

## Final RFP Questions and Answers 268-287

268. Section 8.3.1.1 states that all Utility fees to be paid under draw down force account on form SP item # 800.04000025. This line item is part of subtotal B that per note 2 drives the MWBE/SDVOB and self-work requirements. Utility work will never contribute to any of these requirements and at this time we cannot quantify force account work. Can this line item be moved down below Subtotal B line item on form SP?

**Answer:** In past Design-Build projects this has never created an issue nor has any Design-Builder made issue of this provision. We do not believe it necessitates a change.

269. Q&A 184C states that the Thruway may add additional bid items or bid forms for situations where mainline gantries are split into two separate gantries for one specific interchange site. To be honest that ship has sailed, we are far into our estimate right now and waiting weeks for possible changes (until Amendment #5 is out) would create a substantial hardship in changing/conforming the estimate to new requirements. If we could just work with the existing forms that would be much appreciated.

**Answer:** We will take it under advisement.

270. Form AAP-10 is currently a locked PDF only allowing 1 page of the form per PDF file. Due to the size of the project and the amount of MWBE/SDVOB's required to be entered onto this form we are requesting an unlocked form or one file that can accommodate multiple pages. Around 40 pages are expected for this form and currently each one is a separate file as we do not have permissions to combine them."

**Answer:** Not sure what the problem is here. As each page is filled out you should be able to save it and then combine them all at the end.

271. The RFP identified locations on the thruway right-of-way to obtain power for the new gantries, but does not tell us available amperage and phasing. I have been talking to the utility owners and they tell me since the power is on the thruway right-of-way they can't help.

I was hoping there was someone with the thruway who could tell me the current service power at the locations of the proposed gantries.

**Answer:** No, you have to ask questions through the designated Authority Representative during the procurement contract. The Authority is not sure that this information could be provided prior to the April 30<sup>th</sup> date.

272. What non-standard/non-conforming features will be included in the Design Approval Document?

**Answer:** The Design-Builder is responsible for reviewing the Design Report. Any non-conforming or non-standard features not addressed in the Design Report, which is being retained within the project limits as defined by the RFP, the Design-Builder has to address within their proposal as per the ITP instructions. The same applies to design exceptions.

273. Interchange 25:

The conceptual design requires a super-elevation at an R=352' of e=8.0%.

Existing super-elevation is approximately 2.5% for a portion of the existing R=702'/329' compound curves. Increasing the super-elevation to 8% and applying runout criteria will raise the two lane concentric ramp from I-90 westbound by 1 foot and create a substandard 7% grade break between the ramp lanes.

The two lane adjacent ramp profile will need to be re-profiled to account for the grade increase creating a new high point and low point on that ramp.

The two lane ramp which is concentric with the new R=352' currently has only partial superelevation of less than 2%, which introduces an inconsistency in design criteria.

The graded outside shoulder will require additional embankment extending past the HB W/OA ROW line as provided by The Authority, impacting the existing drainage system and what appears could be a basin.

Based on horizontal stopping sight distance for the required concrete median barrier and super-elevation, the best design speed that can be achieved is 30 mph for all 6 lanes. The opposite direction ramps are super-elevated at 4% , should this ramp design be consistent with the prevailing geometric controls of 30 mph and 4% max. to avoid potential ROW impacts and permit issues?

**Answer:** Design-Builder is required to meet design standards within the project limits and provide a smooth transition to meet the existing cross slope beyond the project limits. The e=8.0% applies to the full cross section through the horizontal curve. It is the Design-Builder's responsibility to provide a final design that meets the project requirements.

274. Addendum #4 added minimum requirements for Subcontractor Insurance requirements in Part 1, Article 14.3. We request that the requirement for Professional Liability/E&O insurance and Environmental Liability be deleted, since most subcontractors, especially small subcontracts, do not normally carry this insurance.

**Answer:** The Subcontractor Insurance requirements in Part 1, Article 14.3 for Professional Liability/E&O insurance and Environmental Liability insurance will not be deleted.

275. Article 14.1.15) indicates that the CGL, Business auto, Excess, and Environmental policies are to include a waiver of subrogation against the Authority and its agents, officers, directors, and employees. 14.1.18)b requires that the CGL, Umbrella / Excess, Railroad Protective Liability, Business Auto, and Environmental policies are to include a waiver of subrogation against the additional insureds and their respective members, directors, officers, employees, agents, and consultants. These two clauses are somewhat redundant. We would recommend deleting 14.1.15.

