

**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 1**

Date Posted: 7/26/2023

Non-Confidential Meeting Date: 8/15/23

						SCDOT	
Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	Response	Explanation
1	TPAs	Traffic Operations		SCDOT has Existing conditions TransModeler files for the project area but has not provided to the proposers. For any MOT analysis that impacts freeway mainline and/or ramps, the RFP requires TransModeler simulation results. To be able to meet this RFP requirement, we request that SCDOT provide full Existing Conditions TransModeler Files as soon as possible.	Traffic	Revision	The Interim Conditions Transmodeler files are to be used as a basis for MOT analysis and are provided in TPA 680-5.
2	Agreement_and_TPs	TP-675		In the SCDOT Access and Roadside Management Standards (ARMS) Figure 5-17, within section 5B-2 Signalized Intersection Spacing, it specifies various minimum traffic signal spacing requirements for different functional roadway classes. The minimum for local/collector/minor arterial is 1320' and major arterial is 2640'. Under Chapter 10.2 Interchange Types and Selection of the SCDOT Roadway Design Manual 2021, the spacing for the two intersections in a tight-urban diamond interchange is 250' - 350'. This is much less than what is required in the SCDOT ARMS 2008 manual. Does the interchange intersection spacing criteria from the SCDOT Roadway Design Manual supersede the minimum traffic signal spacing from the SCDOT ARMS 2008?	Traffic	No_Revision	As the RDM states, traffic analysis is a critical check for the spacing. "Applicable guidelines should apply but traffic analysis may be used to demonstrate feasibility of detailed interchange designs."
3	PIP	Utilities		Will SCDOT provide an MOA for UG and OH electric utilities?	Utilities	No_Revision	No Electric Utilities have opted to go in-contract; executed MOAs will only be provided for in-contract utilities.
4	TPAs	Utilities	Base Map of Existing Utilities	The SUE drawings are missing utilities information on the west end of I-20 between STA 20+00 and STA 50+00. Will SCDOT provide this information?	Utilities	No_Revision	There is no SUE data collected for this area along I-20 per the existing Basemap & SUE DGN files (dated May 2019). Per TP 140, it is Contractor's responsibility to verify all utilities within the limits of design and construction work.
5	PIP	Utilities		Will there be an executed MOA between SCDOT and the DOA?	Utilities	No_Revision	SCDOT is negotiating an MOA with DOA; the MOA will be provided when executed.



6	PIP	Utilities		When does SCDOT expect to have executed MOAs with all utility owners?	Utilities	No_Revision	SCDOT is working to finalize and execute MOAs with in-contract utilities prior to the final addendum.
7	Agreement_and_TPs	TP-690		To ensure lighting equipment such as poles, electrical services, pull boxes, and LED light fixtures are constant within all 3 phases, would it be possible to receive a copy of the Phase 1 Lighting plan set and IES data files for all light fixtures used in Phase 1?	Traffic	Revision	Phase 1 and 2 lighting plans were provided in addendum #1 in TPA 200-3 and TPA 200-4. Phase 1 and 2 lighting IES files were provided in addendum #2 in PIP 200-4 and PIP 200-5.
8	Agreement_and_TPs	TP-714	11	RFP 714.3.2 indicates for the I-26 mainline bridge, piers shall be aligned with the new I-26 WB Ramp to I-126 bridge piers and set at the same skew. The RFP also indicates that piers shall not be placed within the center/thalweg of the channel. If the new I-26 mainline bridge piers are located in alignment and skew with the new I-26 WB Ramp to I-126 bridge and result in a proposed mainline pier within the center/thalweg of the channel, which criterion should be maintained: 1) the alignment and skew or 2) not having a pier placed within the center/thalweg of the channel?	Hydrology	No_Revision	If both the criteria noted in the question cannot be achieved, the governing criteria is for the I-26 Mainline bridge piers to match the alignment and skew of the new I-26 WB Ramp to I-126 Bridge.
9	Agreement_and_TPs	TP-700	1	The Saluda River is designated Navigable Waters. Please clarify if there is a navigable channel to be maintained in the temporary and permanent conditions. Please provide the required horizontal and vertical clearance and any required draught.	Hydrology	No_Revision	There were no specific requirements included in the Navigable Waters Permit. The Section 401 / 404 Permit Condition for Navigable Waters states: <i>The permitted activities shall not block or obstruct navigation or the flow of any waters unless specifically authorized herein; no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the work authorized by the permits; and that no spoil, dredged material, or any other fill material be placed below the mean high water or ordinary high water elevation, unless specifically authorized herein.</i>
10	PIP	Geotechnical		Under Project Information, Geotech 711-3 and 4, CCR Phase 1 and 2 Reports, both links on the CCR Website reference back to Geotech 711-2, Field Testing Data. Please update website to reference 711-3 and 711-4.	Geotechnical	Revision	This information has been provided and/or updated in addendum #1.
11	PIP	Utilities		Per TP Table 111-1, TP Attachments for City of Columbia Municipal Agreement and the City of West Columbia Municipal Agreement will be TP Attachments. However, the information is provided within the Project Information Package. Please move this section to the TPA's.	Utilities	Revision	The files provided in the PIP are the draft MOA templates for the Utilities. The Municipal Agreements for the City of Columbia and City of West Columbia will be provided as a TPAs in addendum #3.



