

**CONTRACT NO. T-668A, CAPITAL PROJECT 0301A  
SCUDDER FALLS BRIDGE REPLACEMENT PROJECT**

**RESPONSES TO CONTRACTOR INQUIRIES SUBMITTED TO THE COMMISSION  
FROM NOVEMBER 2, 2016 THROUGH NOVEMBER 8, 2016  
INQUIRIES BY POTENTIAL BIDDERS**

**NOTE: Responses marked with “\*” indicate revisions to the Contract Documents reflected in the future Addendum.**

**Inquiry 171:** Should Item 9901-2002 be “CLASS 2 TOW TRUCK – ON CALL”?

**\*Response 171:** No. Item 9901-2002’s description will be revised to “TOW TRUCK – ON CALL”. Note that this item will include the Class 1 Tow Truck coverage for the balance of hours not covered by Item 9901-2001, as well as, the Class 2 Tow Truck, and the Ramp Truck for all on-calls. The special provisions will be revised accordingly.

**Inquiry 172:** The contract requires the TTO to provide a Class 2 tow truck or ramp truck for disabled vehicles greater than 20,000 lbs. Can the contract define or provide a description and measurement and payment for a Class 2 Tow Truck and Ramp Truck?

**\*Response 172:** Refer to the Response to Inquiry No. 171.

**Inquiry 173:** Have prevailing wages been determined yet for this project?

**Response 173:** A Project Labor Agreement (PLA) for this Project has been issued under Addendum No. 5. In addition to the PLA, any Project labor excluded from the terms of the Project Labor Agreement remains subject to the prevailing wage provisions. The Prevailing Wage rates will be made available via future addendum.

**Inquiry 174:** Refer to S-36219 Sheet 10 of 36. Please confirm the Abutment 2 stem wall is to receive the Georgetown Ashlar form liner. The first note under “Architectural Finish (Abutment 2 and Wingwalls A & B) mentions form liner. However, none is depicted on the abutment Typical Section as it is for the wingwalls on Sheet 11 of 36.

**\*Response 174:** The notes “ARCHITECTURAL FINISH (ABUTMENT 2 AND WINGWALLS A & B)” on Sheet 10 of 36 in Package A – Part 5 are applicable for Abutment 2 as well. Therefore, the entire height of the abutment 2 stem wall from the top of the footing to the top of bridge seat shall receive the Georgetown Ashlar Stone finish with 1.5” maximum depth.

On Sheet 10 of 36 in Package A – Part 5, in Abutment 2 TYPICAL SECTION, 1½” RELIEF FOR FORMLINER FINISH will be provided on top of the FF ABUT (front face of the abutment) similar to what is shown for the wingwalls in TYPICAL SECTION on Sheet 11 of 36. The location of the Front Face of the Abutment 2 will not be changed. The architectural finish projects 1½” maximum in front of the abutment stem wall.

