

**NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS**  
**Carolina Crossroads Phase 3—I-20/26/126 System Interchanges Design-Build Project - Project ID P039720 - Richland and Lexington Counties**

**FINAL RFP - ROUND 4**

Date Posted: 8/11/2023

Non-Confidential Meeting Date: 8/15/23

							SCDOT	
Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	Response	Explanation	
1	Agreement_and_TPs		Section 17.4.2.3	The RDM states that "The minimum lateral clearance from the edge of the traveled way to the face of the protective barrier should be the normal shoulder width." Please confirm what roadways this criteria applies to. Does the criteria apply to all ramps? If the ramp has an adjacent protective barrier, does the shoulder width need to be 10'? If so, does this criteria apply to both Guardrail and Concrete Barrier?	Roadway	No_Revision	Providing a full width shoulder in front of barriers applies on all functional classifications of roadways and to both semi-rigid and rigid barriers, except as specified in the RFP.	
2	RFP	3	Page 25 of 57, 4.1 Technical Proposal	Would the DOT permit size 10 single spaced font for charts, tables, schedules, and exhibits in the Technical Proposal Narrative?	Other	Revision	Yes. The ITP will be updated to allow 10 single-spaced font for specific elements.	
3	TPAs	Hydrology	Various	For the existing double 10'x8' box culvert at St. Andrews, drawings from 1978 provide information on the southmost section (~157 ft). Documents from 1956 provide the section under I-26 (~142 ft) and under St. Andrews (~182 ft). Can SCDOT provide any addition details for the remaining sections of the box culvert?	Hydrology	No_Revision	Plan File #3240.415 may include the information requested.	
4	TPAs	Signing	TPA 650-1	Some signs shown in the Conceptual Signing Plans (TPA 650-1) state that sign structures will be reused with new or additional signage. Has SCDOT fully designed the sign structures for the differences in the loads of the Phase 3 Signing MSA plans?	Traffic	No_Revision	Existing OH sign structures that Phases 1 and 2 are reusing were not designed for Phase 3 MSA signing. New overhead sign structures installed in Phases 1 and 2 are designed to accommodate the Phase 3 MSA signing per the RFC plans in TPA 200-3 and 200-4.	
5	Agreement_and_TPs	TP-711		Section 16.9.3 of the Geotechnical Design Manual states to mitigate the effects of downdrag, Another alternate is to restrike the piles after the completion of the settlement that is inducing the downdrag. However, the piles will need to end initial drive approximately 1 foot above proposed tip. This alternate may only be used with the written permission of the RPG/GDS and the concurrence of the OES/GDS." Will SCDOT approve the use of the restrike method for the CCR Phase 3 project?"	Geotechnical	No_Revision	Yes, the pile re-strike method, as described, is considered an acceptable method to mitigate the effects of downdrag.	