12	TPAs	Railroad		Per TP Table 111-1, TP Attachment 111-3 for CSX Railroad Agreement is provided. When will this document be available for review?	Railroad	No_Revision	The PE agreement with CSX is anticipated to be executed in April. The executed PE Agreement will be provided in a future addendum to the RFP.
13	Agreement_and_TPs	TP-150	1	RFP 150.3 indicates the design shall accommodate access roads, utilities, drainage, and two (2) future tracks, one either side of the existing mainline, with 15-ft track centers. Please clarify the width of access roads and drainage ditches.	Railroad	Revision	TP150 revised to clarify requirements where the RR ROW is 50ft in width and where it is 100ft in width.
14	Agreement_and_TPs	TP-150	1	RFP 150.3 indicates the design shall accommodate access roads, utilities, drainage, and two (2) future tracks, one either side of the existing mainline, with 15-ft track centers. Please clarify if access roads and ditches are required on both sides of the tracks.	Railroad	Revision	TP150 revised to clarify requirements where the RR ROW is 50ft in width and where it is 100ft in width.
15	Agreement_and_TPs	TP-150	1	CSX provides a public domain document "Public Project Information for Construction and Improvement Projects That May Involve the Railroad" last revised April 2022. Please clarify if the bridges over the CSX railroad are to comply with the RFP, SCDOT Bridge Design Manual, or this public project information package and if there is a conflict between the documents, please stipulate the order of precedence of the documents.	Railroad	No_Revision	The document with the most stringent criteria should assume to control. It will depend on the conflict in order to determine the outcome.
16	RFP	3	11	The Alternative Technical Concepts Submittal Form on SCDOT's website is limited to 40 ATCs. Please provide a form with an ATC No. drop down menu that goes up to 62.	Other	Revision	ATC Form has been revised and is available on the SCDOT D/B website.
17	Agreement_and_TPs	TP-680	3	Table 680-2 requires TransModeler for any interstate, Ramp analysis, or detours utilizing the interstate. This would require numerous TransModeler modeling cycles (at least one modeling cycle for each ATC), with each cycle consisting of multiple time-consuming steps including developing, verifying, and testing scenario model(s); running dynamic traffic assignment (DTA), running simulations, processing output, performing analysis, and reporting. This is a significantly prolonged effort as each cycle would require weeks to complete. However, we believe that HCM-based analysis, using Synchro/SimTraffic, Highway Capacity Software (HCS), and/or Sidra can provide traffic analysis results at a sufficiently accurate level to support SCDOT to make informed decisions on the MOT FATCs. Please consider allowing Synchro/SimTraffic (for service roads, cross streets, and intersections), HCS (for freeway facilities), and/or SIDRA (for roundabouts) for all MOT ATC analysis in lieu of TransModeler	Traffic	No_Revision	Teams may request an alternate traffic analysis method or software as part of an ATC.



18	Agreement_and_TPs	TP-714	2	As part of Section 16.1 Railroad Coordination and 714.3.1.1 Roadway Drainage Design subsection General there is CSX Coordination required. Please provide an update on the CSX coordination that has been completed to date by SCDOT for Phase 3?	Railroad	No_Revision	SCDOT is the process of coordinating and obtaining a PE Agreement.
19	Agreement_and_TPs	TP-714	2	As part of Section 16.1 Railroad Coordination and 714.3.1.1 Roadway Drainage Design subsection General there is CSX Coordination required. Please provide us with the expectations that SCDOT requires from the contractor for future coordination with CSX for Phase 3.	Railroad	No_Revision	Phase 3 Contractor will be required to coordinate construction plan reviews and flagman needs with CSX and assist SCDOT with obtaining a Construction Agreement from CSX.
20	Agreement_and_TPs	TP-714	2	As part of Section 16.1 Railroad Coordination and 714.3.1.1 Roadway Drainage Design subsection General there is CSX Coordination required. Please provide examples of the level of coordination that has occurred with CSX for Phases 1 and 2 of Carolina Crossroads Program.	Railroad	No_Revision	Coordination efforts for CCR Phase 1 included on-site meetings and conversations with CSX and their owner's representatives to discuss the project. Questions were asked and responded to by both parties to familiarize each party of expectations. No other specific examples can be provided.
21	Agreement_and_TPs	TP-714	111	RFP 714.3.2: For the I-26 mainline bridge, piers shall be aligned with the new I-26 WB Ramp to I-126 bridge piers and set at the same skew. The skew and alignment for the new I-126WB to I-26EB Flyover bridge piers may vary from the new I-26 Mainline bridge as long as bridge hydraulic design criteria referenced in TP Section 714 have been satisfied. Please provide the final design drawings and CADD files for the new I-26 West WB Ramp to I-126 bridge in Phase 1. We are not able to progress the layout of the I-26 mainline bridge in support of our technical and price proposal without the final design drawings.	Structures	Revision	Phase 1 and Phase 2 bridge RFC Plans and CADD files were provided in Addendum #2.
22	Agreement_and_TPs	Agreement	80	Design-Build Agreement, Article 9.8.1(g) and Article 11.1.1 requires SCDOT to be included as an additional named primary insured instead of being an "additional insured". The difference between the two categories of insured are significant. Named insureds are tied to the first named insured by sharing owner and rights to pay premiums, cancel policies, administer changes to the policies, and indemnity and defense for the named insured's independent negligence. Additional insured's rights include indemnity and defense in the event of a covered claim and receiving notices of cancellation. Please revise to state "additional insured."	Legal	Revision	Section 9.8.1(g) has been corrected. Section 11.1.1 has been corrected to state 'additional insured on a primary and non-contributory basis'.  These revisions will be reflected in a future addenda.
23	Agreement_and_TPs	Agreement	83	Design-Build Agreement, 10.1.1.2(d) states that the \$10 million Warranty Bond must be in a form acceptable to SCDOT. Please confirm the AIA A313-2020 Warranty Bond form will be acceptable.	Legal	No_Revision	AIA A313-2020 Warranty Bond is acceptable.
24	Agreement_and_TPs	Agreement	92	Design-Build Agreement, Article 11.1.20(f) states that SCDOT will receive a credit against the Contract Price equal to the amount of the insurance premium that Contractor would have paid if it placed the Builder's risk insurance. As Contractor is required to provide the builder's risk insurance, this provision should be removed.	Legal	Revision	The recommended language has been removed.  This revision will be reflected in a future addenda.



