

**NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS
I-77 Exit 26 Interchange - P042443 - Richland County**

RFP FOR INDUSTRY REVIEW ROUND 1

Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	SCDOT	
						Response	Explanation
1	RFP	8	40 of 47	Both the CPM schedule and Complex Bridge Independent Peer Review Package could be highly contingent on approval of ATCs. Can SCDOT allow a minimum of 1 week between final determination of FATCs and the submittal of these items to allow for incorporation. Ideally this would be done by moving the Final RFP and all PATC/FATC milestones up by one week.	PM	Revision	Move Submittal of CPM and CBIP Review to 5/14.
2	RFP	8	40 of 47	It appears that SCDOT intends to respond to Confidential and Non-Confidential Question on May 22nd and 23rd. This is less than 10 days in advance of the technical proposal submittal (RFP Section 7.1). Please consider responding to questions and holding Confidential and Open Forum Meetings sooner to prevent delay of the technical proposal submission.	PM	No_Revision	SCDOT will try to provide responses in advance when possible.
3	Attach_A	Agreement	IV.B	Please consider adding a relief event for the SCDHEC NOI approval process. Recent projects of similar scope and size have taken more than double the time specified in the Permitting Time Chart provided in the Project Information Package.	Legal	No_Revision	High priority project for the state. We do not anticipate any issues or delays with the permit.
4	Attach_A	Exhibit 8		Please clearly define the Norfolk Southern Railroad Design Review process within the RFP so that all teams can accurately account for NSRR reviews in the CPM schedule.	Railroad	Revision	SCDOT intends to further define the NSRR design review process in the Final RFP. Currently Coordinating with NSRR.
5				Please provide the anticipated design and construction schedules for surrounding projects and out of contract utilities within the project limits.	Construction	Revision	SCDOT will provide proposed schedule for community Road Phase 1 and 2 in PIP. SCDOT will provide proposed Utility Relocation Schedules in PIP



6	Attach_A	Exhibit_3	1	<p>RFP states "Within 45 days of NTP the contractor shall clear the right-of-way of the proposed Connector Road alignment to facilitate the relocation of the Dominion Energy overhead power distribution line along the new SCDOT right-of-way."</p> <p>The ROW Graphic provided in Attachment B states that ROW along Connector Rd is "ROW to be acquired based on proposers design (By SCDOT)".</p> <p>Will SCDOT provide Dominion Energy's relocation plans and allow clearing in advance on ROW plan approval in this area since the standard review process takes longer than 45 calendar days?</p>	Utilities	Revision	SCDOT intent is to allow Dominion Energy to install their distribution line simultaneously with the construction of Connector Road. The time frame related to days form NTP will be further evaluated. Dominion Energy Distribution line will be located at the back of SCDOT ROW and their alignment will be reliant on the proposers alignment.
7	PIP	Roadway		Roadway conceptual plans (PDF page 25, Sheet No. 6) reflect the removal of the I-77 SB loop ramp at US 21 Interchange and relocation of US 21 SB to I-77 SB on ramp. Is this part of the scope of services? If so, please add language to RFP. Also, is an IMR required for this change?	Roadway	Revision	Will revise RFP language to include this work. No IMR is required, this was included in the approved IJR.
8	PIP	Roadway		The roadway conceptual plans show I-77 SB off ramp at US 21 (US21RPB) and I-77 NB off ramp at Blythewood Road (BLYRPD) being widened with shoulder improvements and resurfacing/cross slope correction. Is this part of the scope of services? If so, please add language to RFP.	Roadway	Revision	Will revise RFP language to include this work.
9				Please clarify the official project name. Both "I-77 Exit 26 New Interchange and Connecting Roads" and "I-77 New Exit 26 Interchange and Connecting Roads" are used interchangeably throughout RFQ, RFP and other published documents.	PM	Revision	"I-77 Exit 26 New Interchange and Connecting Roads" is the official project name.
