DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION 110 WOOD AND GROVE STREETS MORRISVILLE, PA 19067

CONTRACT NO. TTS-723A ON CALL BEAM GUIDE RAIL AND ATTENUATOR REPLACEMENT

ADDENDUM NO. 1

This **Addendum No. 1** gives additional information in connection with **Contract No. TTS-723A** and is hereby made a part of the Contract. This Addendum is to be signed by the Bidder and this **Page AD1-1** is to be attached to the bid proposal.

This Addendum includes pages AD1-1 through AD1-10 and all associated attachments and is hereby accepted and agreed that it shall become part of the Contract No. TTS-723A Documents.

(CONTRACTOR'S NAME)
BY:
ATTEST:

CLARIFICATIONS TO CONTRACTOR QUESTIONS

Note: The following statements which are in response to contractor questions are hereby made a part of the contract requirements.

 Would you please confirm whether bidders should base proposals for this contract on MASH or NCHRP-350 standards for guide rail and crash cushions? It's our understanding that NJDOT (and likely PennDOT) will be transitioning to the newer MASH standards in the near future and there are cost impacts associated with the change.

Answer: Bids to include the cost to incorporate MASH standards. A Separate line item is being added for a Vertical Transition to the existing NCHRP-350 rail element per NJDOT's latest Construction Details CD-609 series

- 2. Will Prime contractors be considered eligible to fulfill the 25% participation target shown on page GP-20 of the contract documents, provided that said contractor is a certified IBE?

 Answer: Yes
- 3. Under what item should Insurance Costs be included? Due to the completely "If & Where Directed" nature of this contract it's not possible for bidders to distribute this cost across the existing bid items with any degree of certainty it will be recovered, therefore we suggest the creation of a new item to cover this cost.

 *Answer: A separate line item is being added to the schedule or Prices with this Addendum. Bidders are required to use the attached Schedule of prices while submitting their Bids.
- 4. Would the Commission please consider removing the preset price for Item #1 Performance and Payment Bond? Again due to the completely "If & Where Directed" nature of this contract, it is not possible for bidders to distribute any additional cost across other pay items, with any degree of certainty it will be recovered, in the event that the preset amount is not adequate to cover the actual cost of the P&P bond or other expenses. And it is a potentially significant cost.

Answer: No. Performance and Payment Bond preset amount is being increased to \$20,000 in the attached revised Schedule of Prices.

CHANGES TO THE TECHNICAL SPECIFICATIONS

Note: The following specifications as originally issued (as 11/14/17 Bid Set specifications) are modified as indicated below and these revisions are hereby made a part of the contract requirements.

- REVISE SCHUDULE OF PRICES SECTION OF THE PROPOSAL, Page A3: ITEM No. 1 Performance and Payment Bond preset Unit Price and Item Price being changed to \$20,000.
- 2. REVISE SCHUDULE OF PRICES SECTION OF THE PROPOSAL, Page A6: ITEM No. 45 MASH TO NCHRP-350 Transition Bid Item being added.
- 3. <u>REVISE SCHUDULE OF PRICES SECTION OF THE PROPOSAL, Page A6:</u> ITEM No. 46 Insurance Bid Item being added.
- 4. REVISE SPECIAL PROVISION SECTION, Page SP-11:

Measurement and Payment: Delete first Paragraph in its entirety and replace with: "The cost of the Performance and Payment Bonds, permits, and/or any other expenses required shall be included in the Performance and Payment Bond Bid Item. The cost of Insurance shall be included in the Insurance Bid Item."

LIST OF ATTACHMENTS

Contract Drawings:

- 1. PROPOSAL SECTION Pages A1 to A-7 Dated November 27, 2017.
- 2. SPECIAL PROVISION Page SP-11

DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION ADMINISTRATION BUILDING 110 WOOD AND GROVE STREETS MORRISVILLE, PA 19067

CONTRACT NO. TTS-723A ON CALL BEAM GUIDE RAIL AND ATTENUATOR REPLACEMENT

PROPOSAL

Proposer:
Proposer Address:
Prequalification Codes:
Expiration Date(s) of Prequalification Code(s):

This Project includes removal and replacement of Guide Rails and Attenuators based on as needed basis within the Commission jurisdiction in both states of the Commonwealth of Pennsylvania and New Jersey. All work on this project shall be carried out in accordance to either PennDOT for elements located in Pennsylvania or NJDOT for elements located in New Jersey.