25	Agreement_and_TPs	Agreement	118	The RFP makes reference to Exhibit 12 in 14.2.9.6. We believe the correct reference is Exhibit 7.	Legal	Revision	Exhibit 12 has been revised to Exhibit 7. This revision will be reflected in a future addenda.
26	Agreement_and_TPs	Agreement	124	Design-Build Agreement, 14.5.2 states that all compensation for Extra Work Costs and Delay Costs shall be net of all insurance available to Contractor. As a nationwide Contractor, we have a large insurance program which was not meant to apply on an unlimited basis for single project purposes. The Insurance Adjustment must be limited to the insurance required within the Design-Build Agreement. The following amendment is necessary:  In all other circumstances, each Claim seeking the recovery of compensation or Extra Work Costs and Delay Costs, as applicable, shall be net of all insurance <del>required to be carried pursuant to Section 11 available to Contractor</del> , or deemed to be self-insured by Contractor under Section 11.2.4, with respect to the Relief Event giving rise to the Extra Work Costs or Delay Costs.	Legal	Revision	Revisions have been made, but not specifically as suggested in comment. Section 14.5.2 has been revised to say "required to be carried pursuant to the Contract Documents" as insurance is set forth in Section 11 and also in corresponding Exhibit.  This revision will be reflected in a future addenda.
27	Agreement_and_TPs	Agreement	181	Design-Build Agreement, 24.4.2 states that SCDOT may transfer and assign its right, title and interest in and to the Contract Documents, including the Payment and Performance Bonds. As the party supporting the bonds, the Surety must be allowed to consent to the transfers of any Payment and/or Performance Bonds.  "24.4.2 SCDOT may transfer and assign all or any portion of its rights, title and interests in and to the Contract Documents, including rights with respect to the Payment Bond, the Performance Bond, the Warranty Bond, Guarantees, letters of credit and other security for payment or performance. No such transfer or assignment shall be made without the consent of the Surety, but may do so:"  (a) Without Contractor's consent, to any other public agency or public entity as permitted by Law, provided that the successor or assignee has assumed all of SCDOT's obligations, duties and liabilities under the Contract Document then in effect;  (b) Without Contractor's consent, to any other Person that succeeds to the governmental powers and authority of SCDOT; provided, however, that such successor(s) has assumed all of SCDOT's obligations, duties and liabilities under the Contract Documents then in effect; and  (c) To any other Person with the prior approval of Contractor.	Legal	Revision	Revisions have been made to section 24.4.2 to require Surety's consent for transfer and assignment; however, language revised in the DBA was not made as specifically suggested in comment.  This revision will be reflected in a future addenda.
28	Agreement_and_TPs	Agreement	1	Exhibit 7, F.1. states that Contractor must maintain Contractor's Professional Liability insurance with a minimum limit of \$5 million per claim and aggregate. Please confirm this coverage need not be project-specific.	Legal	No_Revision	Insurance does not need to be project specific.