10	RFP	5	32 of 47	There appears to be an error in the Example for Determining the Weighted Criteria Score. $x=10$ in the fifth column should be $x=80$ based on page 31.	PM	Revision	Will revise RFP instructions.
11	RFP	3	8-9 of 47	Additional lettering/numbering is needed within RFP section 3.5 to create clarity for future references. Currently section 3.5 contains two subsections that begin with "a" and "b".	PM	Revision	Additional Lettering/numbering has been added.
12	RFP	3	10	RFP Section 3.5.2 states that proposers must request meetings by the date specified in the milestone schedule, however there is no milestone for requesting meetings within the milestone schedule provided within RFP section 8.	PM	Revision	Conceptual ATC meeting shall be requested by the Deadline to submit second round of Non-Confidential Questions on RFP IR. 02/23/24 by 7:30AM. Milestone Schedule has been updated.
13	RFP	5	27	Please provide a breakdown of the 45 points associated with the CPM Schedule in the Technical Proposal?	PM	No_Revision	SCDOT will provide further clarification in the final RFP.



14	RFP	5	30	RFP Section 5.7 says a sealed envelope with technical and quality score will be provided when turning in Cost proposal but cost proposal is emailed per RFP section 4.3. Please clarify how proposers will receive the technical and quality scores.	PM	Revision	The Technical Score and the Quality Credit Score will be provided confidentially via email to each Proposer's POCs.
15	RFP	5		Section 5.10 "Best and Final Offer" states that "SCDOT will analyze the Cost Proposals as outlined in Section 5.6" The referenced section describes Communications and has no discussion of Cost Proposals.	PM	Revision	Revise to reference Section 5.7
16	Attach_A	Agreement	II.D.6	Will SCDOT consider reducing the initial review of design submittals to 10 business days based on the aggressive project schedule?	DM	No_Revision	Considered but will remain as is. Some submittals will have concurrent NFS RR review.
17				When will the anticipated Scout Site grading be complete?	PM	No_Revision	We anticipate the Scout Site Grading to be complete by 8-1-24 but will clarify in the Final RFP.
18	Attach_A	Exhibit_4c		Please confirm that the intention of Sections 2.1.2 and 2.2 are correct as follows, excluding patching and cross-slope correction. 2.1.2 NB Mainline existing requires 2 uniform lifts of asphalt. 2.2 NB Mainline only requires 1 uniform lift of asphalt.	Pavement	No_Revision	Confirm that 2.1.2 NB mainline existing requires 2 lifts of asphalt and 2.2 NB mainline requires 1 lift of asphalt.
19	PIP	Pavement		Will SCDOT be providing any information on the existing pavements?	Pavement	Revision	SCDOT will share a pavement investigation report. (Project Information Package)
20	Attach_A	Exhibit 5		Would SCDOT allow patching of lean concrete base with special use concrete or extra depth patching instead of #57 Stone? See Exhibit 5 PCCP Full Depth Patching	Pavement	No_Revision	Yes.
21	Attach_A	Exhibit_4c		RFP Section 4C mentions the following in several locations, "Clean and reseal joints in accordance with section 504 and random cracks as specified in section 505." Please clarify which joints are to be resealed. Also, will SCDOT provide a unit rate and quantity for joint sealing Section 504 and/or random crack sealing Section 505 work to be performed in similar manner to Full Depth Patching.	Pavement	No_Revision	Longitudinal joints, any existing patches, and joints on ramps. SCDOT will provide unit price and quantity for random crack sealing but not for the joint sealing. SCDOT will not provide a unit rate and quantity for joint or random crack sealing. Random crack sealing quantities are expected to be relatively small and shall be included in the design-build team's bid.
22	Attach_A	Exhibit_4c		Please confirm that the intention of Section 4C is to diamond grind all PCCP that is to be ultimately overlaid with asphalt.	Pavement	No_Revision	Confirmed, the entire section will be diamond ground.
23	PIP	Railroad		Will SCDOT provide plans for P043072 (NSR RR Bridge over I-77) in the Project Information Package for reference?	Railroad	Revision	SCDOT will provide select plan sheets for the NSR RR Bridge over I-77 in Attachment B.