6	TPAs	Project Management	Section 4 Page 24	The table of contents for the QAP shows a section 4.4 Qualification of Laboratories. Page 24 of the QAP stops at Section 4.3, and does not include Section 4.4. Please revise the QAP posted to include Section 4.4 Qualification of Laboratories.	Construction	Revision	The QAP Table of Contents will be revised to remove Section 4.4.
7	Agreement_and_TPs	Agreement	DBA Section 9.11.1	Which entity, the Owner Verification Firm or the Independent Quality Firm, ensures Davis Bacon Compliance, conducts wage rate interviews and reviews certified payrolls?	Construction	Revision	OVF. Section 3.6.2 of the Agreement will also be updated to specifically define this oversight.
8	Agreement_and_TPs	Agreement	DBA Section 9.2	Which entity, the Owner Verification Firm or the Independent Quality Firm, ensures DBE compliance, receives DBE quarterly reports and maintains the DBE status spreadsheet?	Construction	No_Revision	OVF. Section 3.6.2 of the Agreement currently provides this oversight designation.
9	TPAs	Project Management	TPA Section 110-1	Section 3.2.2 of Section 110-1, item #34 states, "Process and schedule for development, review, approval and monitoring of Storm Water Pollution Prevention Plan (SWPPP) implementation including daily inspection and reporting in accordance with South Carolina Department of Health and Environmental Control (SCDHEC) requirements." Suggest revising to the frequency outlined in SCDOT's General Stormwater permit, #SCR160000, dated August 2022.	Construction	Revision	Erosion control inspections will be required to follow the June 2016 guidance document. This document will be provided in the TPAs. The QAP will also be revised accordingly.
10	TPAs	Project Management	TPA Section 110-1	Please provide the current Engineering Judgement (EJ) List from CCR Phase 1 & 2 as part of the Project Information Package.	Construction	Revision	The Engineering Judgement List from CCR Phases 1 & 2 will be provided.
11	Agreement_and_TPs	TP-400		Which entity, the Owner Verification Firm, the Independent Quality Firm or SCDOT's Office of Materials and Research, will perform Rideability testing on asphalt riding surfaces when required by SC-T-125?	Construction	No_Revision	Per Supplemental Technical Specification SC-M-403, the SCDOT Office of Materials and Research will test rideability.
12	Agreement_and_TPs	TP-600		Non-Confidential Question #67 response stated, "The 4' clear distance is to be measured from the back face (not the traffic side) of the barrier to provide spacing for deflection", for Temporary Traffic Control Barrier Wall placement. In discussion with SCDOT, it has been stated that 3', without pinning, from the back face of the barrier is typical. Please confirm that the minimum distance from the back face of barrier to any obstructions or construction is 3'.	Construction	No_Revision	See TP 600.3.2 for requirements.
13	Agreement_and_TPs	TP-700		Section 7096.4.1.19.6, Special Complete Structure Assembly, of the SCDOT Standard Specifications states, "When Special Complete Structure Assembly is required, assemble the entire structure including the floor system. This procedure is ordinarily needed only for complicated structures such as those having curved girders or extreme skew in combination with severe grade or camber." There are no severe grades or cambers on the project. Please confirm there is no need for Complete Structure Assembly.	Structures	No_Revision	Confirmed. SCSA is not required for curved steel girder bridges with concrete deck.
14	Agreement_and_TPs	TP-400	TP 400	Will temporary works, such as temporary pavement, be tested?	Construction	No_Revision	Yes.



15	TPAs	Project Management	TP 110.1 - QAP	Can the onsite/temporary laboratory facilities utilize the accreditation of a locally accredited permanent laboratory?	Construction	No_Revision	Yes.
16	TPAs	Utilities	MOA Page 13	Conflict 3009 calls for relocating the 2" gas main from station 9249+00 to station 9276+00. This is listed as 1,750 ft of main but it should be 2,700 ft.	Utilities	Revision	The beginning station of the gas main for conflict 3009 will be updated in Table 1 in a future addendum. 1750 ft is the approximate length.
17	TPAs	Utilities	MOA Page 13	Conflict 3010 calls for relocating the 6" gas main from station 9303+00 to 9309+00. This is listed as 1,650 ft of main but there is 600 ft between those stations. Were the stations supposed to be 9293+50 to 9309+00?	Utilities	No_Revision	Conflict 3010 is specific to 6" gas main along Fernandina Road from Station 9303+00 to Station 9309+00; per PIP 140-11 (R0), the appropriate length is approximately 600 LF. This was updated in Addendum 7.
18	TPAs	Utilities	MOA Page 14	Conflict 3111 calls for relocating the 6" gas main from station 9363+00 to station 9375+00. This is listed as 1,750 ft but it should be 1,200 ft.	Utilities	No_Revision	Conflict 3111 is specific to 6" gas main along Browning Road from Station 9363+00 to Station 9375+00; per PIP 140-11 (R0), the appropriate length is approximately 1,200 LF. This was updated in Addendum 7.
19	Agreement_and_TPs	Agreement	DBA 5.16.4.1	Section 5.16.4.1 establishes that the "Contractor bid an allowance amount of \$93,000,000 (the utility allowance)". Would SCDOT consider revising the Cost Proposal Bid Form to clearly identify this and any other allowance items such as the Differing Site Conditions Allowance as separate line items which would be added to the contractor's bid (for all the non-allowance items) to arrive at the Total Cost to Complete the project?	Legal	No_Revision	No change. See Sections 5.16.4.1 and 6.12.1.1. These values are to be included in the Total Cost To Complete (A) on Exhibit 9. Cost Proposal Bid Form.



