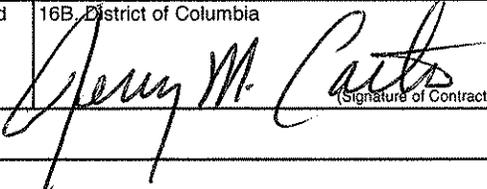


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number DCKA-2008-B-0094	Page of Pages 1 5
2. Amendment/Modification Number 11	3. Effective Date See 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption Rehab. Of New York Avenue Bridge	
6. Issued By: Department of Transportation Office of Contracting and Procurement 2000 14th Street, NW 6th Floor Washington, DC 20009		Code	7. Administered By (If other than line 6) Department of Public Works Office of Contracting and Procurement Reeves Center, 3rd Floor 2000 14th Street, NW Washington, DC 20009	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. DCKA-2008-B-0094
				9B. Dated (See Item 11)
				10A. Modification of Contract/Order No.
				10B. Dated (See Item 13)
Code	Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: (Specify Authority)				
The changes set forth in item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) A CONTRACT AMENDMENT IS NECESSARY TO MODIFY SPECIAL PROVISIONS (SP) AND OTHER ITEMS OF THE SOLICITATION AS FOLLOWS: <p style="text-align: center;"><u>RESPONSES TO QUESTIONS SUBMITTED BY CORMAN CONSTRUCTION, FLIPPO CONSTRUCTION</u> <u>FORT MYER CONSTRUCTION</u></p>				
See Attached				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Jerry M. Carter	
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia	16C. Date Signed
(Signature of person authorized to sign)				7/17/09
			(Signature of Contracting Officer)	

Amendment of Solicitation/Modification of Contract

AMENDMENT NO. 11

CURRENT BID OPENING DATE: JULY 23, 2009

Contract No.: DCKA-2008-B-0094

Caption: Rehabilitation of New York Avenue Bridge

RESPONSES TO REQUESTS FOR INFORMATION (RFIs):

CORMAN CONSTRUCTION

1. Please provide the fixed lump price for the Railroad Catenary item (Line # 40) and please confirm that this value should NOT be included in the basis for calculating minority percentage. **RESPONSE: The Catenary Modifications work will be a bid item (not a fixed price) and should be included in the basis for calculating minority percentage.**
2. Some portions of the micropile special provision indicate the Contractor is responsible for pile test design and some for overall pile design. Who is responsible for the pile design? **RESPONSE: The Contractor is responsible for the design of micropile as well as the pile test.**
3. What is the jet grouting noted in Special Provision 29.C ? **RESPONSE: Type B pressure grout, 75 psi.**
4. Special Provision 29.C.1 references plans prepared by RMA dated 5/18.06. Are these Drawings S25, S26, S29, and S36? **RESPONSE: Remove the entire description and substitute "Jet Grouting shall be Type B pressure grout, 75 psi."**
5. Special Provision 29.E.5 notes epoxy coating on the reinforcing steel, but the drawings do not note epoxy coating. Is epoxy coating required? **RESPONSE: Yes, epoxy coating is required.**
6. Special Provision 29.E.9 on micropile casing states "incorporate an additional 0.0625 inches thickness of sacrificial steel for corrosion protection." The drawings show a casing wall of 0.545 inches, which is a typical size. Is the actual wall thickness to be provided $0.545+0.0625=0.6075$ inch (which is not typical) OR does the 0.545 shown already include the 0.0625 sacrificial? **RESPONSE: The 0.545 inch shown in the drawing includes the 0.0625 inch sacrificial.**
7. Special Provision 29.E.13 mentions smoothing sheathing, but drawings do not show any sheathing. Is plastic sheathing required? If so, where and why? **RESPONSE: Yes. The plastic sheathing is required for the pile reinforcing bar. The Sheathing or Encapsulation is used for the pile reinforcing bar as a double corrosion protection.**
8. Special Provision 29.K.3 states "Dipping is not permitted." Please clarify what this means. **RESPONSE: Delete the words "Dipping is not permitted"..**
9. Per the special provision 29.M.3.1, the allowable deflection the tested micropile at design load is 0.25 inches. We have estimated the deflection of the pile design shown on Drawing S36 to be 0.3 to 0.4 inches considering elastic compression and estimated net settlement required to mobilize bond. Please change the allowable deflection to 0.5 inches. **RESPONSE: No change.**

10. The measurement (Special Provision 29.N) for micropiles says per each while the payment item is per linear foot (Special Provision 29.O). Is measurement per linear foot? If so, is the top of the pile for measurement the pile cutoff elevation or existing grade? **RESPONSE: The measurement and payment shall be in linear foot. The pile cutoff elevation is for measurement. Under Measurement : Change " Micropiles will be measured per each" to " Micropiles will be measured per linear foot".**

11. The borings provided on Drawings B1 through B5 are difficult to read. On Drawing B3, sheet 3 of 5 for Borings B-3 appears three times and Sheets 4 and 5 are missing. Please provide the geotechnical report so all boring logs can be read. **RESPONSE: Reprints of the boring logs are being provided for improved viewing and for where boring logs B3-4 of 5 and B3-5 of 5 were inadvertently omitted from the plans.**

