



STATE OF DELAWARE  
**DEPARTMENT OF TRANSPORTATION**  
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March 24, 2008

Interested Design Builders:

**RE:** Contract No. 26-073-03 Readvertised  
Federal Aid Project No. BRN-S050(14)  
Bridge 3-156 on SR-1 over Indian River Inlet  
Sussex County

Attached is Addendum No. 2 to the RFP for the referenced contract consisting of the following:

1. Twelve (12) pages, Scope of Services Package Response Comment Form, Form RCF- Questions 1 through 40, pages 1 through 12, new, to be added to the Request For Proposal.
2. Two (2) pages, Scope of Services Package, ITP, pages 3 of 25 and 10 of 25, revised, to be substituted for the same pages in the Request For Proposal. (Please Note: The page numbers in the ITP incorrectly state "of 25." The correct statement should be "of 24." There are 24 pages exclusive of the cover and the Table of Contents.)
3. Five (5) pages, Scope of Services Package, ITP Appendix A, pages A-i, A-7, and A-12 through A-14, revised, to be substituted for the same pages in the Request For Proposal.
4. One (1) page, Scope of Services Package, ITP Appendix B, page 4 of 5, revised, to be substituted for the same page in the Request For Proposal.
5. Two (2) pages, Scope of Services Package, ITP Appendix C – Proposal Forms – Form KP, pages 1 of 2, and 2 of 2, revised, to be substituted for the same pages in the Request For Proposal.
6. One (1) page, Scope of Services Package, Contract Documents - Part 1 - Project Scope, page 4 of 6, revised, to be substituted for the same page in the Request For Proposal.

7. Two (2) pages, Scope of Services Package, Contract Documents - Part 1 - Appendix A – Agreement, pages 1 of 2, and 2 of 2, revised, to be substituted for the same pages in the Request For Proposal.
8. Two (2) pages, Scope of Services Package, Contract Documents - Part 2 - DB Section 101, pages 10 of 19, and 12 of 19, revised, to be substituted for the same pages in the Request For Proposal.
9. One (1) page, Scope of Services Package, Contract Documents - Part 2 - DB Section 107, page 32 of 34, revised, to be substituted for the same page in the Request For Proposal.
10. One (1) page, Scope of Services Package, Contract Documents - Part 2 - DB Section 108, page 3 of 11, revised, to be substituted for the same page in the Request For Proposal.
11. One (1) page, Scope of Services Package, Contract Documents - Part 2 - DB Section 109, page 18 of 29, revised, to be substituted for the same page in the Request For Proposal.
12. Two (2) pages, Scope of Services Package, Contract Documents - Part 3 - Appendix A – Bridge Design Requirements, pages 3 of 16, and 12 of 16, revised, to be substituted for the same pages in the Request For Proposal. (Part 3 – Appendix A sequence pages 5 and 14.)
13. One (1) sheet, Scope of Services Package, Contract Documents - Part 6 - Plans, Appendix B – Directive and Indicative Plans, sheet B-03, Typical Sections, revised, to be substituted for the same page in the Request For Proposal.

**NOTE: The changes in the Proposal Schedule in ITP Section 1.51. Many of the dates for submittals and presentations are modified in this Addendum (See Item 2 above).**

Please note the revisions listed above and submit your Proposal based upon this information.

Very truly yours,



John V. Eustis, Jr.

Contract Services Project Manager

:jve, jr.  
attach.