**Inquiry 175:** With regard to the architectural finish on S-36219 Abutment 2 and wingwalls the notes

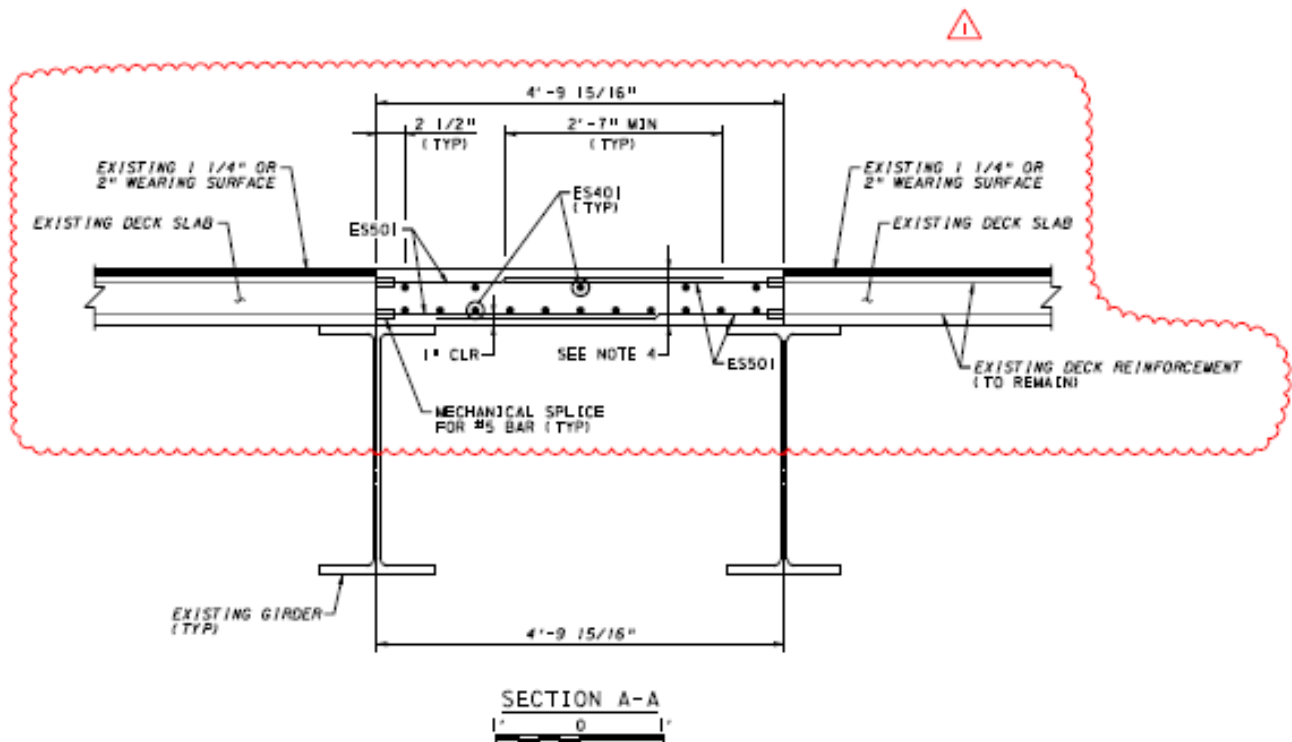
say to use pigmented concrete and apply a stain. It seems unusual that two coloring agents would be used. Please confirm this is the intent.

**Response 175:** Yes, the penetrating concrete stain shall be applied over the pigmented concrete.

**Inquiry 176:** Refer to S-36221 Sheets 8 & 51 and S-36222 Sheets 7 & 48. The typical existing sections show an overlay for the riding surface on the bridge decks. The details for the temporary median decks show matching the existing deck thickness. However, the temporary decks actually need to be thicker to match the grade of the adjacent overlay. Please advise how this grade differential is to be handled.

**\*Response 176: S-36221:** On Sheet 51 of 62 in Package A – Part 5, SECTION A-A will be revised to show the existing wearing surface. The proposed top of temporary deck will be shown at an elevation equal to the top of wearing surface. The 9 1/2" MAX temporary deck thickness presently shown in SECTION A-A accounts for the thickness of the wearing surface. Refer to Notes 2 and 4 on Sheet 51 of 62. Note that the revisions to the temporary deck slab reinforcement will be made to allow for adequate reinforcement bar development.

On Sheet 51 of 62 in Package A – Part 5, the SECTION A-A is revised as follows.



On Sheet 51 of 62 in Package A – Part 5, the Notes will be revised as follows.

## NOTES

1. FOR GENERAL NOTES AND LIST OF ABBREVIATIONS, SEE SHEET NO'S 2 & 3.

2. SURVEY EXISTING ROADWAY SURFACE AT ONE-TENTH POINTS ALONG GIRDERS WHERE SLAB IS TO BE REPLACED AND MATCH TEMPORARY SLAB TO THESE ELEVATIONS.

3. DIMENSIONS GIVEN ARE APPROXIMATE AND SHOULD BE VERIFIED IN FIELD. REINFORCEMENT BARS DETAILING LENGTHS TO BE MODIFIED AS REQUIRED.

4. PROVIDE TEMPORARY SLAB THICKNESS EQUAL TO EXISTING DECK SLAB THICKNESS, PLUS THE THICKNESS OF EXISTING WEARING SURFACE.