24	Attach_B	Hydraulics		Will SCDOT provide HEC-RAS modeling files associated with the analysis output from Appendix B.11 of the provided "Stormwater Management Design Study" in the Project Information Package?	Hydrology	Revision	SCDOT will provide available files via SharePoint
25	Attach_B	Hydraulics		Will SCDOT provide a copy of the CLOMR prepared by the Scout Motors Development engineers for Beasley Creek (mentioned in Exhibit 4e section 2.3.1 of the RFP)? Also will the revised FEMA HEC-RAS model be provided?	Hydrology	Revision	SCDOT will provide available files.
26	RFP	5	28 of 47	Quality Credit Score Item B.1: If Proposer commits to completion of the Interim Condition more than 60 days prior to the Substantial Completion deadline will additional points be available from the 40 points for items not specified in Section 4.1? If so, will additional days be weighted the same at 0.25 points/day?	PM	No_Revision	No additional points will be awarded for completion more than 60 days ahead of substantial completion.
27	RFP	5	28 of 47	Quality Credit Score Item B.1: Will the 15 points available for early completion of the Interim Condition be distributed linearly for up to 60 days prior to Substantial Completion? (0.25 points/day)	PM	No_Revision	15 points will be given for completing the Interim Condition 60 days prior to Substantial Completion. Other points values will be determined by SCDOT.
28	RFP	5	28 of 47	Please clarify Quality Credit Score Item B.2. Is it SCDOT's desire for this item to be completed 10 months prior to Substantial Completion?	PM	No_Revision	Yes, SCDOT desires to minimize the amount of time an at-grade crossing exists along US-21.
29	Attach_A	Exhibit 4e	4	Section 2.1.19 states "Cross-line pipes within the project limits which have not been inspected shall be replaced." Section 2.1.20 seems to be contradictory to that statement, by detailing requirements for field and video inspections on retaining cross-lines that have not been inspected. Can SCDOT clarify if replacement of existing cross drain pipes that have not been inspected as shown in the "Existing Pipe Evaluation Results and Recommendations" list provided is required or not? If so, does this also include cross-lines that could not be accessed/located per the list?	Hydrology	Revision	All pipes not found or inspected shall be considered replacements.
30	Attach_B	Traffic		Please provide Traffic Analysis files (Synchro and/or HCS files).	Traffic	Revision	Files will be provided when they are available.
31	Attach_B	Structures		Please provide quantities and unit rates for the Bridge Rehab Scope similar to Full Depth patching of pavements.	Structures	Revision	Per Exhibit 4b Section 2.4, minimum required quantities are provided in the Attachment B rehab report and bridge rehab cost shall be included in the lump sum project cost. Unit rates will not be provided for each quantity. The list of Minimum Schedule of Values will be revised to include bridge rehabilitation cost as its own required SOV item.



32	Attach_A	Exhibit 4d_Pt 4	2.6	Section 2.6 in Exhibit 4d states all routes to remain open to traffic including no restriction/reduction in movements. Request Community Road be allowed to be closed during construction of the interchange. Please provide schedule for completion of work along Community Road being performed outside of this contract. How will the tie-in transition occur if the road is not closed during construction? The contractor that completes their section first would need to provide a transition if the road is not closed.	Traffic	No_Revision	It is our intent to allow full closure of Community Road. Coordination is ongoing. Further details to be provide in the Final RFP.
33	Attach_A	Agreement	7	II.A. (pdf pg 60): request deletion "right of way services" to align with SCDOT responsibility detailed in Article VIII.	Legal	No_Revision	Article VIII includes some duties of Contractor to perform right of way services for the Project. See Article VIII Subparts C and E.
34	Attach_A	Agreement	8	II.B.4. (pdf pg. 61): Please delete "Right of way services shall be the responsibility of the CONTRACTOR...". This is in direct conflict with Article VIII.	Legal	No_Revision	Article VIII includes some duties of Contractor to perform right of way services for the Project. See Article VIII Subparts C and E.