**FORM CRF**

**SCOPE OF SERVICES PACKAGE RESPONSE COMMENT FORM**

Q No.	Part Number	Section Number	Comment(s)	Reserved for Response
Q – 1	Part C	Section 3.5.4	The sidewalk pedestrian load per AASHTO LRFD 3.6.1.6 is 75 psf, which for the Indian River Bridge equates to 900 lbs/ft with a 12-ft wide sidewalk. This loading is approximately 40% greater than the highway lane load and seems unreasonable for a long-span structure. Even applying the live load multiple presence factor of 0.65 for greater than three lanes of live load only reduces the pedestrian load to 585 lbs/ft. Can the pedestrian loading be reduced in accordance with the AASHTO Standard Specifications Section 3.14.1.1 which provides a reduction in the loading for longer span lengths? Using these provisions, the pedestrian loading would be reduced to approximately 28 psf (or 340 lbs/ft) assuming a 950-ft main span length. We understand that the sidewalk would be designed for the worst case of the pedestrian load or the maintenance inspection vehicle load.	The pedestrian loading shall be applied in accordance with the current AASHTO LRFD Bridge Design Specifications. The provision for pedestrian load reduction included in the AASHTO Standard Specifications shall not be applied.
Q – 2	Part A.1 and A.2	Section 4.2	In Section 4.2 Part A.1 it is indicated that “ <i>the superstructure shall be designed as fully prestressed</i> ”, and in Section 4.2 Part A.2 it is indicated that “ <i>the superstructure shall satisfy the allowable stresses for fully prestressed components included in the AASHTO LRFD Bridge Design Specification for both longitudinal and transverse directions</i> ”. This criterion seems primarily applicable to a post-tensioned segmental box girder and implies that the entire deck would have to be designed as a prestressed concrete structure regardless of the high compression in the deck due to the horizontal components of the stay forces. Does this requirement mean that a reinforced concrete edge girder and reinforced concrete deck section would not be allowed without the addition of longitudinal and transverse post-tensioning? It is our opinion	Section 4.2 of the Design Requirements & Performance Specs does not require the use of longitudinal or transverse post-tensioning as long as the superstructure satisfies the allowable stresses required for fully prestressed components in the AASHTO LRFD Design Specifications for both longitudinal and transverse directions. The effect of cable forces on superstructure stresses should be considered in determining compliance with the allowable stresses.

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			that the superstructure could be either a prestressed or reinforced concrete structure provided the design satisfies the applicable limit states in accordance with the AASHTO LRFD Specifications. Please clarify whether or not a reinforced concrete superstructure section without longitudinal and transverse post-tensioning would be allowed.	
Q – 3			Previously we were provided with additional geotechnical information related to the project. The exploration conducted by Mactec for DelDOT in the Phase II data consists of CPT soundings by Conetec. Would it be possible to get a copy of the CPT soundings data electronically in a spreadsheet from or in the Conetec .ecp format?	Raw data files have been included in the Reference Documents. Conetec.ecp file format is not available."
Q – 4	2 Appendix 102A	Prevailing Wage Determinatio n	There are two wage decisions provided. One is dated effective March 15, 2007 and the other is dated effective September 21, 2007. There is a significant difference in the rates for carpenters, ironworkers and laborers. Please clarify which is the correct decision that applies to this project?	DB 102-21 States: “concurrent Federal and State coverage, <u>the employer's minimum wage obligations are determined by whichever standards are higher.</u> ” The State Wage Determination will be replaced by addendum with the wage rates in effect after March 15, 2008. The Federal Determination will be replaced if it changes.
Q – 5	3 Appendix A Performance Spec.	Bridge Design Requirements Paragraph 2.2 References G DelDOT Standard Specifications for Road and Bridge	Will the use of Permanent Steel Bridge Deck Forms and Supports according to Standard Section 602.03 and 602.20 be permitted for this project?	Permanent Steel Bridge Deck Forms shall be permitted for use on conventional beam/girder-supported approach spans. Permanent Steel Bridge Deck Forms shall not be permitted for use within any cable-supported or other complex structure bridge spans. These requirements will be clarified by Addendum.