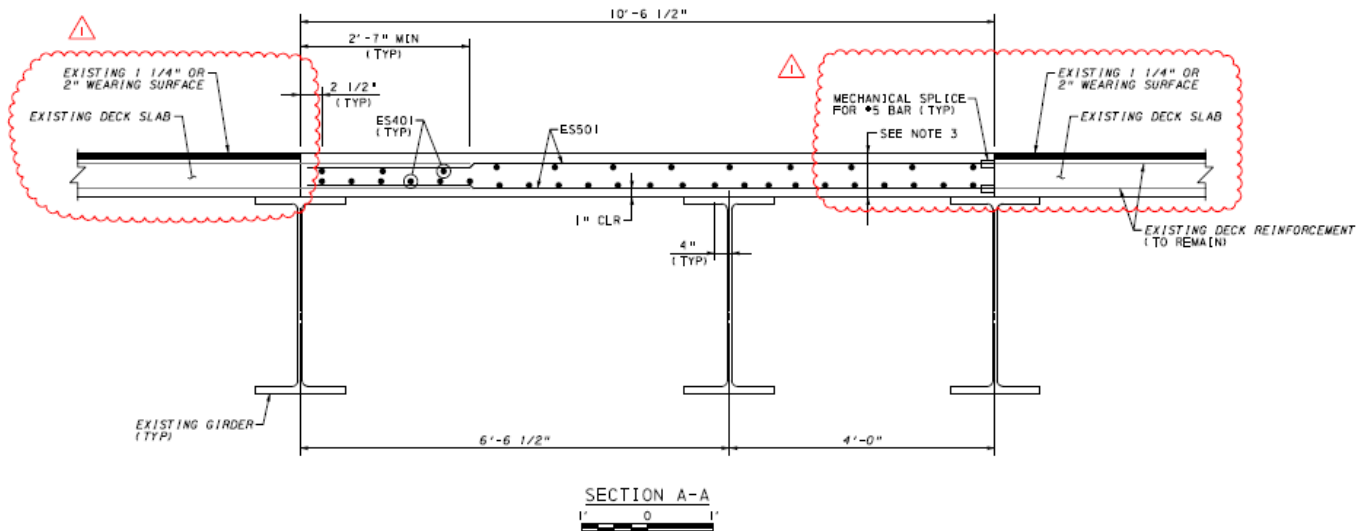
5. "E" PREFIX IN BAR MARKS INDICATE EPOXY-COATED BARS.

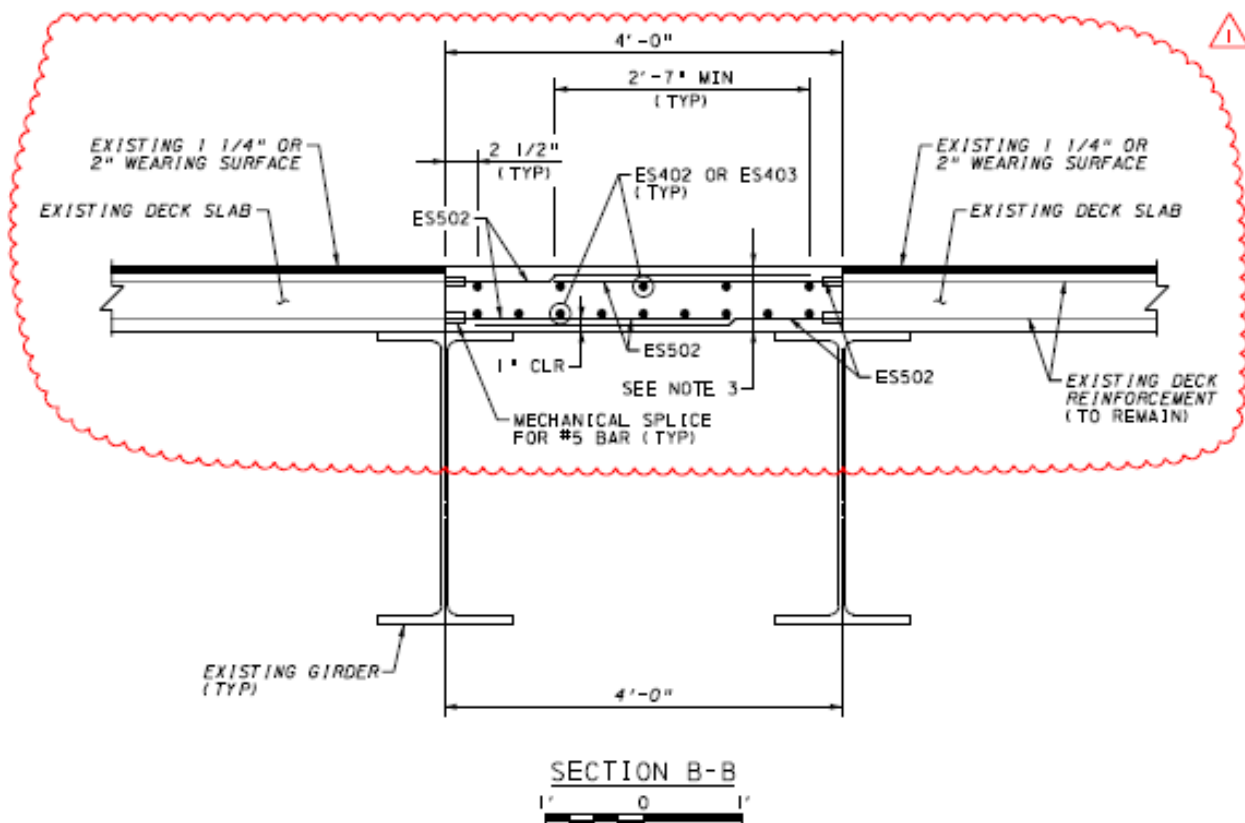
6. COST OF TEMPORARY DECK SLAB IS INCIDENTAL TO COST OF REMOVAL OF EXISTING BRIDGE, S-3542/SI3057 (S-36221).