Bids for this project were advertised to be received by the Delaware River Joint Toll Bridge Commission at its Trenton-Morrisville Toll Bridge Facility Administration Building, 110 Wood and Grove Streets, Morrisville, Pennsylvania 19067 until 2:00 PM (local time) on Thursday, **December 7, 2017** at which time and place all bids will be publicly opened and read.

For the purpose of preparing progress schedules and estimates for payments to the Contractor, the work to be performed under this Contract has been divided into items, and a quantity for each item has been estimated. Any omission of the mention of any of the work to be performed under each item does not relieve the Contractor from his obligation to complete each and every item for each work-order contracted for as shown on the Standard Drawings or called for in the Specifications necessary to complete the Work. Any item of work called out on the Standard Drawings for each item but not called out in the Specifications, or vice versa, any item of work or detail not called out on the Drawings, but called out in the Specifications, shall be considered the same as if called out in both the Specifications and the Standard Drawings.

A-1

TO THE DELAWARE RIVER JOINT TOLL BRIDGE COMMISSION

The undersigned hereby declare that they have carefully examined the advertisement, and Contract Documents for the project named above; that they have carefully examined the site of the project as provided in the Contract Documents, and that they will contract and guarantee to carry out and complete this project as specified and delineated at the price per unit of measure for each scheduled item of work stated in the Schedule of Prices following.

It is agreed that the issuance of these Contract Documents do not constitute a warranty by the Commission as to the actual site conditions, and that site conditions varying from that indicated in the Contract Documents should be anticipated. It is further understood and agreed that a physical inspection of the site prior to the submission of this proposal is the undersigned's responsibility, and that it is the undersigned's responsibility to notify the Commission, in writing, of any conditions inconsistent with the specifications prior to the submittal of this Proposal. Failure to so notify the Commission constitutes an absolute waiver of any claim for compensation premised upon site conditions, which could have been discovered by diligent observation and inspection. It is further understood and agreed that failure to conduct such an inspection constitutes an absolute waiver of all conditions, which could have been discovered by diligent observation or inspection.

It is further agreed that the Commission does not dictate the labor, materials, equipment, or procedures necessary to accomplish the Work. The undersigned agrees to assume full responsibility for the cost of all labor, materials, equipment, and all other costs necessary to perform the work, whether or not the undersigned anticipated at the time of this Proposal that such labor, materials, equipment, or procedures would be required to perform the work.

It is understood that the TOTAL PRICE stated by the undersigned in the Schedule of Prices is based on the estimated quantities and will control in awarding the Contract. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. It is further understood that the quantities stated in the Schedule of Prices for the various items are estimates only and may be increased or decreased as provided in the Contract Documents.

It is further understood that the prices given herein are to include and cover the furnishing of all materials, the performing of all labor, requisite and proper, and the providing of all necessary machinery, tools, apparatus, and other means of construction; and the performance of all of the above mentioned in the manner set forth, and described herein; and will complete the project named above within the time periods and in the manner defined in the Contract Documents.

CONTRACT NO. TTS-723A ON CALL BEAM GUIDE RAIL AND ATTENUATOR REPLACEMENT

PAY ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM PRICE
1.	PERFORMANCE AND PAYMENT BOND	LS	1	\$20,000.00	\$20,000.00
2.	IMMEDIATE MOBILIZATION - Within four (4) Hours	EACH	10		
3.	SPECIAL MOBILIZATION - Within three (3) Calendar days for Impact Attenuators or Seven (7) Calendar Days for Beam Guide Rails	EACH	10		
4.	MOBILIZATION - Within fourteen (14) Calendar Days	EACH	30		
5.	SHOULDER CLOSURE	DAY	35		
6.	LANE CLOSURE WITH OR WITHOUT A SHOULDER	DAY	35		
7.	REMOVE & REPLACE RUB RAIL	LF	500	4	
8.	RESET W OR THRIE BEAM GUIDE RAIL (SINGLE OR DOUBLE FACE) USING EXISTING POSTS	LF	500	41	
9.	REMOVE & REPLACE NJDOT MODIFIED THRIE BEAM GUIDE RAIL ELEMENT, SPACERS, POSTS, DELINEATORS, AND ALL ANSCILIARY HARDWARE. (SINGLE FACE)	LF	1,200		
10.	REMOVE & REPLACE NJDOT MODIFIED THRIE BEAM GUIDE RAIL DUAL FACE ELEMENT, SPACERS, POSTS, DELINEATORS, AND ALL ANSCILIARY HARDWARE. (DOUBLE FACE)	LF	500		
11.	REMOVE & REPLACE NJDOT W BEAM GUIDE RAIL DUAL FACE ELEMENT, SPACERS, POSTS, DELINEATORS, AND ALL ANSCILIARY HARDWARE (SINGLE FACE)	LF	4,000		
12.	REMOVE & REPLACE NJDOT W BEAM GUIDE RAIL ELEMENT, SPACERS, POSTS, DELINEATORS, AND ALL ANSCILIARY HARDWARE (DOUBLE FACE)	LF	300		
13.	REMOVE & REPLACE NJDOT BEAM GUIDE RAIL END ANCHORAGE	EACH	5		