35	Attach_A	Agreement	15	II.H.5 (pdf pg. 68): The timeframes included here are in conflict with the requirements of Standard Spec. 105.16.2. Request extended notice timeline or deletion of requirement that escalation ladder be exhausted prior to submission of notice of claim.	Legal	No_Revision	The Standard Specifcations is an inferior document to the Agreement in the order of precedence. Agreement can modify the requirements in the Standard Specificaitons.
36	Attach_A	Agreement	22	III.A. (pdf pg. 75): Please add adverse permitting impacts as an allowable contract price adjustment.	Legal	No_Revision	High priority project for the state. We do not anticipate any issues or delays with the permit.
37	Attach_A	Agreement	23	III.B.1.i (pdf pg. 76) Adverse Utility Adjustments is not defined in Article VII.	Legal	No_Revision	See Article VII.A.4
38	Attach_A	Agreement	28	IV.A.3.l. (pdf pg. 81-82): No withholding should be made without advanced notice to Contractor. Please lower amount of withholding to 1%.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
39	Attach_A	Agreement	28	IV.A.3.l. (pdf pg. 81-82): Please delete the word "fails" and insert "refuses"; i.e., "If CONTRACTOR refuses to provide an acceptable...".	Legal	No_Revision	SCDOT is not amenable to this suggested change.
40	Attach_A	Agreement	30	IV.B.9. (pdf pg. 83) Adverse utility relocation impacts is not clarified in Article VII.	Legal	No_Revision	See Article VII.A.4
41	Attach_A	Agreement	31	IV.D (pdf pg 84): This is a substantial increase over SCDOT's prior LD amounts. Request amount be lowered w/ option for self-imposed LDs at a higher value.	Legal	No_Revision	High priority project for the state. It is essential this project is completed on time. Therefore, LDs have been increased to reflect this requirement.
42	Attach_A	Agreement	39	VII.B. (pg. 92): Please consider an allowance for flagging and design review costs.	Legal	Revision	SCDOT intends to further define the NSRR design review and flagging process in the final RFP. Currently Coordinating with NSRR.
43	Attach_A	Agreement	40	VII.B.8 (pdf pg. 93): Please delete "CONTRACTOR shall not be entitled to additional compensation for interference or delays related to railroad coordination." That is at odds with Article III.B.1.j.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
44	Attach_A	Agreement	46	IX.B. (pdf pg. 99): Request revision/deletion of last sentence. Contractor should be allowed to request additional compensation. SCDOT should retain the discretion to consider such a request.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
45	Attach_A	Agreement	47	IX.C (pdf pg. 100): SCDOT should bear the cost of any Permit Extensions that are necessary because of SCDOT-Caused Delay.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
46	Attach_A	Agreement	53	XIII.D. (pdf pg. 106): Please reconsider the procedures here - there should be an avenue for the Contractor to proceed with work in a timely manner.	Legal	No_Revision	SCDOT is not amenable to this suggested change.



47	Attach_A	Agreement	55	XIV.A.4 (pdf pg. 108): Please delete. Changes in law appear to be included in Contract Price Adjustments and Time Extensions.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
48	Attach_A	Agreement	58	XVI.A.1.c.(iv.) (pdf pg. 111): Does SCDOT interpret this language to include SCDOT's personnel and/or agents (CEI, etc.)?	Legal	No_Revision	It does not. SCDOT Employees and Agents are defined in XVI.A.1.a.
