

Q1. The answers to questions 2 & 9 posted with Amendment 2 suggest that the VA does not want any type of warranty for milling and resurface work in the areas shown on the plans to receive milling and resurfacing. The response to question 9 says “in lieu of pavement warranty, provide paving to industry standard”. What is meant by “industry standard”? The road standards and paving standards developed by ASTM contradict this statement. Also, FAR clause 52.246-21 Warranty of Construction is part of the current specifications and has not been amended in any way suggesting that the contractors bid must still comply with this clause. Will the VA be amending this clause to fit the answer provided in question 9 of Amendment 2?

Response: *Provide all work to meet contract requirements except that no load-related warranty is required for pavements.*

Response: *FAR clauses are not amended. ASTM Standards are not amended. No load-related pavement warranty is required and therefore the prime contractor pavement warranty for load-related damage is waived.*

Q2. Pertaining to question 1 above and question 2 of Amendment 2, it appears there is not enough asphalt in the current existing condition of lots 2 & 3 to be milled. How shall the contractor proceed if when milling the existing pavement, it comes up off of the subgrade and there is no longer any pavement left to install new surface to? If this requires additional work above what the bid documents show, will a change order be provided at that time?

Response: *Some areas will have broken and missing pavement from alligating and require application of an intermediate leveling course without proof rolling. That was factored into the average thickness in keyed notes of intermediate course defined in Amendment 2 for each area.*

Response: *FAR 52.326-2 Differing Site Conditions applies to the question. An RFI from the contractor is required at time of milling should conditions be discovered that make the designed approach infeasible.*

Q3. Sheet CS-102 indicates that Fiber Reinforced Asphalt is to be used on Lincoln Dr. Is this the only location Fiber Reinforced Asphalt is required?

Response: *Yes.*

Q4. The response provided for question 10 “are spoils considered contaminated” says to “refer to Earthwork specification 31 20 00 section 3.6D” (shown below). What is the quantity of the excavated contaminated soil designated by the COR that we should include in our bid to be stock piled on site on two polyethylene sheets with a polyethylene covers? Where is the designated area selected for this purpose? Is this stockpile to be turned over to the VA? If not, and the contractor is required to dispose of the excavated contaminated material (need quantity), per the last sentence of this section, will the VA be providing a soil profile (testing) per State DNR requirements so this material can be disposed of per State and Local requirements?

Response: *The quantity of the excavated contaminated soil is to be estimated by the contractor because the contract requirements allow direct quantity takeoffs, and all excavated spoils at this VA Medical Center are to be managed and disposed as contaminated soil, per specifications section 31 20 00, paragraph 3.6.E. All curb and gutter replacement has excavation on either side of the curb*

and gutter during demolition, approximately 2' each side, to depths specified for new curb and gutter per details. Excavation also occurs where storm inlets repairs take place, and the dimensions of the boxes drawn around the lawn side of inlets will allow contractors to estimate area, that multiplied by depth needed to sawcut 4' down, per details for inlet repairs, will yield quantities needed per location. Stockpile areas are not shown on drawings, but are typically adjacent to excavation areas, depending on availability of adjacent lawn spaces, and if the contractor desires to direct load into trucks in lieu of stockpiling for immediate removal and disposal, which is certainly allowed by specifications. Stockpiles are not turned over to the VA. Sampling is not required, but allowed at Contractor discretion per subparagraph H. No changes to contract requirements.

Q5. The response to question 13 (shown below) suggests that Lot 10 does not meet ADA requirements although the response to question 19 (also shown below) confirms there are no standard parking spaces in this lot, only 41 HANDICAP parking stalls. The specifications included with this solicitation show in many different areas throughout the spec. that the contractor is **REQUIRED TO COMPLY** with all applicable [federal, state, and local] laws, ordinances, criteria, rules and regulations. The American Disability Act is heavily regulated and enforced by the State of Wisconsin and the slopes/grades of the new asphalt and sidewalk designed for Lot 10 do not comply with State or Local codes (slopes are to be 2% pitch or less, current condition looks to be approx. 8%-10% slope, 4 to 5 times more than allowed by code). If the VA requires this HANDICAP area to be constructed in non-compliance of State and Local codes, will the VA indemnify the contractor from any consequences (financially and/or legally) pertaining to building such a parking lot and sidewalk out of code? Or, will the VA be providing the contractor a certificate or letter from State and Local agencies stating they're in agreement that this HANDICAP parking lot and sidewalk to not meet ADA code requirements?

Response: *The questions imply that there is state and local jurisdiction over this VA Medical Center's implementation of the Americans with Disabilities Act (ADA). That is not true. As a federal facility the VA is exempt from state and local jurisdiction, plan reviews, permitting, fees, and processes, except for storm water management and erosion control, for which the VA and local authorities have developed informal cooperative agreements on regulatory compliance. Storm water and erosion control requirements, other than those general best practices included in the contract already, do not apply to this project because this project is categorized as routine maintenance, and does not substantively change grades, amounts of pervious surfaces, runoff conveyance and peak flows. And while the contract does require the contractor to comply with federal, state, and local codes, etc., as indicated in this question, it does not require the contractor to change grades in Lot 10. The prior response to Amendment 002 Question 13 was intended to exempt contractors from the perceived need to correct grades in Lot 10 to meet ADA requirements. Parking Lot 10 is this VA Medical Center's best reasonable accommodation to balance nearby accessible parking spaces with the existing grades of this VA campus. The grades will not be changed. Contractor is not required to perform work to modify the grades to meet ADA requirements, and is hereby exempt from any implied responsibility to do so.*