29	Agreement_and_TPs	Agreement	1	Exhibit 7, II.2 requires subcontractors provide waiver of subrogation in favor of SCDOT, the State of South Carolina and other parties. Please make an exception for professional liability insurance provided by Subcontractors as this is often not commercially available on practice programs.	Legal	No_Revision	SCDOT's review of insurance marketplace indicates that such required coverage condition is available.
30	Agreement_and_TPs	TP-700	2	TP700.3.1.4 states that new bridges must have bridge roadway widths that are equal to or greater than the approach roadway widths. TP200.3.1.2.F.1 (shoulders – outside) describes the typical section for Bush River Road at the I-20 Interchange as one with 2 feet curb & gutter, 6 feet (minimum) shelf, with 5 feet wide (minimum) sidewalk in both directions. The 2021 SCDOT Roadway Design Manual, Chapter 13.3.2.a states that it is desirable to provide a 3-foot buffer area between curb and the sidewalk if there is sufficient right of way. Should the sidewalk on the bridge be widened to accommodate the 3-foot buffer design preference?	Structures	No_Revision	See RDM Section 7.5.1.1 Table 7.5-A where curb and gutter roadways and bridge widths are detailed. Roadway width is considered gutter-to-gutter for this condition. TP-200 does not require the use of the 3' buffer along Bush River Road.
31	Agreement_and_TPs	TP-700	3	RFP 700.3.1.8 requires prestressed concrete girders to be designed so that the algebraic sum of the beam camber at prestress transfer due to prestress force, the beam dead load deflections due to non-composite dead load and superimposed dead load deflections due to superimposed dead loads results in positive (upward) camber. Please clarify if net positive camber is at erection or at final condition.	Structures	Revision	Net positive camber should be demonstrated as described in RFP Section 700.3.1.8. TP700 has been revised to add this clarification.
32	Agreement_and_TPs	TP-400	8	Both subsections (400.4.2.1 & 400.4.2.2) cover all interstate on the project and both state, "Do not allow traffic on the milled surface." This restriction appears to be in conflict with TP 600.4.6 which states, "the length of roadway with a milled surface open to traffic is restricted to 4 miles" and contains no further restrictions related specifically to interstates. Please clarify if interstate traffic will be allowed on a milled surface.	Pavement	Revision	TP Section 600 details how traffic on milled surfaces shall be implemented where allowed. TP Section 400 defines where traffic is allowed on milled surfaces. A sentence has been added to TP Section 600.4.6 for clarity.
33	Agreement_and_TPs	TP-714		A review of the RFP and SCDOT REQUIREMENTS FOR HYDRAULIC DESIGN STUDIES does not provide clogging factors for inlets on grade and inlets in sag. Please confirm that the clogging factor for inlets on grade in 0% and inlets in sag is 0%.	Hydrology	No_Revision	The SCDOT does not provide a clogging factor for use in the storm system layout and analysis. The Contractor is responsible for the storm system design based on the procedures noted in the Requirements for Hydraulic Design Studies as well as the use of sound engineering judgement.
34	PIP	Utilities		U-sheets reference table for timeframe of Electric OH relocations. Can SCDOT provide those tables?	Utilities	Revision	Quick Reference Table was provided in Appendix B of the Preliminary UTC Report as part of addendum #2.
35	PIP	Utilities		Will SCDOT provide relief if after award a utility owner comes forward with prior rights not identified in the TPA documents?	Legal	No_Revision	Yes. Relief would be granted if a utility owner with prior rights is not identified in the TPA documents.



36	TPAs	Railroad		Please request and provide, from CSX, the most recent pipe/culvert inspection reports for all drainage crossing under CSX for the project area.	Railroad	No_Revision	This information has been requested from CSX with the intent to receive and provide prior to the last addendum.
37	TPAs	Railroad		Please request and provide, from CSX, all of the utility agreements crossing under and parallel to the CSX track for the project area.	Railroad	No_Revision	This information has been requested from CSX with the intent to receive and provide prior to the last addendum.
38	Agreement_and_TPs	Agreement	37	Access and or temporary right of entry are subject to Section 5.9.1 which does not exist in the current RFP. Please revise Section 5.15.2 or include Section 5.9.1.	Legal	Revision	The referenced section number in Section 5.15.2 has been revised to reflect 5.14.1 instead of 5.9.1.  This revision will be reflected in a future addenda.
39	TPAs	Right of Way		Please provide the Hold-off Parcel status for Parcels 144 and 322 which are not defined in TPA 809-2	ROW	Revision	Tract 144 condemnation documentation was provided w/ Final RFP.  Tract 322 ROE documentation was provided w/ Final RFP. Condemnation documentation will be provided in addendum #3.
40	TPAs	Roadway		Please provide finished grade surfaces or a 3d components drawing for all Phase 1 and Phase 2 proposed roadways into which Phase 3 will tie	Roadway	No_Revision	Files have been requested from the Phase 1 and Phase 2 contractors, and they will be provided if received. Any files received will be provided in a future addendum.
41	TPAs	Environmental		The 2023 Noise Policy has been finalized and contains no requirements for retroactive implementation. Please confirm that noise studies done to support a NEPA reevaluation (or final design noise analysis) should be done using the 2019 Policy.	Environmental	No_Revision	The noise studies associated with re-evaluations will be done using 2019 noise policy.
42	Agreement_and_TPs	TP-714	10	TP 714.3.1.9 states, "Exhaust all options prior to implementing structural controls. Contact the SCDOT Stormwater Manager for assistance in identifying options beyond those listed in the SWQM." The post-construction water quality control measures outlined in the SWQDM are exclusively structural, Please identify "all options" as they pertain to meeting post-construction water quality requirements outside those listed in the SWQM.	Hydrology	Revision	TP714 has been revised to note differences in Standard Application Permanent Structure Controls versus Limited Application Permanent Structural Controls. Best management practices for water quality should be limited to Standard Application Permanent Structural Controls to the Maximum Extent Practicable.