7. FOR LOCATION AND DETAILS OF TEMPORARY DIAPHRAGM, SEE SHEET NO'S 7 & 8.

S-36222: On Sheet 48 of 62 in Package A – Part 5, SECTION A-A AND B-B will be revised to show the existing wearing surface. The proposed top of temporary deck will be shown at an elevation equal to the top of wearing surface.

On Sheet 48 of 62 in Package A – Part 5, the SECTION A-A and B-B is revised as follows.





On Sheet 48 of 62 in Package A – Part 5, the Notes will be revised as follows.

#### NOTES

1. FOR GENERAL NOTES AND LIST OF ABBREVIATIONS, SEE SHEET NO'S 2 & 3.
2. SURVEY EXISTING ROADWAY SURFACE AT ONE-TENTH POINTS ALONG GIRDERS WHERE SLAB IS TO BE REPLACED AND MATCH TEMPORARY SLAB TO THESE ELEVATIONS.
3. PROVIDE TEMPORARY SLAB THICKNESS EQUAL TO EXISTING DECK SLAB THICKNESS, PLUS THE THICKNESS OF EXISTING WEARING SURFACES.
4. FOR LOCATION OF SECTIONS A-A AND B-B, SEE SHEET NO 47.
5. "E" PREFIX IN BAR MARKS INDICATE EPOXY-COATED BARS.
6. MATERIALS AND WORK PERFORMED TO CONSTRUCT DETAILS ON THIS SHEET ARE TO BE PAID AS PART OF "9018-0052 REMOVAL OF EXISTING BRIDGE, S-3541/S13056".

**Inquiry 177:** The proposal table spreadsheet that is posted to the Commission's website includes Unit Price and Item Price values for Seq Nos. 357-360 and 382-385. Please confirm that we should change these values to "N/A" for the alternate that we are not bidding.

**Response 177:** Refer to Inquiry No. 69 - Insert 'N/A' (not applicable) for the alternate pay items that are not being bid.

**Inquiry 178:** The post-tensioning special provision indicates the tendons shall be in accordance with PTI/ASBI M50.3-12, however without a Protection Level (PL) defined the requirement is meaningless. Please indicate which PL should be provided. Furthermore, it's noted that according to the bid documents metal duct should be used and plastic is not permitted. Please understand that according to M50, PL2 and above use plastic duct.

**Response 178:** Protection Level is specified as 1B on page SP A-245 in Special Provisions Package A, Section POST-TENSIONING SYSTEMS, CONSTRUCTION – (d) Corrosion Protection – Bullet No. 2. Corrugated galvanized metal duct shall be used as indicated in MATERIAL PROPERTIES Note No. 7 on Sheet 10 of 336 in Package A – Part 4 and on page SP A-243 in Special Provisions Package A, Section POST-TENSIONING SYSTEMS, MATERIAL – (b).

