



Bid Questions and Answers Report

Date & Time:

6/9/2021 8:17:29 AM

District Address: District 3 Construction Office, located at 1074 Highway 90 East, Chipley, FL 32428

District Phone: (850) 415-9713

Proposal: T3705

Project: 435816-1-52-01

Letting Date: 6/9/2021

Localtion: CENTRAL OFFICE

Description: SR 10 (US 90)

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Question: 33799: When removing the existing Eastbound bridge, will all of the existing concrete piling need to be completely removed or can they be cutoff below the mudline? Posted: 4/28/2021 7:39:19 AM

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Answer: Pilings will be cut off 2 feet below the mudline (bay bottom) using wire saw, hydraulic cutters, or similar apparatus, to minimize sediment disturbance of the bay bottom. Status: ANSWER PUBLISHED  
Posted: 5/11/2021 5:20:54 PM

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Question: 34165: Due to several other FDOT projects with the same letting date, major suppliers and sub-contractors are requesting a bid extension in order to be able to provide competitive prices. We would like to request a 2 to 4 weeks bid extension in order to allow responsible bidders to provide the FDOT with competitive offers Posted: 5/17/2021 10:48:21 AM

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Answer: This contract has a 60 day advertisement. It advertised on April 9, 2021 to allow contractors adequate time to review the project plans and prepare their bids. The Department plans to Let this contract as scheduled. Status: ANSWER PUBLISHED  
Posted: 5/17/2021 12:54:12 PM

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Question: 34350: The Contract Documents appear silent as to adequacy of design. Please confirm that Contractor may rely on the plans and specifications provided to Contractor by the Owner, and, that the Contractor shall review the Contract Documents for scope constructability and for purpose of pricing the Work as indicated, and that Contractor's review is not for the purpose of verifying the Owner's design, or explain specifically what is intended. Posted: 5/25/2021 2:33:17 PM

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Answer: "This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction". Status: ANSWER PUBLISHED  
Posted: 5/28/2021 11:24:07 AM

Question:	34351: Article 3-8 of Division 1 provides that the Owner can audit "the Contractor's records pertaining to the Project." Please confirm that Owner shall have no right to inspect, audit, or reproduce any records or memoranda relating to Contractor's salaries, bonuses, overhead or profitability, or that are subject to a statutory or common-law privilege, or explain what is intended.	Posted:	5/25/2021 2:34:00 PM
Answer:	"This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction".	Status:	ANSWER PUBLISHED
		Posted:	5/28/2021 11:23:05 AM
Question:	34352: As a waiver of consequential damages protects both Parties from the uncertain amount of such damages, please confirm the Contract will include a mutual waiver of consequential damages, or explain what is intended.	Posted:	5/25/2021 2:34:40 PM
Answer:	"This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction".	Status:	ANSWER PUBLISHED
		Posted:	5/28/2021 11:22:56 AM
Question:	34353: Article 8-7.3.2 of Division 1 - General Requirements and Covenants states that "the Engineer will not require the Contractor to submit a request for additional time due to the effects of weather" because the Engineer will "grant time extensions on either a bimonthly or monthly basis." But then states the Contractor must submit a preliminary request for extension of Contract Time. Because this conflict may result in waiver, please confirm that Contractor isn't required to submit a preliminary request for extension of Contract Time in order to receive additional time for weather delays, or explain what is intended.	Posted:	5/25/2021 2:35:26 PM
Answer:	"This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction".	Status:	ANSWER PUBLISHED
		Posted:	5/28/2021 11:22:45 AM
Question:	34354: Article 4-3.7 of Division 1 states that the Contract price or time may be adjusted upon Contractor encountering a Type 1 or Type 2 condition. Because such an event will likely impact both the Contract price and the time and not just one, please confirm that the Contract price and/or time may be adjusted, or explain what is intended by only allowing one type of relief.	Posted:	5/25/2021 2:36:11 PM

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Answer: "This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction".

Status: ANSWER PUBLISHED

Posted: 5/28/2021 11:22:37 AM

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Question: 34355: Article 5-12.3 of Division 1 - General Requirements and Covenants states that Contractor is "prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim". This is contrary to Florida's rules of civil procedure and will likely result in a contractor submitting expansive claims to avoid arguments of waiver thereby unnecessarily bogging down the dispute resolution process. Please confirm that Contractor shall be allowed to amend its claim in accordance with Florida law, or explain what is intended.

Posted: 5/25/2021 2:36:50 PM

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Answer: "This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction".