43	Agreement_and_TPs	TP-714	1	<p>SCDOT's Requirements for Hydraulic Design Studies 2009, (Available at <a href="https://www.scdot.org/business/technicalPDFs/hydraulic/requirements2009.pdf">https://www.scdot.org/business/technicalPDFs/hydraulic/requirements2009.pdf</a>.) governs design for this phase by reference in TPA 100-1 to "Hydraulic Design Bulletings."</p> <p>Table 2 on p. 53 of 78 of this manual classifies roadways as "high volume", "collector", and "local streets." These hydraulic classifications do not correspond to functional classifications identified in TP 200.3 and TP Tables 200-1 through 200-4. Please provide a basis to correlate proposed roadway to the classifications in SCDOT's Hydraulic Design Studies 2009, Table 2.</p>	Hydrology	No_Revision	<p>Roadway facilities classified as freeways or arterials in Tables 200-1 through 200-4 are considered High Volume in the Requirements for Hydraulic Design Studies Section 2.2.4 Table 2. Roadway facilities classified as collectors in Tables 200-1 through 200-4 are considered Collectors in the Requirements for Hydraulic Design Studies Section 2.2.4 Table 2. Roadway facilities classified as local in Tables 200-1 through 200-4 are considered Local Streets in the Requirements for Hydraulic Design Studies Section 2.2.4 Table 2.</p> <p>Ramps classified in TP Table 200-3 should be considered high volume.</p>
44	Agreement_and_TPs	TP-700		<p>Does SCDOT want a sidewalk on the Browning Rd bridge over I-20? This is currently not shown in the modified selected alternative layout and not required in the technical provisions but the existing bridge features a sidewalk. Are there any relevant statutory or other legal requirements that require sidewalk here? Bridge design manual Section 12.6.1.5.1 states "[i]n general, include sidewalks on all bridges if there is curb and gutter"</p>	Structures	No_Revision	<p>Sidewalk should not be included on the Browning Road bridge. Browning Road does not have curb and gutter so the BDM references does not apply.</p>



45	Agreement_and_TPs	TP-200	6	<p>TP 200.3.1.4 requires vertical curves to comply with SCDOT RDM; RDM Footnote 3 in Figure 6.3-C states "Broken back vertical curves are to be avoided where practical." "Where practical" does not have the same meaning as "required" so per TP 100.4.2.C this criterion does not control. The language in AASHTO A Policy on Geometric Design 2018 is similar, stating on page 3-179 that "[a] 'broken-back' gradeline (two vertical curves in the same direction separated by a short section of tangent grade) generally should be avoided, particularly in sags where the full view of both vertical curves is not pleasing. This effect is particularly noticeable on divided roadways with open median sections."</p> <p>Neither the SCDOT RDM or AASHTO Green Book 2018, though, define criteria for what constitutes a "short" vertical curve.</p> <p>"Does SCDOT have an opinion on what constitutes a "short" tangent between two vertical curves?"</p> <p>Proposer will design roadway profiles per TP 200.3.1.4 and SCDOT RDM. We will avoid broken back curves where practical."</p>	Roadway	No_Revision	Browning Rd does not have curb and gutter so the BDM reference does not apply.
46	Agreement_and_TPs	TP-400	6	<p>TP 400.4.4 requires that "Temporary pavement [ ] provide a satisfactory rideability to the public... defined as [ ] not to exceed 170 inches per mile when tested in accordance with SC-T-125." Could SCDOT please provide ride quality data for existing mainline shoulders?</p>	Pavement	No_Revision	SCDOT will attempt to run the shoulders for rideability and provide this data for information only. It is likely to take a couple of weeks to get this request completed and posted.
47	Agreement_and_TPs	TP-200	1	<p>TP Table 200-4 in section TP 200.3 establishes a functional classification and design speed for L-4429 Fairway Lane. The modified selected alternative does not show any improvements on Fairway Lane; reconstruction does not appear necessary geometrically; and the TPs do not explicitly address Fairway lane in the scope of work. What is the expected work related to fairway lane?</p>	Roadway	No_Revision	See TP 200.3.1.3 for modifications to frontage and side roads due to final design.