49	Attach_A	Agreement	60	XVI.A.2.s. (pdf pg. 113): As drafted, this could be a backdoor waiver of Contractor's right to seek a price adjustment or time extension for material errors contained in SCDOT prepared documents. Request this section be removed from the Agreement.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
50	Attach_A	Agreement	60	XVI.A.2.l. (pdf pg. 113): Please delete. Contractor should not be responsible for Inverse Condemnation.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
51	Attach_A	Agreement	61	XVI.A.3.a. (pdf pg. 114): Please delete "gross". It is unreasonable, and in conflict with SC law, to require indemnification for negligence of the Indemnified Party.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
52	Attach_A	Agreement	61	XVI.A.5. (pdf pg. 114): This provision should only apply to the extent the referenced Utility Agreements and Railroad Agreements were provided to Contractor prior to bid.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
53	Attach_A	Agreement	66	XVII.A.1.k (pdf pg. 119): This language is overbroad and should not trigger a no-notice default. Request the addition of an intent requirement and/or notice & opportunity to cure. Accidental omissions, misrepresentations, inaccuracies, etc. should not trigger a no-notice default.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
54	Attach_A	Agreement	67	XVII.A.1.l (pdf pg. 120): This language is overbroad and should not trigger a no-notice default. Request the addition of an intent requirement and/or notice & opportunity to cure. Accidental omissions, misrepresentations, inaccuracies, etc. should not trigger a no-notice default.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
55	Attach_A	Agreement	68	XVII.A.2.e (pdf pg. 121): Request deletion of (k) and (l) from this list. Both of those events should include notice & opportunity to cure.	Legal	Revision	SCDOT is considering this suggested change.
56	Attach_A	Agreement	70	XVII.A.3.c.(i.) (pdf pg. 123): Request insertion of "Following a Contractor Default, and after any relevant period for notice and opportunity to cure," before the first sentence.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
57	Attach_A	Agreement	73	XVII.A.3.f (pdf pg. 126): Please specify that the Surety/ies' liability shall not exceed the penal sum of the bond(s).	Legal	No_Revision	SCDOT is not amenable to this suggested change.
58	Attach_A	Agreement	73	XVII (pdf pg. 126): Number sequence for suspension related provisions is off.	PM	Revision	Will correct.
59	Attach_A	Agreement	83	XXIV.4. (pdf pg. 136): Please clarify that the "notices" referred to here do not include a Form 100.04 Notice of Intent to File Claim.	Legal	No_Revision	Form 100.04 does not apply to this provision.
60	Attach_A	Exhibit 5	13	Section 105 (pdf pg. 265): The allowable markup for Extended Job Site Overhead should be 10%.	PM	No_Revision	No



61	RFP	3	Section 3.10 / 21 of 394	Stipend acknowledgements are numbered 1. and 14. Please revise numbering, or include items 2 through 13.	PM	Revision	Stipend acknowledgements have been renumbered.
62	RFP	5	Section 5.7 / 35 of 394	In the Second Paragraph of 5.7 it notes the Total Cost to Complete and other weight criteria factors will be entered in the formula but the formula does not have a variable for cost. Please confirm cost will not be part of the weighted criteria score even if bid is lower than fixed price.	PM	Revision	Cost will not be a part of the evaluation in the weighted criteria score.
63	Attach_A	Agreement	Section III.B / 83 of 394	Please include specific time extension clause as it pertains to Section VIII.G.3 (98 of 394) Schedule, Delays and SCDOT's right of way acquisition.	PM	No_Revision	No revision.
64	Attach_A	Agreement	Section VIII.A.6 / 94 of 394	RFP refers to SCDOT Right of Way Plans. There are a couple of right of way diagrams/exhibits but there does not appear to be any plans. Will SCDOT provide the Right of Way Plans if they are available?	ROW	Revision	SCDOT will provide titles and exhibits for each tract when acquired.
65	Attach_A	Exhibit_3	150 of 394	Conceptual Roadway Plans include interchange reconfiguration work at the US 21 and I-77 interchange but that is not included in the Scope of Work. Please confirm interchange work is not part of this project.	Roadway	Revision	Will revise RFP language to include this work.
66	Attach_A	Exhibit_3	151 of 394	Clarify the intent of the last bullet in Scope of Work - "Construction of the new Scout Facility". Is this to be limited to approach roadways?	Roadway	Revision	Will revise RFP language to clarify.
67	Attach_A	Exhibit_4b	Sections 2.1.17 & 2.1.18 / 170 of 394	Please clarify if lighting is required.	Traffic	No_Revision	Lighting is not required using the current Interchange Configuration.
