forth a responsible bid, especially facing \$10,000/day damages with no maximum limit.</p>	<p>It is crucial for this project to stay on schedule to not impact the I-95 Rehabilitation project to follow. The Department will not accept delays. The No Excuse language is part of Federal Highway Administration's SEP-14 program for innovation and has been used successfully in several other states across the country, so there is no reason to believe it cannot be successfully implemented in Delaware. The Department is seeking a contractor capable of weighing the project risks, properly planning the work activities, and thinking and staying ahead such that potential issues do not become delays. When a contractor bids on a contract, he/she is committing to meet the terms of that contract. The No Excuse clause is a tool to ensure the contractor that is awarded this contract lives up to his/her commitment. It should be noted that many of the items listed in the question, such as right of way and permitting, are not issues related to this project.</p> <p>See revised No Fault Incentive/Disincentive language in addendum #2.</p>
1	<p>Can you please review/update the Special Provision for Item 763599 Field Office, Special II so that electronic equipment (copiers, printers, etc.) and computers (including software) are models and versions that are more readily available in 2019/2020?</p>	<p>Item 763599 will be removed in upcoming addendum.</p>