

Attach To Contract Document

New York City Department of Transportation
Division of Bridges
Bureau of Specialty Engineering and Construction
Design Build/Emergency Contracts Unit

REQUEST FOR PROPOSAL

**DESIGN, CONSTRUCTION AND CONSTRUCTION SUPPORT SERVICES
FOR THE REHABILITATION OF THE NORTHBOUND AND SOUTHBOUND
BRUCKNER EXPRESSWAY BRIDGES OVER CSX AND AMTRAK**

BOROUGH OF THE BRONX

**CONTRACT No. HBX1123
PIN 84107BXBR171**

Addendum # 4

December 27, 2007

This Addendum Is Hereby Made Part of the Contract Documents

NOTE:

Attached please find:

1. Addendum No. 4
2. Responses to Questions raised to the Agency and minor technical clarifications
3. Additional drawing of Catenary Clearances
4. Revised Drawing S-4R1
5. Revised Schedule "A" page 186R
6. Acknowledgement Receipt

THE CITY OF NEW YORK
DEPARTMENT OF TRANSPORTATION
DIVISION OF BRIDGES

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PIN 84107BXBR171**

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December 27, 2007

REFER TO: Book 2 Engineering Requirements -Sheet S-4R on page 189 of the technical specifications.

REPLACE: Revised Drawing S-4R in its entirety with page Revised Drawing S-4R1.

REFER TO: Book 1 Administrative Requirements – Section 1.05 Schedule “A” on page 186.

REPLACE: Book 1 Administrative Requirements – Section 1.05 Schedule “A” page 186 in its entirety with Section 1.05 Schedule “A” page 186R.

- Question 1: In Addendum # 3 Question # 4, it is stated that only one lane on the Main Line or one lane on the Service Road in each direction may be utilized at a time. We have not been able to come up with a solution to this MPT scheme. Can the Office of Construction Mitigation relax their regulations?
- Clarification: NYCDOT is currently reaching out to OCMC to discuss this matter; it will be addressed in the next addendum.
- Question 2: We would like to establish a Force Account agreement with AMTRAK and CSXT to discuss conceptual design alternatives with them.
- Clarification: The railroads involved with this contract shall only go into an agreement with the team that is awarded the contract.
- Question 3: Please request that Amtrak provide information that can be included in an upcoming Addendum regarding the future scheduling of all known Amtrak repair, construction, and maintenance work that will be performed either by Amtrak's own forces or by Amtrak's contractors upstream and downstream of the Bruckner bridge site. The scheduling of outages on this project may be affected by outages provided for Amtrak's own projects.
- Clarification: Refer to Addendum 2 Question 2 Clarification in which the Department stated: "Please base your proposals on these new outages. Your Price Proposal must also be based on these new, more generous outages. However, you are also requested as part of your Technical Proposal to clearly demonstrate how your technical approach, delivery methodology and time frames would have to change in the event the railroads do not end up honoring these more generous outages but instead go back to what was originally stated in the RFP. You may use whatever drawings and other means you deem necessary to demonstrate this. In addition, while your Price Proposal shall be based on the new more generous outages and this is what will be considered for selection purposes, we request that you include a letter with your Price Proposal that indicates what the total project cost would have been in the event the new outages were not to materialize but had to go back to the originally stated hours in the RFP. We are including an additional allowance line for demonstrated losses incurred as a direct result of AMTRAK ordered disruptions to the Company's otherwise scheduled and approved work operations. (See Book 2 Exhibit E page 273R)."
- Question 4: Both railroads require the purchase of railroad protective insurance policies for this project. In order for the insurance companies to determine the premiums to be paid by the Contractor for this special insurance, the insurance companies will need to know the number of trains for both railroads during a typical 24-hour period and the typical speed traveled by those trains through the work area. Since this information is not provided in the bid documents we request that it be issued in an Addendum.
- Clarification: The Amtrak trains generally operate at 60 mph; the daily number of trains is 55 (subject to change); on the weekends the number of trains is approximately 65 (subject to change). CSXT trains generally operate at 5 to 15 mph.
- Question 5: The work that we must perform around the Amtrak catenary structures and wires will require Amtrak to provide ET personnel along with conductor flagmen. This work includes activities like the protective shield installation and removal, structural steel removal and replacement, the removal of the concrete encasement from the floorbeams, and will occur throughout the construction schedule. It is our understanding that Amtrak's ET personnel are unavailable for this project until the completion in the second half of 2010 of their Catenary Modernization program. Delaying the Bridge work until 2010 will have substantial impact on the cost of labor, materials and supervision. If you need it, we can provide the contacts at Amtrak who have provided us this information. Please let us know whether Amtrak will provide the proper personnel to support this project based on starting the removal of the concrete from the floorbeams in the third quarter of 2008 (see the response to Question 43, Addendum 2), or do we need to postpone the anticipated start of construction until after the completion of Amtrak's Catenary Modernization project in late 2010?