20	RFP	3	Appendix B: Required Forms	For the Appendix B: Required Forms, with each Addendum, the page numbers on the bottom of each form changes. For example the Stipend Acknowledgment form is page 53 in Addendum 6 and page 54 in Addendum 7. So long as the content of the form does not change, is it permissible to include either version of the form?	Other	No_Revision	Proposers should utilize the forms reflected in the Final Addendum.
21	Agreement_and_TPs	Agreement	11.1.20 Special Provisions for Builder's Risk Insurance	In 11.1.20 (E) it states "SCDOT will pay directly all required insurance premiums except for Builder's Risk insurance", is this to mean that SCDOT will not reimburse the Contractor for its requirement to purchase a Builders' Risk Insurance policy or that it is the DOT's intent that the Contractor procure the Builders' Risk insurance policy and include the cost directly in our bid?	Legal	No_Revision	The intent is for Contractor to procure and include the cost directly in the bid.
22	Agreement_and_TPs	Agreement	11.1.6 Project Specific Insurance	In 11.1.6 it states "Except as expressly provided otherwise in Exhibit 7, all insurance policies required hereunder shall be purchased specifically and exclusively for the Project....", in Exhibit 7 Section F.1 it states that "Contractor shall procure and maintain Contractor's Professional Liability insurance with a minimum limit of \$5M per claim and aggregate..." however there is not mention that this coverage need not be project specific like in the following paragraph. The most recent Q&A (Q #28) released stated the Contractor's Professional Liability insurance does not need to be project specific. Would the SCDOT please update the RFP to include that language in Exhibit 7 Section F.1 for the Contractor's Professional Liability insurance.	Legal	Revision	Professional liability does not need to be project specific. The RFP will be revised to clarify this.
23	Agreement_and_TPs	TP-150	TP 150.3 Railroad Design Requirements	Section 150.3 "Design Requirements" states "The Contractor shall design all proposed elements crossing railroad ROW, including the required accommodations noted in this Technical Provision and per the Contractor's coordination efforts with the railroad, in accordance with the requirements set forth in the railroad's Public Project Manual." We request that the phrase "in effect at the Contract setting date" to the end of that sentence.	Railroad	No_Revision	No revision. See Article 16 of the Agreement.
24	Agreement_and_TPs	Agreement	5.16	As drafted, this Utility Allowance does not address Contractor's concerns. The intent in suggesting the Utility Allowance was to mitigate the risk of circumstances related to the Utility Adjustment Work causing unquantifiable time and cost impacts. Customarily, an allowance represents a bucket of money that is acknowledged by the parties as a reasonable estimate of the costs for a given scope of work. That reasonable estimate is, however, subject to adjustment based on overruns. Here, as drafted, the Utility Allowance functions like a Fixed Price agreement without a right to relief if the actual costs exceed the allowance amount. Accordingly, Contractor requests the inclusion of a mechanism to recover costs in the event of overruns not caused by the Contractor.	Legal		Concern is noted and Utility Allowance language is being reviewed.
25	Agreement_and_TPs	Agreement	5.16	What is the allowable markup for work subject to this section?	Legal	Revision	A 10% mark-up is allowed; the Agreement will be updated to reflect this.



