ADDENDUM #5

KITSAP TRANSIT
Invitation for Bids
Annapolis Dock Construction
IFB #KT 19-635
May 8, 2019

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Questions Asked and Answers Provided:

Question #1: Drawing sheet NO S4.02 defines gangway member sizes in the section view, many of the member sizes listed are not available. Can we design/build the gangway using member sizes determined by our engineer? We will provide stamped calculations. If yes, what is the defection criteria? Utility loads?

Answer #1: Slight variations from the member sizes are allowed, subject to review and acceptance, accompanied by supporting stamped calculations. The overall layout and geometric dimensions of the gangway, including sight lines, width, hanger and slider ends and transition plates, are designed to meet the project requirements. A minimal utility load, consisting of a lighting circuit, is considered negligible. Seven (7) inches of upward camber at mid span is required to account for dead and live load deflection (L/200).

Question #2: The Project Special Provisions state, "The Contractor is cautioned that all drainage systems, whether open ditch, buried pip or drainage structure, are not on record, and therefore not shown on the Plans. It shall be the responsibility of the Contractor to repair or replace all such systems, whether shown on the Plans or found during construction, which are damaged by the construction of the Project, in a condition which is satisfactory to the Engineer and satisfactory to the Owner." The Project Special Previsions further state, "The Contractor is responsible for the complete repair (including materials) of any utility damage by the work (including signal/traffic loos) whether or not shown on the plans or located in the field. All costs associated with the repair of existing utilities damaged by the work, whether City owned or private, shall be incidental to the Contract and additional payment will not be allowed". RCW 19-122.030 (7) states, "An excavator has the right to receive reasonable compensation from a facility operator for the costs incurred by the excavator if the facility operator does not locate its underground facilities in accordance with the requirements specified in this section". To avoid unnecessary contingencies in bids, please confirm that in the event an unidentified and/or unknown drainage structure or utility is encountered during the course of the work that KT will issue a change order providing additional time and compensation to the Contractor at a mutually acceptable price as required and consistent with RCW 19.122 et seq.

Answer #2: KT will issue a change order providing from reasonable time and compensation in the event that the Contractor damages an unidentified and/or unknown drainage structure or utility encountered during the course of work.

Question #3: Section 6-05.3(11)D of the Special Provisions states that the driving may be hard and that the Contractor shall submit a pile drilling plan to reach tip elevation and ultimate load. What method was anticipated by the Engineer for this? Is jetting of the pile allowed?

Answer #3: Contractor shall determine the means and methods of pile installation, and submit for review and acceptance. The geotechnical information for this project is provided for reference. The permits do not allow pile jetting.

Question #4: Per the projects Civil-Structural plans sheet S2.01/Materials and Construction/Expanded Polystyrene - it requires the EPS to have a maximum absorption of 2.0 percent by volume as tested by ASTM C272 and conform to ASTM D1621. Typical EPS virgin foam typically tests at about 2.6% max absorption. Typical float calculations are based on and take into account the 4% max absorption seen in the industry for the one pound per cubic foot EPS with 5% regrind. Will it be acceptable to change the specification to 4% max absorption and 5% regrind per industry standards.

Answer #4: This is acceptable so long as the float designer takes the variation in water absorption into account in their calculations.

Question #5: "Section 1-04.2 is supplemented with the following:
The complete contract includes these parts: the contract form, bidder's completed proposal form, contract plans, contract provisions, 2018 WSDOT Standard Specifications, WSDOT Standard Plans, addenda, various certifications and affidavits, supplemental agreements, and change orders. These parts complement each other in describing a complete work. Any requirement in one part binds as if stated in all parts. The Contractor shall provide any work or materials clearly implied in the contract even if the contract does not mention it specifically."

"If any part of the contract requires work that does not include a description for how the work is to be performed, the work shall be performed in accordance with standard trade practice(s). For purposes of the contract, a standard trade practice is one having such regularity of observance in the trade as to justify an expectation that it will be observed by the Contractor in doing the work. In case of any ambiguity or dispute over interpreting the contract, the Engineer's decision will be final as provided in Section 1-05.1."

It's incumbent on the design to be clear and constructible, not subjective as this Spec clearly allows, and it is unfair to place adverse risk for design on the Contractor.

The language that states "the Contractor shall provide any work or materials clearly implied in the Contract even if the Contract does not mention it specifically" places excessive risk on the Contractor

for all project Design omissions, conflicts, or errors.

In addition, the verbiage “any requirement in one part binds as if stated in all parts” invites argument when conflicts between documents exist, and it puts Contractors in a position of high risk when Owners and/or Engineers are allowed to be selective or subjective regarding which plans or specs will be utilized on the project.

