ANSWERS TO QUESTIONS RECEIVED:
Request for Bids Specification No. TR20-0141F
Tote Track Upgrades

NOTICE TO ALL BIDDERS:

The answers provided here are issued to clarify the intent of the original specification and addendum documents issued for the above project.

ANSWERS TO QUESTIONS RECEIVED:

1. There are no stated liquidated damages, but it appears actual damages could apply (see clause below). Which could be a concern for the bonding company. Can you quantify what the potential exposure, per day, could be if actual damages are assessed? See below. The bonding company may need to run corporate before approving the release of these bid bonds.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns 1 in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

To determine an estimated exposure please use the formula shown in the specifications.

2. Please confirm that a force majeure clause will be in the final contract documents. I was not able to locate the information provided. Could you provide the language that would be used.

Section 1-07.13(1) covers force majeure or acts of god. Language is provided below.
1-07.13(1) General

All Work and material for the Contract, including any change order Work, shall be at the sole risk of the Contractor until the entire improvement has been completed as determined by the Engineer, except as provided in this section.

The Contractor shall rebuild, repair, restore, and make good all damages to any portion of the permanent or temporary Work occurring before the Physical Completion Date and shall bear all the expense to do so, except damage to the permanent Work caused by: (a) acts of God, such as earthquake, floods, or other cataclysmic phenomenon of nature, or (b) acts of the public enemy or of governmental authorities; or (c) slides in cases where Section 2-03.3(11) is applicable; Provided, however, that these exceptions shall not apply should damages result from the Contractor’s failure to take reasonable precautions or to exercise sound engineering and construction practices in conducting the Work.

If the performance of the Work is delayed as a result of damage by others, an extension of time will be evaluated in accordance with Section 1-08.8. Nothing contained in this section shall be construed as relieving the Contractor of responsibility for, or damage resulting from, the Contractor’s operations or negligence, nor shall the Contractor be relieved from full responsibility for making good any defective Work or materials as provided for under Section 1-05.

Previous Questions Answered

3. On page 71, line 34 of the specifications the contractor is instructed to remove existing dead switches and straight rail. The demolition plans show to remove. The track at station 112+00 is not included in the takeoff to remove and replace track; see sheet 10 of plans. Please clarify.

   *This has been corrected in Addendum #1. Please see revised Sheet 10 issued as part of the addendum.*

4. Please confirm that the track centers for this project are 13’, specifically at the crossover.

   *Tacoma Rail measured the track spacing prior to issuing the bid and design was based on this. However, this does not alleviate the contractor’s responsibility to confirm field conditions per the standard specifications.*

5. Page 13 of the plans, there is an asphalt crossing in the crossover. Does that mean the contractor is to weld the joints in the crossover since detail on page 14 states “no bolted joints permitted.”

   *The joint shall be welded as per the specifications with two exceptions. No welding at the frogs and the heel blocks.*

6. On page 82, line 47 states to furnish heavy duty concrete panels. Page 14 of plans shows asphalt at this crossing. Please confirm if this will be asphalt or concrete modular crossing panels.
That was listed in the specifications by mistake and has been corrected in Addendum #1, Change #3.

7. On page 83, lines 13 and 18, the asphalt quantity seems overstated. Please confirm this is the correct tonnage.

The calculation assumes a 10 inch depth of asphalt in case the driveways were constructed under criteria for heavy truck loading. The actual depth of the asphalt is unknown.

Previous Questions Answered as part of Addendum #1.

8. On drawing Sheet 4, there is a turnout at about Sta 111+00 there is a turnout marked with “remove rail”. What is the intent in this area? Are you only removing the rail for a rail relay, or do you also want the switch ties removed?

On drawing Sheet 10, for new work, the only work in this area is shown as 33% tie replacement. So it is unclear what the actual scope of work in the turnout area is to be.

Even if we are only removing the rails and leaving the ties in place, possibly due to be buried under pavement, there should still be a rail replacement item for this area.

The intent is to replace the track in this area and this has been clarified the specifications and drawing sheet 10 has been updated.

9. 2) In the two crossover areas, you show the crossovers as being what I’ll call “Square”, i.e. the end of the work on both sides is at the same station.

Most of the crossover will be on long wood, and that part is obvious. However, it’s unclear what we are to install in areas that aren’t on long ties. Are we to construct new track on 8 foot ties to the limits shown by stationing if it’s not on the long wood?

The intent of the contract is to make the crossover areas fully functional. Therefore, if new track with 8 foot ties is needed within the cross over areas, as shown on the plans, then new track with 8 foot ties will be included in the cost of the crossover pay item.

cc: Chris Storey/PW