26	Agreement_and_TPs	Agreement	5.16.4.1	Please provide the information, means, and methods SCDOT employed to calculate the Utility Allowance amount.	Legal	No_Revision	Utility Allowance amount is developed consistent with FHWA CER process.
27	Agreement_and_TPs	Agreement	5.16.4.3	Is the cross reference to 5.16.4.10 correct here?	Legal	Revision	Cross reference to be revised to 5.16.4.8.
28	Agreement_and_TPs	Agreement	5.16.4.5	Can the Contractor make a claim for Delay Costs in the event of a single delay exceeding 30 days or an aggregate delay exceeding 90 days even if the Utility Allowance has been exhausted?	Legal		Concern is noted and Utility Allowance language is being reviewed.
29	Agreement_and_TPs	Agreement	5.16.4.7	May the Contractor recover Extra Work Costs even if the Utility Allowance has been exhausted?	Legal		Concern is noted and Utility Allowance language is being reviewed.
30	Agreement_and_TPs	Agreement	5.16.4.13	There should be a mechanism of recovering costs if the actual cost of the Utility Work exceeds the Utility Allowance.	Legal		Concern is noted and Utility Allowance language is being reviewed.
31	Agreement_and_TPs	Agreement	5.16.4.17	Contractor requests SCDOT consider some degree of shared savings if the Utility Work is completed under budget.	Legal		Request is noted and sharing any savings is under review.
32	Agreement_and_TPs	Agreement	5.16.4.18	Instead of this being a monthly submission requirement, submission of such records should be based on SCDOT request.	Legal	Revision	Section 13.2.3.2 (a)(ix) states that invoice documentation for Utility Work is to be provided during the applicable month; therefore, Section 5.16.4.18 to be revised to clarify the monthly submittal as applicable to any Utility Adjustment Work that may have occurred during the period (or not). Backup documentation for all Utility Adjustment Work is required for reimbursement.
33	Agreement_and_TPs	Agreement	5.16.4.19	Does the Utility Allowance amount represent an estimate of the cost to perform the Utility Adjustment Work only or does the amount also include estimated costs for delay related damages and/or relief for the events specified in 5.16.4.19?	Legal	No_Revision	Yes, it is inclusive of all costs associated with this question.



34	Agreement_and_TPs	Agreement	5.16.4.20	There should be a mechanism of recovering costs if the actual cost of the Utility Work exceeds the Utility Allowance.	Legal		Concern is noted and Utility Allowance language is being reviewed.
35	Agreement_and_TPs	Agreement	6.12.1.3	Is the cross reference to 6.12.2.3 correct? If so, please clarify.	Legal	Revision	Cross reference to be revised to 6.12.2.
36	Agreement_and_TPs	Agreement	12.2	Please revise to "In no event shall the total period of the warranties for all Re-Done Work exceed a period of four years after Final Completion."	Legal	Revision	Section 12.2 will be revised to reflect four years after Final Completion.
37	Agreement_and_TPs	Agreement	14.4.3	Contractor should be allowed to seek relief for Utility Company Delay to the extent those Delay Costs exceed the Utility Allowance.	Legal		Concern is noted and Utility Allowance language is being reviewed.
38	Agreement_and_TPs	Agreement	14.4.4	Contractor should be allowed to seek relief for cost impacts caused by Inaccurate Utility Information to the extent those costs exceed the Utility Allowance.	Legal		Concern is noted and Utility Allowance language is being reviewed.
39	Agreement_and_TPs	Agreement	19.2.1	Please make the assessment of these LDs discretionary so SCDOT can consider circumstances in mitigation.	Legal	No_Revision	No change.
40	Agreement_and_TPs	Agreement	19.9.1	Please make the assessment of these LDs discretionary so SCDOT can consider circumstances in mitigation - for example, if the initial notice by SCDOT or the IQF fall on a holiday weekend precluding lane closures.	Legal	No_Revision	No change.
41	Agreement_and_TPs	Agreement	19.9.2	Based on the substantial dollar value of these LDs, there should be reasonable procedural protections for the Contractor before these LDs are assessed. Contractor requests SCDOT not withhold these LDs until the cause of the ITS and/or DOA downtime is determined.	Legal	Revision	LDs will be assessed if SCDOT determines the Contractor is at fault. Revisions to the RFP will also be made.
42	Agreement_and_TPs	Agreement	19.9.3	Based on the substantial dollar value of these LDs, there should be reasonable procedural protections for the Contractor before these LDs are assessed. Contractor requests SCDOT not withhold these LDs until the cause of the downtime is determined.	Legal	Revision	LDs will be assessed if SCDOT determines the Contractor is at fault. Revisions to the RFP will also be made.