CONTRACT NO. TTS-723A ON CALL BEAM GUIDE RAIL AND ATTENUATOR REPLACEMENT

PAY ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM PRICE
14.	REMOVE & REPLACE FLARED END GUIDE TERMINAL, FLEAT 350 OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL (NCHRP 350 TL-3)	EACH	5		
15.	REMOVE & REPLACE TANGENT GUIDE RAIL TERMINAL - SKT 350 OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL (NCHRP 350 TL-3)	EACH	5		
16.	REMOVE & REPLACE TELESCOPING GUIDE RAIL END TERMINALS, CAT 350 OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL (NCHRP 350 TL-3)	EACH	10		
17.	NONVEGETATIVE SURFACE, BROKEN STONE – 4 INCH MINIMUM THICKNESS	SY	100		
18.	REMOVE & REPLACE PENNDOT TYPE 2 STRONG POST W BEAM GUIDE RAIL ELEMENT, SPACERS, POSTS, DELINEATORS, AND ALL ANSCILIARY HARDWARE (SINGLE FACE)	LF	500		
19.	REMOVE & REPLACE PENNDOT TYPE 2 STRONG POST W BEAM GUIDE RAIL ELEMENT, SPACERS, POSTS, DELINEATORS, AND ALL ANSCILIARY HARDWARE (DOUBLE FACE)	LF	100		
20.	REMOVE & REPLACE POST EXTRA LENGTH, PENNDOT TYPE 2S, NJDOT 8 FT. MIN.	EACH	10		
21.	REMOVE EXISTING TOLL PLAZA IMPACT ATTENUATOR – ALL TYPES (CONTRACTOR'S PROPERTY)	EACH	15		
22.	FURNISH AND INSTALL NEW IMPACT ATTENUATTOR TAU-II – 8 BAYS (UP TO 48" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	ЕАСН	1		
23.	FURNISH AND INSTALL NEW IMPACT ATTENUATTOR QUADGUARD ELITE – 5 BAYS (UP TO 36" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	EACH	1		
24.	FURNISH AND INSTALL NEW IMPACT ATTENUATTOR QUADGUARD ELITE – 5 BAYS (69" OR 90" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	EACH	1		
25.	FURNISH AND INSTALL NEW IMPACT ATTENUATTOR QUADGUARD ELITE – 7 BAYS (UP TO 36" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	ЕАСН	1		
26.	FURNISH AND INSTALL NEW IMPACT ATTENUATTOR QUADGUARD ELITE – 7 BAYS (69" OR 90" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	ЕАСН	1		

CONTRACT NO. TTS-723A ON CALL BEAM GUIDE RAIL AND ATTENUATOR REPLACEMENT

PAY ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM PRICE
27.	FURNISH AND INSTALL NEW IMPACT ATTENUATTOR QUADGUARD ELITE – 8 BAYS (UP TO 36" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	EACH	1		
28.	FURNISH AND INSTALL NEW IMPACT ATTENUATTOR QUADGUARD ELITE – 8 BAYS (69" OR 90" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	EACH	1		
29.	FURNISH AND INSTALL NEW IMPACT ATTENUATTOR QUADGUARD ELITE – 11 BAYS (UP TO 36" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	EACH	1		
30.	FURNISH AND INSTALL NEW IMPACT ATTENUATTOR QUADGUARD ELITE – 11 BAYS (69" OR 90" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	EACH	1		
31.	FURNISH AND INSTALL NEW IMPACT ATTENUATOR QUADGUARD – 3 BAYS (UP TO 48" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	EACH	1		
32.	FURNISH AND INSTALL NEW IMPACT ATTENUATOR QUADGUARD – 3 BAYS (69" OR 90" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	EACH	1		
33.	FURNISH AND INSTALL NEW IMPACT ATTENUATOR QUADGUARD- 4 BAYS (UP TO 48" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	EACH	1		
34.	FURNISH AND INSTALL NEW IMPACT ATTENUATOR QUADGUARD – 5 BAYS (UP TO 48" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	ЕАСН	1		
35.	FURNISH AND INSTALL NEW IMPACT ATTENUATOR QUADGUARD – 6 BAYS (UP TO 48" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	EACH	1		
36.	FURNISH AND INSTALL NEW IMPACT ATTENUATOR QUADGUARD – 7 BAYS (UP TO 48" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	EACH	1		
37.	FURNISH AND INSTALL NEW IMPACT ATTENUATOR QUADGUARD – 8 BAYS (UP TO 48" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	EACH	1		
38.	FURNISH AND INSTALL NEW IMPACT ATTENUATOR QUADGUARD – 9 BAYS (UP TO 48" WIDE) OR PENNDOT BULLETIN 15 / NJDOT QPL APPROVED EQUAL	EACH	1		
39.	REMOVE & REPLACE QUADGUARD CARTRIDGE ASSEMBLY - ALL TYPES	EACH	30		