Status: ANSWER PUBLISHED

Posted: 5/28/2021 11:22:26 AM

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Question: 34356: Article 5-12.3 of Division 1 - General Requirements and Covenants states that Contractor is "prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim". Please confirm the Engineer shall be prohibited from subsequently amending its basis of denial of Contractor's claimed issues, or explain what is intended by only prohibiting Contractor from such ability to amend.

Posted: 5/25/2021 2:37:40 PM

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Answer: "This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction".

Status: ANSWER PUBLISHED

Posted: 5/28/2021 11:22:17 AM

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Question: 34357: Article 5-12.12 of Division 1 provides that claim settlement discussions are "inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against" Owner. Please confirm that such inadmissibility shall apply as well to any legal, equitable, arbitration or administrative proceedings brought by the Owner, or explain what is intended.

Posted: 5/25/2021 2:38:14 PM

Answer:	"This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction".	Status: ANSWER PUBLISHED Posted: 5/28/2021 11:22:04 AM
Question:	34358: Please confirm that under no circumstances shall Owner take possession of, or exercise control over, Contractor's tools, construction equipment or machinery, or explain what is intended.	Posted: 5/25/2021 2:38:50 PM
Answer:	"This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction".	Status: ANSWER PUBLISHED Posted: 5/28/2021 11:23:53 AM
Question:	34359: Article 5-4 of Division 1 provides that Engineer shall correct any error or omission discovered in the Contract Documents. Please confirm that Contractor may seek an adjustment to the Contract price and/or time for impacts resulting from Engineer's correction or interpretation, or explain what is intended.	Posted: 5/25/2021 2:39:21 PM
Answer:	"This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction".	Status: ANSWER PUBLISHED Posted: 5/28/2021 11:05:58 AM
Question:	34360: Article 7.3 of Division 1 - General Requirements and Conditions provides that the Contractor shall indemnify Owner for claims arising out of or resulting from alleged infringement or patent rights or copyrights. Please confirm Contractor's indemnity obligations shall not include defense or loss when a particular design, process or product of a particular manufacturer(s) is required by the Contract Documents, or where the copyright violations are contained in drawings, specifications or other documents prepared by the Owner or Architect/Engineer, or explain what is intended.	Posted: 5/25/2021 2:40:27 PM
Answer:	"This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction".	Status: ANSWER PUBLISHED Posted: 5/28/2021 11:05:47 AM

Question:	34361: Article 8.10 of Division 1 - General Requirements and Conditions provides that in the event of untimely completion, Contractor is subject to liquidated damages as well as Owner's other damages incurred therefrom. The imposition of consequential damages presents an unquantifiable risk that cannot be carried within a proposal. Please confirm that in the event of untimely completion, Owner's sole and exclusive remedy shall be liquidated damages, or explain what is intended.	Posted:	5/25/2021 2:41:05 PM
Answer:	"This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction".	Status:	ANSWER PUBLISHED
		Posted:	5/28/2021 11:05:35 AM
Question:	34362: Article 8-4.2 of Division 1 - General Requirements and Covenants, states that the Engineer can require Contractor to finish a section before starting work on any additional section. Because resequencing of Work could have financial and logistical ramifications and Contractor is to be in control of its means and methods for the Work, please confirm that Contractor may seek an equitable adjustment to the Contract price and/or time for impacts from Engineer's sequencing instructions, or explain what is intended.	Posted:	5/25/2021 2:41:40 PM
Answer:	"This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction".	Status:	ANSWER PUBLISHED
		Posted:	5/28/2021 11:05:26 AM
Question:	34363: Please confirm that any outstanding requests for information, which are timely submitted, shall be resolved during negotiations after award.	Posted:	5/25/2021 2:42:22 PM
Answer:	"This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction".	Status:	ANSWER PUBLISHED
		Posted:	5/28/2021 11:05:17 AM
Question:	34364: The Contract Documents do not indicate incomplete right-of-way acquisition or impairment of Project Work. Please confirm; or, if there are acquisition, easement or title issues, please disclose those in writing and indicate the expected date of resolution of each and provide the contact information for such land-acquisition person or persons.	Posted:	5/25/2021 2:42:55 PM