- Clarification: NYCDOT does not foresee any delay in the start of our project and your proposals and prices are to be based on a timely project commencement. The reason NYCDOT cannot at this point enter into a detailed agreement regarding AMTRAK ET personnel availability is because the need for such personnel depends on each proposer's approach. Once a company is selected and the proposed scheme and needs are known to NYCDOT, NYCDOT, along with the selected team, will initiate such a dialogue with AMTRAK at the working level. The fact an allowance amount has been allocated for force account expenses and the nature of expenses covered under such account, as clarified in Addendum # 3, Question # 8, is expected to facilitate these discussions. Nevertheless, if these discussions are not fruitful, NYCDOT will immediately elevate the matter at the highest level possible both internally and AMTRAK, and ensure AMTRAK's commitment of staff availability prior to contract award and registration. NYCDOT does not expect any major delay as it is to AMTRAK's benefit to cooperate so that it avoids future closures of the tracks due to falling debris and what may be NYC DOT's unavoidable decision to shut down the Bruckner Expressway bridge(s) in immediate need of repair yet inaccessible to be repaired.
- Question 6: Please define in what item in the Price Proposal we should include the cost of substructure repairs described in the scope of work, Book 2 page 272.
- Clarification: This is a lump sum item for each bridge. The intent was to pay for the above under Items 11 and 24 (see Book 1).
- Question 7: Please define in what item in the Price Proposal we should include the cost of replacing the 12" water line that crosses Bruckner Boulevard.
- Clarification: The Department of Environmental Protection waterline shall be included under Item 15.
- Question 8: Can the 12 inch waterline be moved close to the bridge and constructed in stages while keeping the existing 12 inch waterline in service until the new waterline has been completed.
- Clarification: Yes, you may relocate the waterline. Service must remain as per DEP specifications.
- Question 9: Please define in what item in the Price Proposal we should include the cost of replacing the Con Ed Conduits on Bridge 2.
- Clarification: Cost is negotiated with Con Edison. See Article 78 in Book 1.
- Question 10: In the RFP, Appendix E, the Price Proposal does not include an item for the Structural Steel on Bridge 2. Please provide an item, or confirm that we should include that cost in Item 25, Superstructure.
- Clarification: Include this cost in Item 25, Superstructure. This was the Department's intention – this item was for the complete superstructure cost (might not necessarily be steel girders).
- Question 11: The Existing & Proposed Profiles of the Northbound Service Road and Mainline, in Book 2 on pages 178 and 179 show some significant elevation difference between the existing and the proposed roadways. For the Service Road at the North Abutment the elevation difference is over 7 inches and for the Mainline the difference is almost 13 inches at the South Abutment. Since we have to reconstruct the bridge deck piecemeal, the new deck will be 13 inches higher than the adjacent existing deck; while maintaining traffic on both the new deck and the adjacent existing deck. These proposed profiles have created significant constructability issues. Were you anticipating these elevation differences between the existing and proposed profiles? Our recommendation would be to allow the design / build team to provide a revised profile that reduces these elevation differences. Please advice.
- Clarification: The proposed profiles were not intended to be the actual design profiles. They were prepared in order to verify that the clearances requested by CSXT could be achieved. The DB team can propose a different profile provided that the CSXT clearance is provided. The profiles also assume reconstruction of the approach roadways. It is assumed that some temporary paving was needed between stages; once the deck was finished each approach roadway would receive the final overlay.