CONTRACT NO. TTS-723A ON CALL BEAM GUIDE RAIL AND ATTENUATOR REPLACEMENT

PAY ITEM NO.	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	ITEM PRICE
40.	REMOVE & REPLACE QUADGUARD NOSE ASSEMBLY – ALL TYPES	EACH	10		
41.	REMOVE & REPLACE QUADGUARD DIAPHRAGMS ASSEMBLY - (UP TO 48" WIDE)	EACH	10		
42.	REMOVE & REPLACE QUADGUARD DIAPHRAGMS ASSEMBLY - (69" OR 90" WIDE)	EACH	10		
43.	FURNISH AND INSTALL NEW SMART CUSHION INNOVATIONS, SCII00GN OR EQUIVALENT	EACH	1		
44.	MAINTENANCE BOND	LS	1		
45.	MASH TO NCHRP-350 TRANSITION	EA	100		
46.	INSURANCE	LS	1		
47.	ALLOWANCE FOR UNFORESEEN CONDITIONS	LS	1	\$100,000.00	\$100,000.00

TOTAL BID AMOUNT:	\$		
	Nume	eric	
TOTAL BID AMOUNT:	 		
_			
	Text		

<u>NOTE</u> -The "Total Bid Amount" shall equal the correct sum of all Item Prices listed in the table above.

* Per Page GP-11 a Component Item Schedule is required for designated Lump Sum Bid Item(s).

Accompanying this Proposal is a bid security in the form of a Certified Check or Bid Bond made payable to the "Delaware River Joint Toll Bridge Commission" in the sum of ten percent (10%) of the Total Bid Amount. If the Contract is awarded to the undersigned and the undersigned fails to execute the Contract, furnish the performance and payment bonds or insurance certificates required within the stipulated time for the project, the undersigned agrees to forfeit to the Commission, as liquidated damages and not as a penalty, the difference, not to exceed the amount of this bid security, between the amount specified in this bid and such larger amount for which the Commission may in good faith contract with another party to perform the work covered by this bid; otherwise, the bid security will be returned to the undersigned.

An Individual The undersigned is a Corporation under the laws of the A Partnership

State of	having principal offices at	
	Signature	
	Signature	
	Address	
	Phone No	
	Date	

to construction, the Contractor, the Commission, and the Engineer shall perform a walk-through of the project to record existing conditions. Any damage to the property of the Commission and any other property owner within the project limits by the Contractor's operations shall be repaired to the satisfaction of the Engineer at the Contractor's expense. Each work order and the project will not be considered complete until the above work has been completed and accepted by the Engineer. Cost for demobilization is to be included incidental to each of the mobilization items.

MATERIAL

The Contractor shall furnish all materials and furnishings required for this item. These materials and furnishings will not be considered as a part of the other completed contract items.

CONSTRUCTION

The Contractor shall provide all tools, equipment, materials, labor, and work for the construction and furnishing of the required facilities and services. All work shall be performed in a safe and workmanlike manner.

MEASUREMENT AND PAYMENT

The cost of the Performance and Payment Bonds, permits, and/or any other expenses required shall be included in the Performance and Payment Bond Bid Item. The cost of Insurance shall be included in the Insurance Bid Item.

The Commission will measure and make payment for items as follows:

ItemPay UnitMOBILIZATIONEACHSPECIAL MOBILIZATIONEACHIMMEDIATE MOBILIZATIONEACH