**Inquiry 179:** Section 103.04 of the General Provisions, as modified by Addendum No. 3, requires the contractor who is awarded the contract to furnish a Performance Bond in an amount equal to 100% of the contract price and a Payment Bond in the amount of 100% of the contract price. Section 103.04 also provides that each participant in a joint venture is to submit a separate Performance Bond and a separate Payment Bond. The result of this requirement is that for a joint venture composed of three partners, for example, the Commission would receive three Performance Bonds in an amount totaling 300% of the contract price and three Payment Bonds in an amount totaling 300% of the contract price, which is excessive and unnecessary. It would also cause joint ventures to incur higher bond costs, putting them at a competitive disadvantage relative to bidders who are not joint ventures. In addition, one of the reasons joint ventures are typically formed for projects of this size is because the members of the joint venture may not individually have the bonding capacity to pursue the project, but they do have the bonding capacity to collectively pursue the project. Will the Commission modify this bonding provision such that joint ventures are permitted to submit one Performance Bond and one Payment Bond, each in an amount equal to 100% of the contract price, rather than requiring each joint venture participant to submit separate bonds?

**Response 179:** This bonding provision will remain unchanged. Your attention is directed to Contract General Provision SECTION 103, sub-section 103.04 SURETY BONDS for compliance with this requirement.

**Inquiry 180:** Section 110.08(f) of the General Provisions requires the Contractor to furnish a Surety Bond as a Maintenance Bond in a sum equal to 5% of the total contract price. This section also provides that each participant in a joint venture shall submit a separate Maintenance Bond. For the same reasons as set forth above with respect to the Payment and Performance Bonds, will the Commission modify this bonding provision such that joint ventures are permitted to submit one Maintenance Bond in an amount equal to 5% of the contract price, rather than requiring each joint venture participant to submit separate bonds?

**Response 180:** This bonding provision will remain unchanged. Your attention is directed to Contract

General Provision SECTION 110, sub-section 110.08(f) Maintenance Bond for compliance with this requirement.

**Inquiry 181:** In Addendum No. 3, the Commission noted in its Response 21 that individual prime contractors who are parties to a joint venture do not need to be pre-qualified individually in all of the respective work classifications required by the Notice to Contractors. Rather, the Commission noted that the individual pre-qualifications of each prime contractor can be combined in order to meet the contract requirements. The Commission went on to say that individual prime contractors in a joint venture will only be allowed to work on those items for which they are pre-qualified. This limitation, however, would preclude what often occurs with joint ventures, namely, that they hire workers and place them on the payroll of the joint venture. Under that scenario the joint venture entity performs the work of the project, rather than individual prime contractors performing separate portions of the work. With that in mind, will the Commission clarify Response 21 to provide that a joint venture entity that hires workers on its payroll may perform the work of the project, as long as the individual prime contractors who are members of the joint venture are collectively pre-qualified in all of the required work classifications?

**Response 181:** Response No. 21 stands as is. The Contractor/Joint Venture is in charge of the work for which they are pre-qualified.

**Inquiry 182:** Lump Sum Retaining Wall (PA-A) S-36223: Please verify the Precast Wall Panels quantity. Plan quantity = 5820 SF. Our take-off = 10002 SF. It appears the plan quantity may only include the portion of the wall shown on R2-5, and excludes the quantity shown on sheet R2-4.

**\*Response 182:** The area of the precast MSE wall panels for retaining walls PA-A, PA-B, PA-C1, PA-BP, PA-C3, and PA-BM shall be revised as follows.

On Sheet R2-1 of R2-79 in Package A – Part 5, in SUMMARY OF ESTIMATED QUANTITIES table, revise the quantities for the Component Item “PRECAST WALL PANELS” for the Lump Sum Pay Item No. 8621-0003 through 8621-0006, 8621-0008 and 8621-0009 as follows:

- RETAINING WALL PA-A (S-36223): 9700 SF
- RETAINING WALL PA-B (S-36224): 3300 SF
- RETAINING WALL PA-C1 (S-36649): 500 SF
- RETAINING WALL PA-BP (S-36648): 5500 SF
- RETAINING WALL PA-C3 (S-36651): 4500 SF
- RETAINING WALL PA-BM (S-36647): 5300 SF
- TOTAL: 28,800 SF

**Inquiry 183:** As a follow up to Q & A No. 39 it was stated that the Mowing quantity is 34 acres yet the most current excel file the actual quantity that is in the cell is 33.5330578512397 and is being rounded up to appear as 34 acres. Please correct this quantity as required.