Question 12: With regard to the Design Criteria provided on page 5 of Book 2 - Exhibit A – Engineering Support Data, it appears that the existing structural capacity of the Truss Bridge is unknown, although it would also appear that one of the goals of this project is to upgrade the structural capacity of the truss bridge to HS-25 loading. With regard to the design services and construction work required for the rehabilitation of truss bridge BIN #2-07535-1, please clarify that, for bidding purposes, the Proposers are to assume that the HS-25 structural capacity of the truss bridge will be achieved by implementing the scope of work included in the bid documents, and that any additional design services and construction work that may be required to achieve HS-25 loading for the truss bridge is not to be included in the bid proposals.

Clarification: This was answered in Addendum #3 Clarification to Question 6 (BIN 2075351 Rating.pdf).

Question 13: Preliminary Drawing S-1R indicates “Existing Jack Arch deck including roadway, curbs, railings, sidewalks, concrete and stringers to be removed and replaced (Typ.). This last sentence seems to imply that the stringers are also to be replaced. Could you please indicate if you want the contractor to replace the “I” stringer beams in kind? Or, will their replacement be a function of the Design-Build Team proposed design?

Clarification: The stringer replacement will depend upon the Design Build Team and its proposed scheme.

Question 14: In the second paragraph of Page 258 of Book 2, Exhibit B – Technical Specifications, corrosion resistant steel is specified along with some bridge painting. We assume that these specifications pertain only to the new girders for the plate girder bridge BIN #2-07535-2. If so, then the bidding documents do not specify what type of steel is to be used for the deck reconstruction of the truss bridge BIN #2-07535-1. Please clarify.

Clarification: Depending upon the proposers design, the contractor shall use ASTM A709 Grade 50, non-weathering steel painted with the same system specified for the entire structure (Paint System K’).

Question 15: Please clarify whether or not the 8'-0" wide easterly sidewalk at the Truss Bridge - BIN #2-07535-1 is to be rehabilitated, or can it be removed entirely and not be replaced. Note: this is the sidewalk that has been abandoned and is on the left side of the bridge when traveling southbound over the truss.

Clarification: As per Drawing No. S1-R2, replace the sidewalk.

Question 16: We were surprised by your answer to Question 39 in Addendum 2, telling us to remove the concrete inside the bottom chords of the trusses on the SB Bridge. There is no way we are going to get that concrete out unless we remove the lattice that laces the C Channels together and we won't get the concrete out where the other truss components frame into the bottom chord. Please reconsider your previous answer and limit the concrete removal to the outside of the bottom chord “box” shape.

Clarification: The removal of the concrete inside the bottom chords was so that no concrete debris would fall onto the tracks below. With this in mind, removal of the concrete between the bottom chords would not be necessary provided that a permanent screen or other suitable device be placed to prevent any debris from falling.

Question 17: Please confirm that it is not acceptable to use an encapsulating product over the existing red lead painted surfaces, that instead the existing red lead paint must be removed.

Clarification: Yes. All lead paint shall be removed from the southbound structure.

Question 18: Question #44 in Addendum #2, directs the contractor to remove the existing utility conduits believed to be abandoned, quantity and status unknown (refer to contract drawings S-1R, sheet 186 technical specifications). This raises the following Questions:

- A) Do these conduits extend into the roadway at both ends?
- B) Has the (former) owner of these conduits been identified?
- C) How will it be handled if these conduits are determined to contain hazardous material?

Clarification: A) This condition is unknown. If the conduits extend into the roadway, they shall be cut and capped at a convenient location.
B) It is possible that the conduits are part of an abandoned bridge lighting system. See NYSDPW Contract FIBE 66-1 Sheet 73R1.
C) The extra cost associated with such removal and handling will be covered under the incidental repair item.

Question 19: Contract drawing S-4R (Sheet 189 of the technical specifications) provides the existing cross section of the NB Bridge. The beam spacing measured along the bottom is 13 spaces @ 6'-9-1/2" for a total of 88'-2-1/2". The measurements provided along the top for the roadway & sidewalk, starting & finishing from what appears to be the same locations measures 86'-8-1/2"; a difference of 1'-9". Could you please indicate which out to out dimension is correct?