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Q No.	Part Number	Section Number	Comment(s)	Reserved for Response
Q – 6	3 Appendix A Performance Spec.	Bridge Design Requirements Paragraph 3.0 Requirements E) and Inspection, Maintenance, & Construction Requirements	The Navigational Clearance for the main span is 45'-0" above the MHWL. Paragraph 4.3.1.1 of the Inspection and Maintenance section requires any permanent under deck inspection access system to be located outside the clearance envelope. If an under bridge inspection system is not needed, will the bridge clearance have to accommodate the UBIV? If yes, what is the minimum dimension need for the UBIV to work from beneath the bridge?	No. The clearance requirements do not apply to UBIV activities.
Q – 7	3  6	App. A: 3.1.F  Appendix B, Sheet B-03	Section 3.1.F requires 2'-6" minimum horizontal clearance from any stay cables to the back face of traffic barrier measured at all heights ranging from the top of barrier to 20' above roadway surface. Below the top of barrier the horizontal clearance is 1' -6" for both types of barriers. Sheet B-03 shows only the 2' -6" horizontal clearance above and below the barriers. Please clarify.	The Section 3.1.F requirement for 2'-6" minimum horizontal cable clearance above the top of barrier and 1'-6" minimum below the top of barrier is correct. Directive Plan B-03 will be clarified by Addendum No. 2.
Q – 8	3  6	App. A: 3.1.F  Appendix B, Sheet B-03	Section 3.1.F requires 1' -6" minimum horizontal clearance from any stay cables to the back face of the combined use walkway barrier measured at all heights ranging from the top of barrier to 16'-6" above roadway surface. Below the top of barrier the horizontal clearance is 1' 6". Sheet B-03 shows only the 2'6" horizontal clearance above and below the barriers. Please clarify.	Section 3.1.F and Directive Plan B-03 will be clarified by Addendum to indicate a minimum 2'-6" horizontal cable clearance shall be provided above the top of barrier to a minimum height of 16'-6" adjacent to the combined use walkway barrier(s). A minimum horizontal cable clearance of 1'-6" shall be provided below the top of barrier(s).

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Q No.	Part Number	Section Number	Comment(s)	Reserved for Response
Q – 9	3  6	App. A: 3.1.F  Appendix B, Sheet B-03	The above clearance requirements appear to be for stay cables only. If we meet the clearance requirements for the stay cables, is it acceptable to have the face of pylons directly adjacent to the back face of barriers on the west (i.e. no horizontal clearance between the back face of traffic barrier and face of pylon)?	The referenced clearance requirements are for cable systems only. Non-cable support systems and bridge components may be positioned directly adjacent to the back face of barrier."
Q – 10	3	3.1.G	Please clarify that the sand bypass system utility corridor needs to be provided over the entire bridge length above finished deck level. In other words clarify that DeIDOT requires the corridor to be supported by the deck for the entire 2600' .  Also define accessibility over the entire bridge main span length. Does this refer to the entire cable stayed bridge and not the approach spans, or just the cable stayed main span and not the cable stayed back spans/approaches.	No. The sand by-pass system shall be carried by the mainspan only and extended to ground level at the mainspan supports. Detailed sand by-pass provisions will be provided in an Addendum.
Q – 11	ITP	1.7	States changes to the organization must be made 45 days prior to the Proposal due date. Does this refer to the Technical Proposal or the Price Proposal due date? Please clarify.	45 days prior to the Technical Proposal Due Date.
Q – 12	ITP	2.2.1 2.3.3	States that responses to questions will be in writing and will be delivered without attribution to all Proposers. In the Pre-Bid meeting, reference was made to a process for confidential questions. Please clarify the confidential question process.	The Proposer may use the same Form CF for Technical Concept Questions and Confidential Questions. General questions, such as this one, will be issued via addendum to all Proposers.