48	RFP	3	7 of 57	<p>When will the Industry Review RFP Non-Confidential Questions responded to with "No response at this time. Question is under review by SCDOT and will be answered with addenda to the Final RFP." be answered?</p> <p>RFP Section 3.6 states "SCDOT will respond in writing to the non-confidential questions and requests for clarifications received. The responses will be posted to the SCDOT Design-Build website within 15 business days of the deadline for submittal of non-confidential questions in the Milestone Schedule."</p> <p>Currently (85 business days later) there are still unanswered questions that were submitted on Tuesday, November 15, 2022.</p>	PM	Revision	The intent is to have all remaining comments from the IR period responded too and updated (as nec) w/ addendum #3.
49	TPAs	Lighting		The last page of TPA 690-1 (SCDOT Supplemental Specifications for Roadway Lighting) is labeled as "24 of 23". Please correct page numbering.	Other	Revision	Page number will be corrected.
50	TPAs	Right of Way	809-4	TPA 809-4: When will documents listed as "null" be provided?	ROW	No_Revision	Additional Right of Way Instruments and Commitments will be provided within TPA 809-4 in future Addenda as they are acquired.
51	PIP	Environmental	160-6	When will "Permit Plan CAD" be provided?	Environmental	Revision	The Permit Plan CAD files will be provided w/ addendum #3.
52	PIP	Roadway	200-2	Please provide all of the Typical Sections developed for the Schematic Design. It is very unusual to do R/W plans and not develop respective Typical Sections.	Roadway	No_Revision	Typical sections used for the development of the schematic design can be found in PIP 200-1.
53	Agreement_and_TPs	TP-400		<p>Review of Group B, C and D Road Groups with ADT and Truck %, it appears several roads needs to be changed:</p> <p>1) Fernandina Road (S-1842) is shown in Table 400-2 as "B" but it has the same traffic (1,100 VPD) and 5% truck</p> <p>2) Estimated ESALs for Burning Tree (S-2893), Browning Road (S-2892) and Jamil Road (S-1791) are comparable to Group B and they are classified as Group C.</p>	Pavement	No_Revision	Road groups provided in the RFP will remain.



54	TPAs	Utilities	140-4	Please provide existing easement information. Also, as utilities will need to cross this easement, please provide encroachment permit guidelines for these crossings and criteria.	Utilities	Revision	Encroachment Guidelines (for Dixie) titled Enterprise Encroachment Guidelines will be provided with addendum # 3.
55	TPAs	Utilities	140-9	Please provide contact information for the pre-approved designers and contractors.	Utilities	No_Revision	Contact information for designers/contractors for utilities was provided in addendum #1. AT&T contact information is provided in addendum #3. Request for contact information for Charter Spectrum has been made and this information will be provided in a future addendum.
56	TPAs	Utilities	140-2	Please provide all existing City of Columbia casing information for interstate crossings.	Utilities	No_Revision	Files have been requested from the utility and they will be provided if received. Any files received will be provided in a future addendum.



57	TPAs	Utilities	140-10	Please provide all existing SCWU casing information for interstate crossings.	Utilities	No_Revision	Files have been requested from the utility and they will be provided if received. Any files received will be provided in a future addendum.
58	Agreement_and_TPs	TP-140	4	Section 140.3.1.1 - As contractor is required to verify all utilities that have been identified within Project ROW, please provide all utility as-builts.	Utilities	No_Revision	Utility as-built data (supplemental utility files) were provided in addendum #2.
59	PIP	Utilities	140-3	As some utilities are recommended to remain under pavement, please provide approval documentation.	Utilities	No_Revision	At this time, no approvals have been obtained. It will be the Contractor's responsibility to provide justification to retain utilities under pavement.



60	PIP	Utilities	140-3	Please review the utility relocations VS proposed right-of-way along Burning Tree Dr where it is recommended to leave the utilities in place for a short approximately 500' section (in between Zimalcrest and Center Point). It is not reasonable to relocate utilities on either side of this section and maintain the existing. If this is acceptable by the utilities, please provide approval information. If not, there is not sufficient room to relocate utilities along Burning Tree Drive. Will Contractor be responsible to obtain the additional right-of-way needed for these relocations?	Utilities	No_Revision	SCDOT will review the location. If the Contractors design requires additional ROW to accommodate the construction of the project in accordance with the contract documents Additional Right of Way would be required, which would be the responsibility of the contractor. If the Schematic Design is constructed in accordance with the contract documents, and additional right of way is required, it would be considered a Necessary Schematic Right of Way Change.
61	Agreement_and_TPs	TP-140	9	Section 140.4.4 - As there are areas of limited ROW for the all utility relocations, will in-contract communication companies be allowed to attach aerially to OH power relocations?	Utilities	No_Revision	It will be the Contractor's responsibility to design the relocations, which may include above and below ground relocations.
62	TPAs	Structures	700-8	700-8 "Bridge Rehab Requirements" – Section 2, paragraph 3 references Special Provisions for Hydro-Demolition of Existing Surface in TP Section 1000. This Special Provision is currently not included in the RFP. When will this be provided?	Structures	No_Revision	The hydro-demo special provision was provided in addendum #2.
63	Agreement_and_TPs	Agreement	76	1.2.4 - Contractor should be entitled to relief if a conflict, ambiguity, omission, or inconsistency within the Contract Documents delays operations.	Legal	No_Revision	No revision.