Clarification: See revised cross-section drawing attached (S-4R1.pdf) file

Question 20: Will Amtrak and CSX perform contract and shop drawing reviews simultaneously with NYCDOT reviews? Or will contract & shop drawings need to be already reviewed by NYCDOT before the respective railroads perform their reviews?

Clarification: All entities will perform simultaneous reviews to expedite the project.

Question 21: The railroads require review and approval of the Contractor's work plans over their tracks. Presently, the bidding documents do not provide any commitment by the railroads to promptly review the Contractor's work plans. If these reviews and approvals are not performed quickly and with a high priority, the Contractor's schedule will be placed in jeopardy. From our perspective, as long as the railroads provide clear information to the Proposers regarding temporary construction clearances, train schedules, outages, de-energization of catenaries, (as requested above), and the Contractor's work plans are signed and sealed by a PE, then the railroad's review and approval process should be performed quickly and routinely. Therefore, in order for the Proposers to plan their Schedules and prepare their Technical and Price Proposals, the NYCDOT should obtain an agreement from the railroads that they will complete their review and approval of the Contractor's Work Plans and other submittals within a reasonable time frame.

Clarification: See clarification to Question 20 above.

Question 22: This project includes the disposal of various contaminated materials generated during the bridge rehabilitation work, including lead paint, which is a hazardous waste. However, the list of required insurance that is provided in Schedule A, on page #184 of Book 1, does not include Pollution/Environmental Liability Insurance even though Pollution/Environmental Liability Insurance is described in Paragraph 28.17 of Article 28 – Insurance (see page #111 of Book 1), and even though Amtrak's Insurance specifications, on page 334 of Book 2, requires Contractor's Pollution Liability Coverage to be provided. Therefore, please clarify whether or not the Contractor is required to provide Pollution/Environmental Liability Insurance for this project.

Clarification: Pollution/Environmental Liability Insurance is required for this project. See revised Schedule "A" in Book 1 - page 186R.

Question 23: Reference is made to Exhibit E, page 272-R of Book 2, where it states that proposers are to assume... 1,800SF of surface repairs (**4' Deep**). Is this correct?

Clarification: No. It is a typographical error and should read 4" (4 inches).

Question 24: When analyzing the existing abutment for stability during construction, should we use active or at-rest lateral pressure coefficients?

Clarification: This is a design matter to be determined by the Design Build Team's design engineer.

Question 25: Reference is made to Exhibit E, page 272-R of Book 2, it indicates to "Remove soil from the bridge seats of both structures..." Could you please confirm if all the soil to be removed is in the bridge seat or some of it is in the ground? If in the ground, is track ballast replacement anticipated?

Clarification: All soil to be removed is from the bridge seat and track ballast replacement is not anticipated.

Question 26: Are we allowed to submit 11" x 17" Z-folded sheets in our technical proposal for plan sets and/or organizational charts?

Clarification: Yes.

Question 27: Please clarify whether or not this project has a "Buy America Clause".

Clarification: The answer is no. City funded contracts are NOT SUBJECT to "Buy America Clause".

Question 28: Based on Addendum 2 the Technical Proposal is due on January 15th. Based on that date please provide the dates for the oral presentations and price proposal due date.

Clarification: Oral Presentations should be scheduled for the second week in February while the Price can be submitted up to two weeks after, just in case clarification via addendum is necessary after the Oral Presentation.

Question 29: Article 53 – Approval by Art Commission, on Page 139 of Book #1 states that the design of all bridges and approaches shall be submitted to the Art Commission and shall be approved by the Art Commission prior to the performance of the work, and that final payment shall not be due or payable until the Art Commission certifies that the design was approved by the Art Commission and that the design was executed in accordance with the submitted design. Please note that the Art Commission was not listed in paragraph 10.1.12 on page 83 of Section 1.03 of Book 1 as one of the agencies that needs to review and approve of the Contractor's design

Clarification: This project does not need Art Commission approval.

Question 30: Please clarify whether or not the Contractor can provide a Maintenance Bond in lieu of the 1% Cash Deposit that is mentioned in Article 30 of Book 1 for the one year guarantee period.