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Q No.	Part Number	Section Number	Comment(s)	Reserved for Response
Q – 13	ITP	2.3.3	States that responses to Technical Concept questions will not be considered part of the Contract, but may be considered relevant in interpreting the Contract. The Proposer will necessarily have to rely on the continued validity of responses to questions from the Department in order to develop and price his proposal. How can this reliance be guaranteed in light of this statement? Please clarify.	Technical Concept Question responses will be sent only to the questioning Proposer. The responses may result in a Proposer either accepting the response and incorporating the response into the Proposal, or they may choose to abandon the concept that raised the question. The Department considers the questions as information specific the questioning Proposer.
Q – 14	ITP	2.4	<p>A.) This section relates to submitting Technical Concept questions, and a submittal due date for Technical Concepts. There is no due date for Technical Concept submissions in 1.5.1. Is the Technical Concept Presentation date the due date?</p> <p>B.) Can Technical Concepts be submitted prior to the presentation date?</p> <p>C.) This section also states that questions related to Technical Concepts may be submitted until one week prior to the date of the Final Technical Proposal which does not appear to be consistent with 1.5.1. Please clarify.</p>	<p>A.) Yes, the presentation Appointment date is the “due date”</p> <p>B.) Yes. If the Technical Concepts are delivered prior to the presentation appointment date, they will be kept secure until the presentation.</p> <p>C.) The deadline noted in 1.5.1 is for questions that could result in Addenda. Technical Concept questions submitted in that time frame would necessarily be specific to the concept of the Proposer.</p>
Q – 15	ITP	2.5 2.7	Is a “responsive” proposal which determines the stipend entitlement in 2.7 judged by the “compliant” criteria in 2.5? If so, 2.5.E could make the entitlement of the stipend entirely arbitrary. Please clarify.	Essentially, in order to be “responsive” a Proposal by definition is “compliant.” A “compliant” Proposal may not necessarily be “Responsive.” As with many lists in the RFP, the lists are not, nor could they be exhaustive. The Department will make every effort to insure that every Proposer is given sufficient opportunity to submit a

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Q No.	Part Number	Section Number	Comment(s)	Reserved for Response
				"compliant" Proposal.
Q – 16	ITP	2.8.3 App A – A3.2.A	2.8.3 states the proposal will remain valid for 120 days. A33.2.A indicates 60 days. Please clarify.	ITP Section 2.8.3 will be corrected to 60 days. ITP Appendix A, Section A33.2.A is correct.
Q – 17	ITP	2.8.4 1.5.1	Will the Price Proposals be opened on the Final Cost Proposal Due Date? Will the Technical scores be announced at the same time?	Yes. The Price Proposals will be opened publicly, read aloud, and the Technical Scores and the Final Scores will be calculated and announced at that time.
Q – 18	ITP	App A – A4.2.5	Table A of this section indicates Form 107A is to be included in Volume 2 Section 3 of the Technical Proposal. Section A4.2.3 does not provide any information about this Form. What is the purpose of the Form? Is it evaluated in the scoring? Please clarify.	Form 107A is included in ITP Appendix C. This is the Right-Of-Way Acquisition Form. The form would either be submitted with "N/A" in the parcel cell, or detailed with Right-Of-Way acquisition anticipated by the Design-Build Team. The Department does not expect that additional ROW will be needed by the D-B Teams.

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Q No.	Part Number	Section Number	Comment(s)	Reserved for Response
Q – 19	ITP	App A – A6.2.4.1.B	Sub-part B) states to submit both a summary of the Quality plan and to provide a plan that addresses all components described in DB section 113. Please clarify that only a summary of the plan is expected.	The intent is for the Design-Builder to submit a summary of the Quality Plan that <i>will</i> meet the requirements of DB Section 113. Not, the full plan.
Q – 20	ITP	App A - A4.2.5	States that the minimum requirements for Bridge Security will be provided separately. Please provide.	Will be addressed in by addendum. A4.2.5 and Volume 5 in Table A (Page A-13) deleted.
Q – 21	ITP	3.4.1 App B - B3.0	These references state the escrow documents are to be delivered either 5 business days following the Price Proposal Due date or by the Proposal Due date. Please clarify. B3.0 references Section 1.7.1. Should that reference be 1.5.1?	ITP Appendix B will be corrected by Addendum to reflect the requirements in ITP Section 3.4.1.
Q – 22	ITP Part 1	6.1.1.6 App A Art 1	The Agreement states that the Contract is to be completed on or before December 31, 2011. This contradicts the Substantial Completion requirements of ITP 6.1.1.6. Please clarify.	Article One of the Agreement will be corrected by Addendum.