**Response 183:** The rounding will be corrected in the “Schedule of Prices” excel working spreadsheet file.

**Inquiry 184:** As a follow up to Inquiry No. 1 and No. 147 it is still not clear whether the final excel file that contains the Schedule of Prices and be electronically filled in and printed out and turned as a part of

the Bid Documents. Can the final excel file be utilized and printed and inserted in the Bid Documents that get turned in in lieu of the final hard copy A pages or do the final hard copy A pages need to be filled in by hand and turned in as suggested by the answers to the above referenced inquiries; please advise.

**Response 184:** To be clear, and as previously stated in other responses, the Commission has provided the referenced excel spreadsheet for the convenience of the bidder only. The excel spread sheet is not to be submitted with the bid in lieu of the 'A' pages.

**Inquiry 185:** The question has been ask several times about PennDOT bid items with the same item number and description having to be bid at the same unit price. The answer to Inquiry 153 give the same answer as answers to previous questions that this is a PennDOT requirement and those like items have to be bid at the same unit price. The answer to 153 also states that this requirement is applicable to pay items in NJ. To my knowledge this is not a requirement of NJDOT and is not stated in any specification; please advise if this is a Commission requirement. Please advise where in the Contract Documents that outline this requirement for NJ pay items.

**Response 185:** Refer to General Provisions page GP-1, which states the following:

**GENERAL PROVISIONS AND SECTION 100 SPECIAL PROVISIONS**

The Delaware River Joint Toll Bridge Commission has revised portions of the Section 100 General Provisions of the Pennsylvania Department of Transportation Specifications Publication 408, dated 2016. These General Provisions, Section 100 of PennDOT Publication 408, dated 2016, and Section 100 Special Provisions included herein govern the construction of all aspects of the Project included in the General Package, and Packages A, B and C of the Contract Documents.

**Inquiry 186:** Addendum No. 4 revised S-36222 Plan Sheet 48 of 62 to add mechanical couplers to transverse median bars due to insufficient lap length available from projecting bars. Won't the same be true of the bars in S-36219 temporary median deck?

4'-9 15/16" c. to c. girders / 2 = 2'-5" minus 1/2" open joint minus 1-1/2" cover = 2'-3" bar projection. 2'-6" lap is required.

**\*Response 186:** See the Response to Inquiry No. 176 above.

**Inquiry 187:** Please reference work restrictions that preclude in-stream water work except for that contained within a cofferdam between March 15 and June 30 of every year within the Delaware River. In consideration of receiving the limited notice to proceed on February 1, 2017 with procurement/fabrication/delivery of trestle material thereafter, it is not likely that trestle work will commence prior to July 1, 2017. Further, to achieve the interim milestone completion date for the SB structure as currently established, the Stage 1 Phase 2 (S1P2) Trestle must be constructed prior to March 15, 2018. As such, the Contractor will be required to construct the Stage 1 Phase 1 (S1P1) Trestle, construct the S1P1 Substructure, construct the S1P1 superstructure (exclusive of deck concrete), remove the S1P1 Trestle, Construct the S1P2 trestle, and construct the in-stream portion of the S1P2 Substructure in 8.5 months. Given the nature of the work involved, this represents an extremely aggressive schedule and imposes an unreasonable amount of risk on the contractor. Stage 2 work will have similar schedule complications resulting from the in-stream restrictions. We respectfully request that additional time be provided to complete the project in consideration of the annual 3.5 month non-work period for in-stream work. Also, please provide the Commission's schedule showing how it intended to complete the work

within the time provided.

**Response 187:** The Commission will not provide a copy of the schedule, and is intent on holding the Project Milestone Dates included in the Contract Special Provisions and as modified in response to inquiry 109 included in Addendum No. 4.

**Inquiry 188:** Please provide all Environmental Permits so that the contractor can fully understand all restrictions and how it can access the various aspects of the work.

**Response 188:** See Responses to Inquiry No. 115 and Inquiry No.116 posted in Addendum No. 4.

**Inquiry 189:** Section 103.04 Page GP-12, second paragraph, requires each participant in a Joint Venture to provide separate Performance and Payment Bonds. We are being advised by our Surety that this is not the method used for providing Joint Venture Bonds. The Performance and Payment Bonds are issued in the name of the Joint Venture and the Bonds cover the entire contract. Please revise this specification.

**Response 189:** See Responses to Inquiry No. 179 and Inquiry No. 180.

## **END OF INQUIRIES**