Clarification: No. The 1% may cover items that a Maintenance Bond does not cover, such as the contractor's obligation to complete punch list items so that the scope is fully delivered.

Question 31: Please clarify the time period (number of calendar days) that it will take for the Contractor to be paid on this project in accordance with the Prompt Payment provisions, from the time that the Resident Engineer approves the amount of the Contractor's Invoice. Is this time period 30 calendar days for regular progress payments and 60 calendar days for change orders?

Clarification: It is 30 days for both. Please keep in mind you may present regular progress payments simultaneously with CCR payments for the same period of time.

Question 32: Can the Design/Build Team continue the design and obtain approvals beyond the 6 months duration specified in the RFP, assuming the elements being designed and which require approval does not prevent the Contractor from mobilizing at the end of the six months design period? For example, the MPT design and approvals from OCMC will have to be obtained during the design to ensure that the Contractor can mobilize at the end of the six month design duration. However, the permanent striping plan does not need to be finalized until we are almost done with construction.

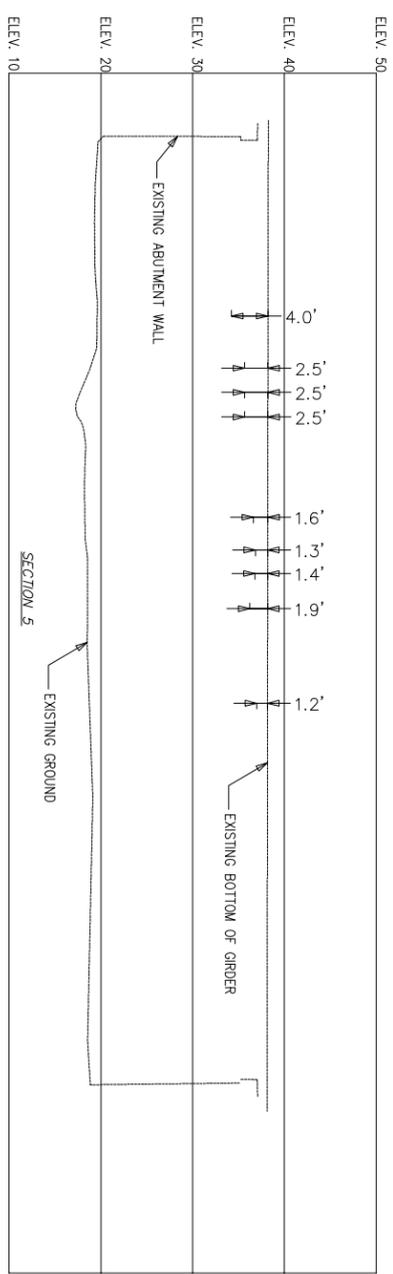
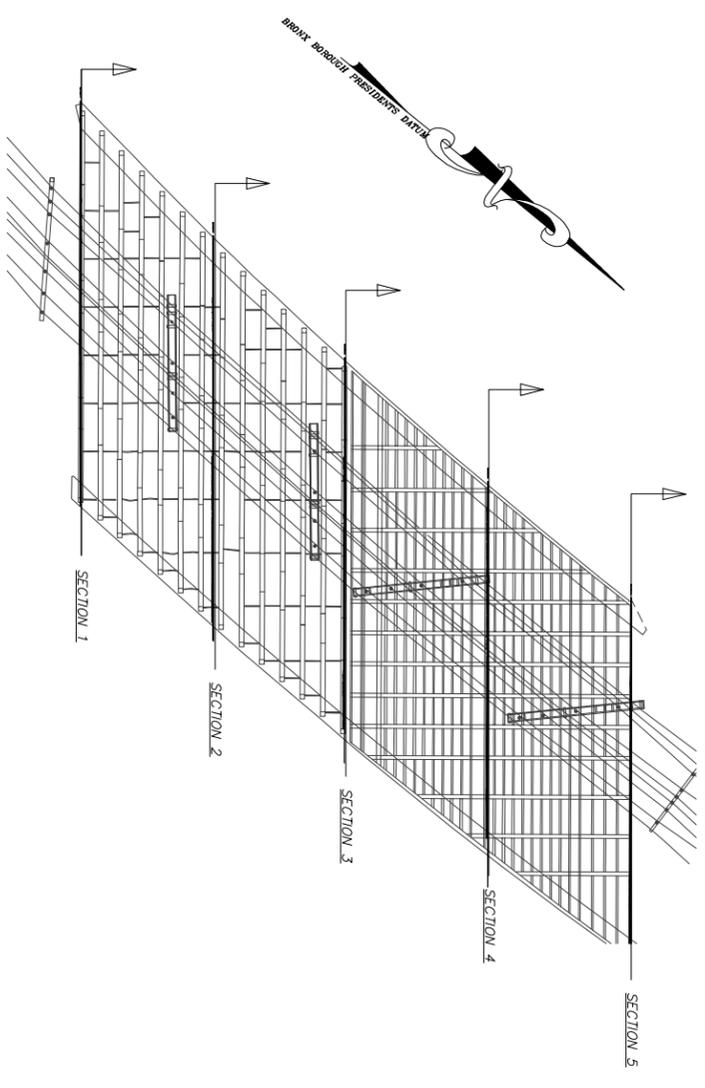
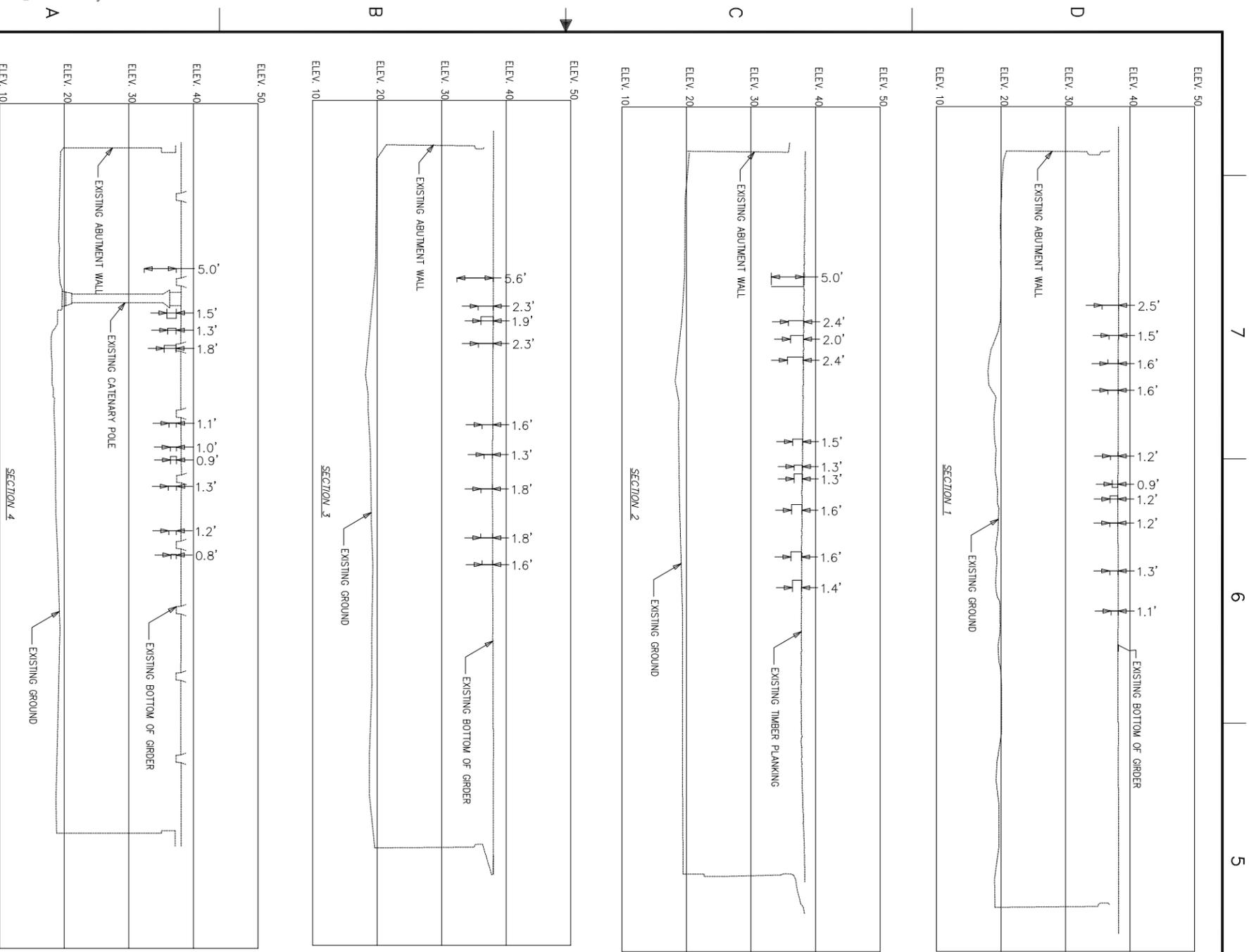
Clarification: Yes. This is the concept of Design Build.