For these reasons, this verbiage should be removed. If it is not removed, it typically results in Contractors either pulling their bid entirely or providing punitive pricing with contingencies to cover design omissions, errors, and/or conflicts. If removed, it helps both the Owner and the Contractor and eliminates conflict (rather than inviting it).

Answer #5: The primary fiduciary duty of a professional engineer is for public safety and welfare. In this manner the decision is binding since the engineer possess specialized knowledge (no matter who they work for). The benefit to the owner is that performance specification enables some level of innovation or creativity that often reduces cost. This specification places the design burden on a third party engineer who then must meet the standard of care for the work required. If the contractors supplier/engineer for the performance specified system has made a reasonable interpretation of the criteria in the performance spec, any additional requirements imposed after award (beyond that minimum standard of care) are normally compensable as a change order.

Question #6: From one of our pipe suppliers: Due to availability of straight seam or seamless 24” x .750wt, will engineering allow spiral weld pipe?

Answer #6: Spiral weld pipe is acceptable but the following standards will apply:

A. Spiral weld piles shall conform to ASTM A252 with the additions and modifications as detailed within this specification.

1. Manufacturing

1.1. All weld seams made in manufacturing pipe shall be made using complete joint penetration welds per AWS D1.1 (A139, Section 5.2)

1.2. All coils for fabrication shall be “pre-slit” prior to forming, unless otherwise approved by the Engineer.

2. Material

2.1. Minimum yield strength shall be 50ksi

2.2. For the purposes of welding and prequalification of base metal, steel pipe pile designated as ASTM A252 may be treated as prequalified provided that the chemical composition conforms to a prequalified base metal classification listed in Table 3.1 of the AWS D1.1/D1.1M, latest edition, Structural Welding Code, and the grade of pipe piling meets or exceeds the grade specified in the plans

2.3. The chemical composition for the carbon element shall be limited to 0.26% maximum and the carbon equivalency (CE) shall not exceed 0.45 based on the following formula:

$$CE = C + (Mn+Si)/6 + (Cr+Mo+V)/5 + (Ni+Cu)/15$$

3. Dimensions

3.1. The outside diameter shall not vary more than +0.75% from the outside diameter shown on the plans.

3.2. The straightness of the pipe shall not vary more than +1.0% over the length of the pipe.

4. Welding

4.1. All groove welds shall conform to AWS D1.1.

4.2. Skelp Splices - Skelp splices or coil butt splices shall be removed unless the fabricator develops a quality control plan which specifically addresses these splices. The quality control plan shall include ultrasonic testing with a final 100% pass rate on tested welds.

4.3. Radial Offset - The radial offset of welded seams shall not exceed the limitations of AWS weld nor a maximum of 10% of the pipe wall thickness, nor 3/32 of an inch. The offset shall be transitioned with a taper weld and the slope shall be a 4 to 1 transition per AWS D1.1 Section 5.22.3.1

4.4. Defects in welds shall be repaired or the piece rejected at the option of the manufacturer. Repairs of this nature shall be made by completely removing the defect, cleaning the cavity, and then re-welding.

5. Ultrasonic Testing

5.1. Perform 25% ultrasonic testing per API 5L Section E5, AWS D1.1 Section 6, or ASTM A53 Section 9 on all coil welds and splices.

5.2. When repairs are required on a portion of the tested weld: (Caltrans Standard Specifications 49-2.02A(4)(c).2)

5.2.1. Perform UT on the repaired portion

5.2.2. Perform additional UT on untested areas on each side of the repaired portion. The length of additional UT on each side of the repaired portion must equal 10% of the pipe's outside circumference

5.2.3. After the additional 20% of UT is performed, and if additional repairs are required, determine and record the total cumulative repair lengths from all UT. If the cumulative weld repair length is equal to or more than 10% of the pipe's outside circumference, then perform UT on the entire weld.

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Question #7: IFB # 19-635 includes two additional sections on the topic of insurance without deleting the language incorporated by reference of the 2018 Standard Specifications Section 1-07.18. The two additional sections are: (a) Article 2.31 Insurance Requirements (pp 12-14 of 83), and (b) Article 17.00 Insurance Requirements (pp 44-46 of 83). These two Articles are duplicative and in some respects in conflict with one another. Further provisions within Article 17.00, notably the language requiring notice of cancellation or policy changes are internally inconsistent. Please resolve the inconsistencies by Addendum.

Answer #7: The Insurance Requirements are those that are stated in Section 2.31 Insurance Requirements. Section 1-07.18 is deleted. Contractors insurer is to provide Kitsap Transit will all notices of cancellation or changes to insurance during the project.

All other terms and conditions remain the same.

END ADDENDUM 5

Please remember to acknowledge this addendum on your bid sheet.