64	Agreement_and_TPs	Agreement	79	<p>1.5.4 - Neither Article 14 nor the definition of "Relief Event" alleviates the concern triggered by this clause. As drafted, this clause will unfairly penalize the Contractor if the "Contract Documents omit or misdescribe any details of any Work that are necessary to carry out the intent of the Contract Documents" because, in the event of such omission or misdescription, "the Contractor shall be deemed to have known or have had reason to know of such omission or misdescription prior to the Effective Date, and shall perform such Work as if the details were fully and correctly set forth and described in the Contract Documents..."</p> <p>At a minimum, this section should be revised to include a reasonability standard similar to Section 1.5.1.</p> <p>Proposed revision: .... "Instead, if such omission or misdescription should have been known to Contractor prior to the Effective Date through the exercise of reasonable care, then Contractor shall be deemed to have known of such omission or misdescription..."</p>	Legal	Revision	<p>The Definition of "Contract Documents" includes documents drafted by Contractor. Contractor should not be entitled to relief for its failure to properly describe or omit items. Agree to reasonableness standard for documents drafted by SCDOT.</p> <p>Revisions to agreement will be reflected in a future addenda.</p>
65	Agreement_and_TPs	Agreement	293	<p>"Relief Event" - Definition should be expanded to provide schedule relief and reasonable compensation if the Contract Documents omit or misdescribe any details of any Work that are necessary to carry out the intent of the Contract Documents unless such omission or misdescription should have been known to the Contractor prior to the Effective Date through the exercise of reasonable care.</p>	Legal	Revision	<p>Definition of Relief Event amended to include errors in SCDOT drafted Contract Documents. Exclusion maintained for Contractor drafted documents.</p> <p>Revisions to agreement will be reflected in a future addenda.</p>
66	Agreement_and_TPs	Agreement	196	<p>14.4.7.1 - Local changes in Law should be included.</p>	Legal	Revision	<p>Revised to include Local Law.</p> <p>Revisions to agreement will be reflected in a future addenda.</p>
67	Agreement_and_TPs	Agreement	269	<p>"Change in Law" - The definition should be revised to delete the exclusion of changes in local Law; deletion would harmonize this definition with the more expansive definitions of "Governmental Entity" and "Governmental Rules" or "Law" (pg. 283) which are not limited and include local Law.</p>	Legal	Revision	<p>Revised to include Local Law.</p> <p>Revisions to agreement will be reflected in a future addenda.</p>
68	Agreement_and_TPs	Agreement	88	<p>3.1.5 - If SCDOT fails in, or delays, delivery of comments, exceptions, objections, rejections or disapprovals within the applicable time period under Section 3.1.2, Contractor should be allowed to recover under SCDOT-Caused Delay event (e). The concern here is not the Contractor's election to proceed at its own risk, its about the Contractor's inability to recover if SCDOT fails to exercise/discharge its right/duty to review a Submittal in a timely manner and the corresponding Catch-22 of either having to proceed at our own risk to mitigate damages/delay or jeopardizing the project schedule to await SCDOT's untimely performance.</p>	Legal	Revision	<p>Revised to allow for relief if SCDOT fails to timely act on Contractor's submission.</p> <p>Revisions to agreement will be reflected in a future addenda.</p>



69	Agreement_and_TPs	Agreement	88	3.1.6 - As with the comment re: 3.1.5, the concern with this provision is not with Contractor's election to proceed without SCDOT approval but is about untimely action by SCDOT. As drafted, this clause effectively converts all Submittals into Submittals requiring prior SCDOT review/approval because Contractor could be required, without any relief, to suspend operations if SCDOT untimely elected to disapprove a Submittal. The Contractor should be allowed to recover under SCDOT-Caused Delay event (e) if SCDOT takes untimely action on a Submittal not requiring prior approval.	Legal	Revision	Revised to allow relief if SCDOT is provided at least 15 business days to review before work commenced.  Revisions to agreement will be reflected in a future addenda.
70	Agreement_and_TPs	Agreement	274	"Delay Costs" - Definition references Exhibit 14 but there is no Exhibit 14. Please provide.	Legal	Revision	All references to Exhibit 14 will be removed from the Agreement.  Revisions to agreement will be reflected in a future addenda.
71	Agreement_and_TPs	Agreement	124	6.5.2 - The revisions have not eliminated our concerns. Contractor lacks contractual privity with other contractors and the elements of a tortious interference claim will be all but impossible to prove in cases involving accidental impacts to the project caused by other SCDOT contractors. SCDOT is in the best position to manage this risk because it has contractual privity with all parties involved and because it could elect to postpone procurement/award of adjacent projects that could impact performance of this project.	Legal	Revision	Modified language to allow for claim if Contractor satisfies certain conditions.  Revisions to agreement will be reflected in a future addenda.
72	Agreement_and_TPs	Agreement	108	5.8.3 - Why is the Contractor responsible for Additional ROW? Additional ROW is defined as "additional property outside of the Schematic ROW identified after Contract execution that is not a Necessary Schematic ROW Change... and is determined necessary for completing the design and construction of the Project, and which SCDOT has agreed to acquire."	Legal	Revision	Agree to remove Additional ROW from this provision.  Revisions to agreement will be reflected in a future addenda.
73	Agreement_and_TPs	Agreement	129	6.7.2 - This clause remains confusing and difficult to administer. Based upon the Contractor's obligation to maintain the project from NTP 2 to Final Completion per Section 2.2.2, it is unclear what, if any, "increase in costs SCDOT will incur during the term of this Agreement to operate and maintain the Project that is attributable to the Nonconforming Work." It is also unclear what costs Contractor has the burden of proving and what the effect of the clause would be if Contractor had no cost savings attributable to the Nonconforming Work.	Legal	Revision	Revisions have been made in DBA Section 6.7.2.