Question 33: When the track outage specifications state that the outage will be for 5 hours please clarify whether or not the Contractor will have 5 hours of net usable track time, or will the net usable track time be a period less than 5 hours due to Amtrak and, or CSXT protocols? Please clarify.

Clarification: Assume the net usable time will be less than five hours.

Question 34: We wish to confirm that when Amtrak states that they will provide single or double track outages that both catenaries will be de-energized during the entire length of the outage.

Clarification: Assume that both catenaries will be de-energized at the same time.



NOTES / REFERENCES

1. SURVEY DATUM IS THE BRONX BOROUGH PRESIDENTS DATUM.
2. INFORMATION SHOWN HEREON BASED ON FIELD INSTRUMENT SURVEY (HIGH DEFINITION 3-D LASER SCANNING) PERFORMED DURING NOVEMBER 2006, BY MEDINA CONSULTANTS.
3. DIMENSIONS SHOWN ARE THE DISTANCE BETWEEN TOP OF CATENARY WIRE TO THE BOTTOM OF STRUCTURE.

CATENARY CLEARANCE DIMENSIONS

CITY OF NEW YORK
 DEPARTMENT OF TRANSPORTATION
 DIVISION OF BRIDGES
 CONTRACT NO. HBESA00D
 EMERGENCY REPAIRS FOR THE
 BRUCKNER EXPRESSWAY OVER AMTRAK & CSX
 BOROUGH OF BRONX B.I.N. 2-07535-2

James F. Steere III
 NY PROFESSIONAL LAND SURVEYOR NO. 60002-1

MEDINA CONSULTANTS
 One Edgewater Drive
 Hackensack, N.J. 07840
 Tel: (908)850-3366

DWG. NO. SCALE: DATE: SHEET NO.

NYCDOT MICROFILM IDENTIFICATION NUMBER
 2-07535-2

PREPARED BY
 IN CHARGE OF:
 DESIGNER:
 DRAFTER:
 CHECKER:

TAMS, AN EARTH TECH COMPANY
 200 Liberty Street
 New York, NY 10281

- (X) Pollution/Environmental Liability Insurance \$5,000,000.00 Per Occurrence
(City of New York including its officials and employees, National Rail Passenger Corporation, and CSX Transportation Inc Added as Additional Insurers)
- (X) Railroad Protective Liability \$2,000,000.00 per occurrence - Amtrak
\$6,000,000.00 aggregate – Amtrak

\$5,000,000.00 per occurrence - CSXT
\$10,000,000.00 aggregate - CSXT

(City of New York including its officials and employees, National Rail Passenger Corporation, and CSX Transportation Inc Added as Additional Insurers)

REFER TO BOOK 2 ENGINEERING REQUIREMENTS EXHIBITS I & J FOR ADDITIONAL RAILROAD INSURANCE REQUIREMENTS

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BOROUGH OF THE BRONX

TOGETHER WITH ALL WORK INCIDENTAL THERETO

I, _____
(NAME AND TITLE)

a duly authorized representative of
(NAME OF PROPOSERS)

Acknowledge receipt of Addendum No. 4 dated December 27, 2007 for the Contract No. HBX1123 for which proposals will be received by 2:00 PM on January 15, 2008.