Answer:	The Department owns all Right-of-Way to construct the project.	Status: ANSWER PUBLISHED
		Posted: 5/28/2021 11:05:08 AM
Question:	34365: Article 8-3.2 of Division 1 - General Requirements and Covenants states that although the Contract Schedule can indicate an early completion date, the Owner isn't liable for the Contractor's failure to complete the Work early. Please confirm that such exclusion doesn't apply if the failure results from Owner's fault or breach of the Contract Documents, or explain what is intended.	Posted: 5/25/2021 2:43:32 PM
Answer:	"This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction".	Status: ANSWER PUBLISHED
		Posted: 5/28/2021 11:04:58 AM
Question:	34366: Please confirm that Owner will handle Contractor encountering unmarked, undisclosed subsurface infrastructure as a differing site condition, or explain what is intended.	Posted: 5/25/2021 2:44:05 PM
Answer:	"This question is requesting an interpretation or modification of the Standard Specifications which is outside the intent and purpose of the Bid Q&A process. General questions regarding the content or interpretation of the Contract should be directed to the Director, Office of Construction".	Status: ANSWER PUBLISHED
		Posted: 5/28/2021 11:04:48 AM
Question:	34434: Per Notes on Sheet #15, the Contractor is responsible for compliance with ALL terms and conditions in the USACE Permit. The USACE permit is not uploaded on the file share site. When will this permit be available?	Posted: 5/28/2021 5:32:05 PM
Answer:	Permits have been uploaded to the URL address provided in the Specifications Package.	Status: ANSWER PUBLISHED
		Posted: 6/2/2021 9:33:07 AM
Question:	34435: The project notes indicate when and where work bridges are to be installed. Are work bridges mandatory and the only permissible form of access to construct Phase II and III? Are barges a permissible form of access?	Posted: 5/28/2021 5:42:31 PM

Answer:	The Contractor may pursue modifying the permits and a NEPA Reevaluation if he so chooses at his expense. There will be no time granted if the contractor elects to pursue these modifications.	Status: ANSWER PUBLISHED Posted: 6/3/2021 5:14:16 PM
Question:	34436: Per the Pile Data Table on Contract Drawing Sheet No. B1-9 and B2-8, a preformed hole is required at every bent except for the abutment. How will FDOT pay for casing if required to keep the holes open?	Posted: 5/28/2021 5:46:27 PM
Answer:	See Florida Department of Transportation Standard Specifications for Road and Bridge - January 2021 - 455-5.10 Preformed Pile Holes	Status: ANSWER PUBLISHED Posted: 6/3/2021 5:11:28 PM
Question:	34450: The current Lane Closure hours of 8:00 PM to 5:30 AM are extremely restrictive.  Can the spec be amended to allow Lane Closures after morning rush hour from 9:00 AM to 3:30 PM?	Posted: 6/1/2021 5:30:38 PM
Answer:	No. Lane closure restrictions were based off previous project experience.	Status: ANSWER PUBLISHED Posted: 6/2/2021 8:17:31 AM
Question:	34476: Can you please provide the name of the contractor who submitted questions 34350 to 34366 ?	Posted: 6/3/2021 3:16:22 PM
Answer:	Reminder: For 30 day advertisements: Questions posted to this site before 5:00 P.M. (EST) on the seventh calendar day prior to the bid opening, or tenth calendar day prior to the December bid opening, will be responded to by the Department. For questions posted after these times, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening.  For 60 day advertisements: Questions posted to this site before 5:00 P.M. (EST) on the tenth calendar day prior to the bid opening, will be responded to by the Department. For questions posted after this deadline, an answer cannot be assured. For all questions posted before the deadline, the Department will provide and post responses at the same website before 8:00 A.M. (EST) on the second calendar day prior to bid opening.  Take responsibility to review and be familiar with all questions and responses posted to this website and to make any necessary adjustments in the proposal accordingly	Status: ANSWER PUBLISHED Posted: 6/7/2021 3:25:09 AM

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Question: 34477: Phase I superstructure widening has diaphragms, yet the Phase II bridge superstructure does not. Any reason that the Phase I widening diaphragms cannot be eliminated via a CSI ?

Posted: 6/3/2021 3:20:22 PM

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Answer: The Department will entertain the submission of a Cost Savings Initiative (CSI).

Status: ANSWER PUBLISHED

Posted: 6/4/2021 11:08:19 AM

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Question: 34478: Sheet B1-7 Note 8e states, "Installation of steel piles for the temporary works shall not occur during the months of December through February."

Posted: 6/3/2021 3:25:58 PM

What is the purpose of this?  
Can permanent concrete piles be driven during these times?  
Does this only pertain to vibration methods for pile installation?

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Answer: See Permit Documents, Biological Opinion and Pile Installation Notes.

Status: ANSWER PUBLISHED

Posted: 6/3/2021 5:10:10 PM