74	Agreement_and_TPs	Agreement	152	9.7.4.1 - Contractor requests reversion from use of "shall" to "may." SCDOT should have the ability to exercise discretion concerning whether to withhold a percentage of progress payments, particularly if the Contractor has taken actions to mitigate any negative effect attributable to a vacant position and especially if SCDOT intends to assess liquidated damages on the basis of that same vacancy.	Legal	Revision	Proposed revision is acceptable. Revisions to agreement will be reflected in a future addenda.
75	Agreement_and_TPs	Agreement	210	18.1.1(b) - Contractor requests deletion of this Contractor Default event. Liquidated Damages should be SCDOT's sole remedy for delays and defaulting the contractor for a late finish is an additional remedy because SCDOT may pursue a claim on Contractor's bond.	Legal	No_Revision	SCDOT declines to revise this provision. Distinction between contract breach with exclusive remedy.
76	Agreement_and_TPs	Agreement	216	18.3.1 - As with 19.1.1(b), failure to achieve Substantial Completion of Final Completion should not be a default event.	Legal	No_Revision	SCDOT declines to revise this provision. Distinction between contract breach with exclusive remedy.
77	Agreement_and_TPs	Agreement	222	19.2.1 - There should be a reasonable cap on Lane Closure Penalties. As drafted, penalties amount to \$282,000 per day.	Legal	No_Revision	SCDOT declines to revise this provision.
78	Agreement_and_TPs	Agreement	224	19.7.1 - There should be a specific limitation placed on the amounts SCDOT may recover from Contractor (including liquidated damages) that are not directly attributable to third-party claims, criminality/misconduct, and Hazardous Materials.	Legal	Revision	Revisions have been made in DBA Section 19.7.1 to address this comment.
79	Agreement_and_TPs	Agreement	225	19.8.2(d) - There should be a cap on the total amount of Liquidated Damages assessable to Contractor.	Legal	Revision	See revisions made in DBA Section 19.7.1 relative to this comment.
80	Agreement_and_TPs	Agreement	286	"Known or Suspected Hazardous Materials" - Subsection (a) Is the remaining reference to the Project Information Package correct?	Legal	No_Revision	No revision necessary.
81	RFP	8	48 of 57	The fifth schedule item on page two of the milestone schedule is titled "SCDOT Responds to Preliminary ATCs and Confidential Questions Submittal of Non-Confidential Questions". It is assumed that "Submittal of Non-Confidential Questions" should be removed from this item.	PM	Revision	The 'Submittal of Non-Confidential Questions' language within the milestone for 'SCDOT Responds to Prelim ATCs and Confidential Questions - March 21, 2023' has been removed.
82	RFP	8	48 of 57	Please consider moving the submittal of Non-Confidential questions from Wednesday, May 3rd to Thursday May 4th to allow proposers time to review responses to Formal ATCs prior to submitting questions.	PM	Revision	The requested revision has been made in the Milestone schedule.



83	RFP	8	48 of 57	Open Forum meetings scheduled for May 18th, August 15th and September 14th are titled "Open Forum Meeting to Respond to Non-Confidential and Confidential Questions". Open Forum Meetings should not be used for discussion of Confidential Questions.	PM	Revision	The Open Forum meetings in the Milestone Schedule (May 18, Aug 15 and Sept 14) have been revised to remove reference to responding to "Confidential Questions". New milestones have been added in July, August and September for "SCDOT Responds to Confidential Questions".
84	Agreement_and_TPs	Agreement	130	Page 130, Section 16.5, Lines 18 and 19 reference "Technical Provision Attachments Section 150". When will these be provided?	Legal	Revision	Article 16 updates are being reviewed by SCDOT and will be reflected in a future addenda.
85	Agreement_and_TPs	Agreement	129	There appears to be a typo in the numbering of DBA section 16.4.23. Suggest change to "16.4.2.3"	Legal	Revision	Section 16.4.23 heading has been revised to reflect 16.4.2.3. This revision will be reflected in a future addenda.
86	TPAs	Structures	2	TPA 700-7 "Approvals of qualifying complex bridge types and components will be in accordance with milestone schedule requirements of the RFP"  Please provide approval milestone for IPR Package.	Structures	Revision	Language has been added to the Instructions to Proposers section 3.12 and section 4.1 to include the IPR package as Appendix B in the Technical Proposal. As it is part of the Technical Proposal, it would have to be reviewed/approved prior to the date shown in the milestone schedule for Submittal of Technical Proposal.
87	TPAs	Utilities		Zip File Download for TPA 140-3 R2 contains one folder listed as "R1"  Please provide R2 or correct file name.	Utilities	Revision	Parent folder name within zip file will be renamed in addendum #3.
88	TPAs	Utilities		Zip File Download for TPA 140-2 R2 contains one folder listed as "R1"  Please provide R2 or correct file name.	Utilities	Revision	Parent folder name within zip file will be renamed in addendum #3.
89	PIP	General		The topo survey provided in the DTM ends just west of the Saluda River Bridge on I-20. The RFP requires the Noise Barrier O be constructed and it runs a significant distance past the end of the provided topo survey. Is there any additional surveyed topo in the area of the Noise Barrier O that can be provided?	Other	Revision	This topo information is available and will be provided as a PIP document in addendum #3.