68	Attach_A	Exhibit_4b	Section 2.1.25 / 173 of 394	Third paragraph mentions Interior Pile Bents are only permitted at creek crossings on this project. Please clarify as no bridges on this project are over creeks.	Structures	Revision	Creek bridge criteria is included in the RFP in the event that a bridge is proposed in lieu of box culverts along Connector Road or elsewhere in the vicinity of streams/creeks/wetlands. Will revise to "creek crossings" to "water crossings".
69	Attach_A	Exhibit_4a	Section 2.3 / 160 of 394	Please confirm all widening of the interstate will occur to the outside of existing lane configuration.	Roadway	No_Revision	Confirmed, all interstate widening will occur to the outside of the existing lane configuration.



70	Attach_A	Exhibit_4a	Section 2.11 / 162 of 394	RFP states "Include in the Roadway Plans all pertinent information used to establish the right of way acquired for this Project. All information used to establish CONTRACTOR-Designated Right of Way and Additional Right of Way shall be incorporated into the right of way plans and the final plans. All right of way, including revisions, shall be included in the Project plans for this Project." Please define "pertinent information" and "All information" necessary for SCDOT approval.	Roadway	No_Revision	See RDM 22.2.6 for guidance, as well as the SCDOT Road Design Reference Material for Consultant Prepared Plans. Ensure the QC checklist is utilized, as well.
71	RFP	3	Section 3.6.1 / 16 of 394	We request that the maximum number of formal ATCs be increased to 15.	PM	No_Revision	The schedule will not accommodate additional ATCs.
72	RFP	4	Section 4.1 / 23 of 394	Appendix A.4: CPM schedule explains a list of items at a minimum to include in the technical writeup. Section 6.i states the narrative should not exceed 5 pages and excludes the Gantt chart. Please specify the information required (columns, sorting , organization) for the Gantt chart.	PM	Revision	Columns shown as a minimum must include: Activity ID, Activity Name, Original Duration, Total Float, Start, Finish, and Budgeted Total Cost
73	RFP	4	Section 4.1.6 / 27 of 394	Section 6.i in Appendix A.4: CPM Schedule describes the requirement that each schedule activity shall be "cost loaded" and the cost shall be based off the fixed fee. Since the schedule is part of the technical proposal which is submitted prior to the final price it will be difficult to provide cost loading without knowing what work can be included for the fixed price. Can the final schedule be prepared without the cost loading for the technical submittal.	PM	No_Revision	All base scope must be provided for the fixed price identified in the Final RFP.
74	RFP	4	Section 4.1.6 / 27 of 394	For Appendix A.4: CPM schedule does not specify submitting an electronic version of the schedule (XER etc.). As it relates to the cost loading, if required, Please provide direction on how to show/included the cost in the Gantt chart or if an electronic version is required.	PM	Revision	Electronic Version will be required.
75	RFP	4	Section 4.1.6 / 27 of 394	Is there a page limit for the schedule Gantt chart	PM	No_Revision	No
76	RFP	3	Section 3 / 8-23 of 394	The numbering format of Section 3 appears to be incorrect. Please revise.	PM	Revision	Will correct.



77	Attach_A	Exhibit_3	Section 3 / 150 of 394	Pg 1 Exhibit 3 – The scope notes the connector road right of way will be cleared within 45 days of NTP. The ROW Graphic notes the connector road is ROW to be acquired by SCDOT based on the proposers design. Is it the intention of SCDOT to settle the right of way for this parcel based on the proposer’s design in enough time to allow the contractor to clear the area? What is SCDOT estimating for the time needed to clear the connector rd. that was used to establish the 45 day time limit? Please clarify 45 calendar days or 45 working days?	PM	Revision	SCDOT intent is to allow Dominion Energy to install their distribution line simultaneously with the construction of connector road. The time frame related to days form NTP will be further evaluated. Dominion Energy Distribution line will be located at the back of SCDOT ROW and their alignment will be reliant on the proposers alignment.