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Q No.	Part Number	Section Number	Comment(s)	Reserved for Response
Q – 23	Part 1	3.0	The associated element of work required to be performed includes in sub-part I) permanent access to property. It is reasonable to expect known accesses to per accommodated, but unknown accesses that become apparent in the future can not be fore-told and should not be the responsibility of the Design-Builder. Please clarify.	The intent of I) is for the Design-Builder to maintain access to property by temporary means when necessary and by permanent means when the Design-Builder’s Work in complete. Clarified in Addendum No. 2.
Q – 24	Part 1	3.0	The associated element of work required to be performed and described in sub-part V) as “all other” is too broad. This element should be eliminated or specifically defined. Please clarify.	The bridge must be complete in accordance with the Design-Builder’s accepted plans. The list is not an exhaustive due in part to the fact that at this point, the Department does not know what the Design-Builder’s plans will require.
Q – 25	Part 1	App A Art 2	Additional drawings, etc needed to detail the work are to be furnished by the Engineer. By definition, this is the Department’s Chief Engineer. This does not seem to make sense in the design-build context. Please clarify.	In Part 2, DB Section 101-3, “Engineer” is defined as “The Chief Engineer of the Department, acting directly or through an assistant or other authorized representative, such as the Department’s Project Manager, responsible for engineering and administration supervision of the Contract.” For the items referenced, this would be the Department’s Project Manager.
Q – 26	Part 1	App A Art 3	States that the Department may complete the work or take other actions as specified if part of the work is unnecessarily delayed. Please clarify that these actions can only be taken for delays caused by the Design-Builder.	That is correct.

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Q No.	Part Number	Section Number	Comment(s)	Reserved for Response
Q – 27	Part 1	App B	This section appears to be written for a Consultant hired directly by the Department rather than a Design-Builder. Please clarify.	Please refer to page B-i of Part 1 Appendix B, and Section DB 107. The Design-Builder must have E&O coverage in accordance with DB 107-2.2, Insurance
Q – 28	ITP Part 2	1.5.1 DB 102-15 & 16	ITP reflects DBE subs submitted 6 days after Notice of Apparent Successful Proposer. DB102-15 reflects 10 days after Price Opening. Please clarify. Also please confirm that Good Faith Effort documentation is required to be submitted with the Proposal and if so, in which part of the submission.	Section 1.5.1 will be corrected to reflect 10 days after notification of successful proposer status for submission of DBE subcontracts.  The Good Faith Effort is an attachment to the Proposal Certification in the event the Design-Builder can not meet the DBE requirements
Q – 29	Part 2	DB 104-8.1	States that Department-directed changes within the Basic Project Configuration may be ordered without change in the Lump Sum Price or extension of Contract Time if ordered prior to the completion of the Preliminary Design Review. Preliminary Design Review is not defined or its timing provided. If this review is not performed prior to the submission of Proposals, the Proposers will not have the ability to adjust the Proposal according to the change. To perform the change at no adjustment in cost or time is an unfair burden on the Design-Builder. Please clarify.	It's not the intent of the Department to place an undue burden on the Design-Builder.  The Preliminary Design Review is defined in DB 111-9.1
Q – 30	Part 2	DB 105-1	States the Department's Project Manager may suspend Work if Work is being performed in the absence of the Department's qualified Inspectors and that no additional compensation will be paid for the suspension. If the absence of the Inspectors is due to no fault of the Design-Builder, a contract adjustment should be	The intent of this section is to prevent the Design-Builder from doing work at a time when no inspector is available in order to avoid inspection. As long as Work times are scheduled in accordance with Part 2 DB 108-2.1, the absence of Inspectors