**Answer:** Article 14.1.15 will remain as is.

276. Please amend 14.1.18)b to delete (F) which is the reference to the Railroad Protective Liability policy as it is not industry practice to provide waivers of subrogation on an RPL policy. There is one insured, the railroad, and there are no additional insured or waiver endorsements available.

**Answer:** This will be corrected in Amendment #9

277. Please amend 14.2.D as follows: "...The policy shall cover ...and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tools of their agents and employees, staging towers and forms, and property of New York State held in their care, custody and/or control." The equipment of the Design-Builder and its employees' tools should be insured on a Contractor's Equipment policy, not builders risk insurance.

**Answer:** Article 14.2.D will remain as is. This refers to items and property of the Authority, New York State and their agents.

278. What carriers are considered non-authorized carriers that will not be accepted?

**Answer:** The Authority does not maintain a list of non-authorized carriers that will not be accepted. Please refer to Article 14.1.2 for insurance carrier requirements.

279. Article 14.2 E of DB Agreement: Does the Design-Builder have to carrier the professional liability insurance or is Professional Liability insurance provided by design professionals on the team only? Also this paragraph indicates that \$5 million coverage is required for 3 years after project completion; however, 14.4 indicates that \$2 million is required for the warranty period. What amount is required?

**Answer:** The Design-Builder shall maintain Professional Liability insurance required in Article 14.1 with coverages and limits as required in Article 14.2 E, and sub-contractors must meet the same requirements in the coverage and limit requirements provided in Article 14.3. \$5.0 million will be required of the Design-Builder for the warranty period,

and sub-contractors must meet the same requirements in the coverage and limit requirements provided in Article 14.3.

280. Article 14.2 D of DB Agreement indicates that Builders Risk Insurance is required. What amount of coverage is required? Are there specific components that require coverage?

**Answer:** The amount of Builders Risk insurance required is to be determined based upon the contract value of work performed, and include coverage for items outlined in Article 14.2.D (please refer back to this Article for additional detail). All components of the contract require coverage.

281. Since no work will impact a railroad that we see, is Railroad Insurance still required?

**Answer:** Yes, as or if required in accordance with Article 14.2.F.

282. Upon completion of gantry testing, will Builders Risk insurance still be required for the gantries, communication buildings, electrical equipment, etc.? If so, for how long?

**Answer:** Yes. According to Article 14.1, "Except as otherwise expressly provided in Article 14.2, all such insurance shall be in place prior to commencement of work under this contract, and maintained until this Contract is completed and the Authority has accepted all work performed."

283. How long is the warranty period? Once the warranty period is over, do we extend insurance for completed operations and if so, for how long?

**Answer:** The warranty period is 2 years. According to Article 14.1, "Except as otherwise expressly provided in Article 14.2, all such insurance shall be in place prior to commencement of work under this contract, and maintained until this Contract is completed and the Authority has accepted all work performed."

284. Article 14.3 coverage limits for subcontractors: is the contract value in table the subcontractors contract value or value of the overall project?

**Answer:** The subcontractors' contract value.

285. Article 14.2 E indicates that \$5 million professional liability coverage is required for erection plans, demo plans, and temporary works. Would NYSTA consider \$2 million professional liability for this design work? The \$5 million coverage will eliminate the smaller firms that work at a lower fee structure. This will result in increased cost for lift plans and demo plans for this project.

**Answer:** No. The smaller firms, if subcontractors, will follow the requirements of Article 14.3 for coverages and limits.

286. Please clarify the insurance limit obligation for Personal/Advertising Injury Liability.

**Answer:** It is \$2.0 million.

287. With respect to the Commercial Automobile insurance limit obligation of a subcontractor, would a subcontractor be in compliance with the contractual obligation as to Commercial Automobile Liability insurance limit if the subcontractor had a \$1,000,000 limit rather than a \$2,000,000 or \$5,000,000 but did maintain the required Umbrella/Excess limit?

**Answer:** The required limits for General and Auto Liability coverage may be met in combination with an Excess/Umbrella policy per Article 14.3 and Article 14.2 A.