43	Agreement_and_TPs	Agreement	22.6.1 & 2	Contractor should have the opportunity to review and mark as CONFIDENTIAL any documents and materials submitted by Contractor prior to SCDOT responding to any FOIA request.	Legal	No_Revision	No change.
44	Agreement_and_TPs	Agreement		"Differing Site Conditions" - Type 1 conditions should not be limited.	Legal	Revision	No change, except for the revisions associated with NCQ#46.
45	Agreement_and_TPs	Agreement		"Differing Site Conditions" - Type 2 conditions should not be limited.	Legal	No_Revision	No change.
46	Agreement_and_TPs	Agreement		"Differing Site Conditions" - Subsection (b) still utilizes a limited radius around SCDOT test holes. In light of implementation of the Differing Site Conditions Allowance, no such restriction should be applied. SCDOT should mirror the FAR.	Legal	Revision	The agreement will be revised accordingly.
47	Agreement_and_TPs	Agreement	p.25	"Inaccurate Utility Information" definition references the horizontal and size information of utilities in the TPAs however this information is provided in the Project Information Package. Can the SUE information be moved to the TPAs, if not how will this definition apply to relief events?	Legal	No_Revision	See TPAs 140-11 and 140-12.
48	RFP	9	51 of 58	Please consider including additional line items for recognition of <b>Utility</b> and <b>Differing Site Conditions</b> allowance amounts on the Cost Proposal Bid Form.	PM	No_Revision	No change. See Articles 5.16.4.1 and 6.12.1.1. These values are to be included in the Total Cost To Complete (A) on Exhibit 9. Cost Proposal Bid Form.
49	Agreement_and_TPs	Agreement	19.7.1	It is assumed that "Lane Rental Charges" is synonymous with lane closure penalties. Please clarify.	Legal	Revision	Yes, the agreement will be revised accordingly.



50	Agreement_and_TPs	TP-200	13	Who is responsible for securing additional right of way that may be required to meet the requirements of TP Section 200.3.3 to maintain or improve sight distance, drainage patterns, geometric width, lane configurations, and turning templates?	ROW	No_Revision	The change from the MSA to Final Design determines the mechanism to acquire more right of way. See definitions for Additional Right of Way, Contractor-Designated ROW, and Necessary Schematic ROW Change.
51	Agreement_and_TPs	Agreement	19.9.3	Please clarify the scope of ancillary utility and roadway work that can be performed during the "no-downtime" window for Enterprise Products Partners LP?	Legal	No_Revision	The scope of ancillary work and the coordination of that work is the responsibility of the Contractor and subject to the approval of EPP.
52	TPAs	Utilities	140-8	Who is responsible for maintaining and locating the Department of Admin fiber after relocation?	Utilities	No_Revision	Utility Owner is responsible for maintaining facilities that are accepted and in-use. Contractor should be prepared to assist all Utilities with locating their facilities during the Term of this contract.
53	PIP	Utilities	140-10	Please confirm that the only scope of AT&T in contract is what is listed in the MOA tables.	Utilities	Revision	TPA 140-1 will be revised in a future addendum to define the areas associated with AT&T in-contract utility adjustment work listed in PIP 140-10 (R0).
54	Agreement_and_TPs	Agreement	5.2.1.c	Please expand the language by stating that <u>SCDOT will handle</u> any condemnation support for parcels identified on SCDOT ROW Plans as set forth in the Technical Provision Attachments (Right of Way Plans).	Legal	Revision	The agreement will be revised to provide this information.





55	Agreement_and_TPs	Agreement	5.2.1.c	Since <b>Necessary Schematic ROW Change</b> shall arise <u>only where SCDOT determines within its good faith business judgment that it is not physically possible</u> , including through commercially reasonable design modifications, for Contractor to deliver the Basic Configuration within the Schematic ROW, we would request that 5.2.1.c.iv to be removed as item of condemnation support from the Contractor.	Legal	No_Revision	No change.
56	Agreement_and_TPs	Agreement	5.2.1.c	Please clarify the term ("duration of the Project"). The duration being the Final Completion or the R/W condemnation support could go beyond the date of Final Completion?	Legal	No_Revision	No change.
57	Agreement_and_TPs	Agreement	5.9.1	Please clarify the need for the requirement of six (6) months window after the resolution of railroad comments and SCDOT approval of Project R/W Plans.	Legal	No_Revision	The 6-month window from SCDOT approval of ROW Plans and resolution of all RR comments is for SCDOT to secure the applicable/impacted RR ROW areas.