78	Attach_A	Agreement	10 of 91	In reference to II Project Scope, D. Design Review, Paragraph 6 - Given the schedule risk associated with the project, SCDOT should consider review times of 10 days or less as opposed to 15 days.	PM		SCDOT is considering reducing review times to 10 business days for submittals not requiring 3rd party coordination.
79	Attach_A	Agreement	31 of 91	In reference to IV Contract Time, D. Liquidated Damages, Paragraph 1 - Please consider lowering LDs to \$25,000 per day.	PM	No_Revision	No revision.
80	Attach_A	Agreement		In reference to VIII Right of Way Acquisition and Attachment B>Roadway>ROW Graphic.PDF - Please clarify why SCDOT is requiring Contractor to acquire ROW associated with parcels in Blue and Green? Given the schedule risk and fixed price, it would be appropriate for SCDOT to acquire these parcels. Please clarify if SCDOT or Contractor is responsible for ROW costs (land and acquisition cost) for parcels colored in Blue and Green.	ROW	No_Revision	R1 Graphic should clarify.
81	Attach_A	Agreement		Please include a Table of when acquisition parcels will be available or have ROE - this is critical to building CPM schedule, evaluating risk, and developing overall approach for executing the project.	ROW	Revision	Clarification will be provided when Tracts will be available.
82	Attach_A	Exhibit 4a		Roadway design criteria states permissions and temporary Right of Way are not allowable. Does this apply to culverts and/or outfall locations? See Conceptual Roadway Plans for US21 realignment approx. Sta. 695.	Roadway	No_Revision	Conceptual plans are for information only. Yes, all culverts & outfall locations should be included in proposed ROW.
83	Attach_A	Exhibit_4b	2.1.5	NSRR Public Improvement Projects Manual (Effective Date 1/1/2022) Appendix H-1.1 Overhead Grade Separation Design Criteria Section 2.2 states 23'-6" minimum vertical clearance required. Will SCDOT please verify that 23'-6" minimum clearance measured from top of high rail to lowest point of proposed structure, measured at a point offset 6'-0" from the proposed centerline of track is required for the proposed bridge over NSRR?	Structures	No_Revision	Norfolk-Southern manual criteria (23'-6") does govern the vertical clearance requirement over the railroad. Vertical clearance section of RFP Exhibit 4b refers to Exhibit 8 which refers to the latest NSRR manual. Conceptual Bridge Plans in PIP incorrectly show 23'-0" required.
84	Attach_A	Exhibit_4b	2.1.12	Can SCDOT please verify the final finish requirements specified within are also applicable to the proposed bridge over NSRR?	Structures	Revision	Final Finish painting of exposed concrete surfaces will not be required for US 21 over NSRR specifically. Anti-graffiti coating will be required on the MSE wall surfaces.



85	Attach_A	Exhibit_4b	2.1.21	"Where the geotechnical report indicates corrosion is a concern, use the entire perimeter of the steel section in contact with soil/water when determining sacrificial thicknesses for the design life of the member." If corrosion is determined to be a concern, what corrosion rate will be accepted by SCDOT for design?	Structures	No_Revision	The corrosion rate depends on electrochemical test results and how aggressive the conditions are. Guidance for corrosion rates can be found in the AASHTO Guide Specifications for Service Life Design, as well as FHWA publications such as FHWA GEC 012. The geotechnical baseline reports provided indicate that the soils at the borings that were sampled are non-aggressive. Final determination on corrosion rate will be left up to the structural engineers to make a determination on this project.
86	Attach_A	Exhibit_4b	2.4	The bridge rehabilitation is listed as "Variable Scope Item 1." Is the intent that all bridge rehabilitation listed in Attachment B be performed or is the intent to perform as much as possible within the fixed price?	Structures	Revision	All rehab items must be performed for each individual bridge. The Northbound and Southbound bridges will be split up into two variable scope items worth the same number of points each, such that one bridge could be completely rehabbed and the other receive no rehab work.