12. In an effort to minimize the impact to the traveling public, it is possible to have a dual notice to precede process. The first NTP is dedicated to the relocation of the Amtrak electrical transmission lines. The second NTP begins with phase 2 TCP plan provided by the owner with the project duration of 564 calendar days to begin with the second notice to proceed. This would eliminate the need for the contractor to prematurely reduce the traffic efficiency of New York Avenue while the electrical work is completed. **RESPONSE: We will be open to this idea or issuing a conditional NTP**

13. A bid item number 0020 was added for the amount of \$3,000,000 (three million dollars). The item detail is as follows" Unassigned special item, LS Force account – railroad companies (Amtrak and CSX). It is our understanding that this item is to be used for flagging and protection and inspection services performed by the Railroads. However the bid item clearly says force account. What other force account is to be performed? There are more railroads that may be affected (WMATA, etc). How are they to be paid for? **RESPONSE: All Railroads (including WMATA)**

14. Please confirm that the statement "all exposed structural steel" in addendum #7 as meaning all structural steel surfaces that are not directly in contact with concrete are to receive the specified paint system; versus a typical paint system for weathering steel that calls for painting "exposed girders" (fascia girders) and beam ends. Additionally, please confirm if approved acrylic paint systems from MDSHA and VDOT (reference section 707.05(C)) will be acceptable for the paint system on this project.

FLIPPO CONSTRUCTION CORPORATION:

Question 1 – Amendment 7 Railroad Catenary, bid item 0040. In Amendment #4 Ft Myers asked the question about who is responsible for the catenary relocation and were answered "The contractor is not responsible for the catenary relocation work. Amtrak will be responsible for that work. DDOT will clarify the payment for the catenary

relocation in an Addendum." In Amendment 6 the same question is asked by Corman with a different answer "The bidder is fully responsible for Amtrak work and a fixed price bid lump sum will be added for this. The subcontractor must be approved for Amtrak work by Amtrak." When will DDOT issue the fixed price for the Railroad Catenary, bid item 0040? **RESPONSE: See Amendment No. 8, Schedule of Items, Page 1RRRR**

Question 1 – Amendment 7 Railroad Catenary. Please clarify if the contractor is responsible, to what extent? **RESPONSE: It was DDOT's intention to to make sure the prime contractor is responsible for this work that most likely will be done by Amtrak. It will be a lump sum item.**

Question 1 – In Amendment 6, Corman asked that a "Construction Lane Closing" or "Maintenance of Traffic" bid item be added. The answer was "This will be considered". Has DDOT arrived at a decision on this subject? **RESPONSE: A construction Lane Closing or Maintenance of Traffic Item will not be added.**

Question 2 – The scope of the existing pier demolition is unclear. Sheet #73 indicates a different limit than Sheet #90 & 96. Is it the intent to remove all of the existing piers per the limits on Sheet #73 or selective demolition per Sheets #90 thru #96. Please clarify? **RESPONSE: All existing piers and crash walls are to be removed to a minimum of two feet below grade as shown on sheet 72. The suggested pier construction shown on sheets 90 to 96 describe the minimum work recommended to construct the proposed piers.**

Question 3 – Amendment 7 directs us to carry the cost for the pedestrian detour as incidental to the Maintenance of Traffic Item. Will this bid item added. **RESPONSE: A Maintenance of Traffic item will not be added. The pedestrian detour is incidental to the traffic control items in the schedule of it Items.**

FORT MYER CONSTRUCTION CORPORATION:

Previously, the following Question was posed, and the following Response by DDOT was provided:

Q. Please confirm any requirements for Railroad Protective Insurance (RRPI) including types and limits of liability, incident in aggregate claims, lost payee, etc.

A. Rail require a \$10M general liability insurance.

After discussions with insurance company representatives and review of the existing proposed Specifications, it appears that "general liability insurance", sometimes referred to as "Commercial General Liability Insurance", is a substantially different type of insurance coverage or Policy than "Railroad Protective Insurance (RRPI)." For example, in Appendix F of the Specifications, Amtrak expressly recognizes these different insurance coverages. Therefore, we seek clarification of the above Response, as set forth in the Questions, below.

In addition, Appendix F specifies the following RRPI Insurance required by Amtrak:

"... limits of liability of not less than \$2 million per occurrence, combined single limit, for Coverages A and B, for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A \$6 million annual aggregate shall apply."

It does not appear that the Specifications contain similar references to specific RRPI Insurance requirements imposed by CSX Rail, or WMATA (Metro).

Specific Questions:

- (1) What are the specific limits of liability and coverages imposed or required by CSX Rail and WMATA (Metro), specifically involving RRPI coverage? **Response: Same amount as Stated in Appendix F or as the current limit requirement of those organizations.**
- (2) Are there any additional requirements imposed by DDOT, outside of those requirements imposed by any of the three rail entities (i.e., Amtrak, CSX, & WMATA), specifically involving RRPI coverage? **Response: Please follow the requirement of contract documents including , SP and the Standard Specification for Highways and structures 2007,section 107.3 for insurance requirement.**