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Q No.	Part Number	Section Number	Comment(s)	Reserved for Response
			justified. Please clarify.	would not be the fault of the Design-Builder..
Q – 31	Part 2	DB 109-4.3	This states that no payment will be made for Work until its satisfactory completion. From the definition of Work, this appears to indicate that no payments will be made until all work is complete. Please clarify that this does not preclude monthly progress payments for portions of the Work satisfactorily completed.	Partial payments may be made for satisfactory Work. Substantial Completion is not required for Progress Payments.
Q – 32	Part 2	DB 107-27.5	The disputes review board is intended to be unbiased and impartial. Allowing the Department to always maintain the Chief Engineer as their representative is inherently one-sided and unreasonable considering he has rendered a previous decision to directed the issue to the board to start with. Please consider and clarify.	After the decision of the South District Assistant Director is appealed by the Design-Builder, the Chief Engineer then notifies the Design-Builder of the Chief Engineer’s decision. It is the request of the Design-Builder to go to Dispute Resolution, not the Chief Engineer. At this point the Chief Engineer can reverse the decision of the South District Assistant Director, in which case there would be no need for Dispute Resolution. Or, the Chief Engineer can uphold the decision and then move into Dispute Resolution. This will be clarified in Addendum No. 2.

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Q No.	Part Number	Section Number	Comment(s)	Reserved for Response
Q – 33	Part 2	DB 108-1	Reference is made to consent from the Project Manager. Is this the Department’s Project Manager? This is potentially in other places in the documents as well.	“Project Manager” means the Department’s Project Manager unless specifically identified as the Design-Builder’s Project Manager. This is common throughout the RFP.
Q – 34	Part 2	DB 108-1	States certified copies of subcontracts must be submitted for review and approval. We recognize the Department’s need to verify that required clauses have been included, but the subcontract is between the Design-Builder and the Subcontractor and the provisions should not be for the Department’s approval. Further, these documents are confidential business matters between two private parties and by providing it to the Department, it is no longer confidential and subject to Freedom of Information requests. Please consider and clarify.	We have an obligation to review and approve the subcontracts, particularly DBE subcontracts. We also have an obligation to insure that the Design-Builder does not employ firms or persons on the project that are named as suspended or debarred on General Services Administration’s Excluded Persons List System. Other than DBE subcontracts, prices and dollar values can be redacted.
Q – 35	Part 2	DB 108-2.1	States Work shall not start until methods of construction operations are acceptable to the Project Manager. This contract is governed by performance specifications and not methods specifications. Please consider and clarify.	There are both Special Provisions and Performance Specifications. It was also noted in the Pre-proposal Meeting that if work is being done for which there is a Special Provision, that work must be done in accordance with that Special Provision.
Q – 36	Part 2	DB 108-2.1	States that the Baseline schedule and all monthly updates have to be signed and sealed by a Delaware PE. This is not typical and not standard in the industry. Please consider and clarify.	Changed in Addendum No. 2. Changed to the Design-Builder’s Project Manager.

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Q No.	Part Number	Section Number	Comment(s)	Reserved for Response
Q – 37	Part 2	DB 109-6.2	States the Department’s Project Manager can refuse to pay for any Work with which he is dissatisfied. This authority is too broad. Payment should be made if the work is in conformance with the Contract requirements. Please consider and clarify.	Modified in Addendum No. 2. Changed to apply only to deficient work.
Q – 38	Part 2	DB 113-2.13.2 DB 109-6.1	113.2.13.2 does not necessarily require the Department’s approval of the disposition of every NCR. 109.6.1.D) states payment will not be made for Work covered by an NCR unless corrected and/or resolved to the satisfaction of the Department. These two clauses are inconsistent considering the resolution of a particular NCR may not require the Department’s approval. Please clarify.	109.6.1.D) refers to Work is being done under Force Account. During Force Account Work, the Department will be approving the disposition of all NCRs.
Q – 39	Part 4	Sect 108C	Utility Design/Construction Coordinator is listed as a Key Personnel on Form KP, but is not listed in Section 108C. Please clarify.	The requirement for Utility Design/Construction Coordinator as Key Personnel will be removed by Addendum.
Q – 40	N/A	N/A	We were provided with the longitudinal sections of the fill that will remain on the site, but no transverse cross-section(s) were provided. Please provide transverse cross-section(s) of the fill that will remain on the site.	The complete Plans for the embankment removal work, including cross-sections, are included on Disk 3 under \Proposals\28-073-02 Plans