87	Attach_A	Exhibit 4e	2.2	What is the storm event used for the temporary drainage for the bridges?	Hydrology	Revision	Exhibit 4b will be clarified to refer to Exhibit 4e 2.1.5 for temporary drainage requirements on new stage-constructed bridge decks. For rehabilitation work on I-77 bridges over US 21, additional drains are not required for temporary condition and existing drains shall be maintained in their current locations.
88	Attach_A	Exhibit 4e	2.3.1	Can SCDOT provide the hydrologic and hydraulic report, effective HEC RAS models, hydraulic analysis, and full CLOMR submittal in Attachment B?	Hydrology	Revision	SCDOT will provide available files in the Project information Package.
89	Attach_A	Exhibit 8	2.3	NSRR Public Improvement Projects Manual (Effective Date 1/1/2022) Appendix H-1.4 Overhead Grade Separation Design Criteria Section 3.4 "Caissons/drilled shafts located within the live load influence zone shall be protected by a casing and designed for the full railroad surcharge using the Boussinesq Equation for strip loads as detailed in AREMA, Chapter 8, Section 20.3.2.2. Refer to the "Lateral Pressure from Train Loads" design references for further information." - Can SCDOT please verify if the live load influence zone extends into rock that this requirement is not required? Typically drilled shaft casings are only extended partially into rock so as to create a seal; extending the casing into rock to meet the requirement would have an effect on the geotechnical analysis.	Structures	No_Revision	This is a Norfolk-Southern manual requirement that is subject to final bridge plan review by the railroad. This design requirement will depend on the drilled shaft proximity to the railroad track and the depth of rock. SCDOT cannot confirm how Norfolk-Southern will enforce this requirement without final plans.
90	Attach_A	Exhibit 8	2.3	NSRR Public Improvement Projects Manual (Effective Date 1/1/2022) Appendix H-1.4 Overhead Grade Separation Design Criteria Section 4.A.3 "Girder splices are not permitted in the span over the railroad property without prior written approval from the NS Public Improvements Engineer. In the event that a splice must be located in the span over the railroad, the designer shall submit a variance request to NS for review and approval." Will a spliced plate girder with reinforced concrete deck require a variance request to NS?	Structures	No_Revision	This is a Norfolk-Southern manual requirement that is subject to bridge plan review by the railroad. SCDOT cannot confirm at this time.



91	Attach_A	Exhibit 8	2.3	NSRR Public Improvement Projects Manual (Effective Date 1/1/2022) Appendix H-1.5 Overhead Grade Separation Design Criteria Section 4.B.1 "Protective fencing shall be provided on both sides of overhead structures regardless of the presence of sidewalks." Will SCDOT please verify that protective fencing is required for the proposed bridge over NSRR?	Structures	Revision	Confirmed, protective fencing is required per NSRR criteria. This will be clarified in the Exhibit 4b barrier section.
92	Attach_A	Exhibit 8	2.3	Can SCDOT provide the proposed track profile within the bridge limits for the proposed bridge over NSRR so as to verify the minimum vertical clearance is met within the proposed design?	Railroad	Revision	SCDOT will provide 75% plans now and 100% plans when complete.
93	PIP	Utilities		When will SCDOT release the Preliminary Utility Report to shortlisted teams?	Utilities	Revision	SCDOT will provide this report.
94	PIP	Utilities		Are shortlisted teams now permitted to contact/ coordinate directly with utility owners?	Utilities	No_Revision	SCDOT does not prohibit coordination with Utility owners.
95	PIP	Utilities		Other than the overhead electric transmission facilities, are there other proposed utility relocation plans/ sketches available and can they be shared with the shortlisted teams?	Utilities	Revision	SCDOT will provide when available
96	PIP	Roadway	6	Can the utility line codes (e.g., T1, W2, E2) be added to the utility owner contact list in the Conceptual Roadway Plans for easier identification?	Utilities	Revision	SCDOT will provide all SUE (CAD) and utility files when available.
97	PIP	Railroad		Can SCDOT provide the VAL maps and FRA track crossing reports within the project area?	Railroad	Revision	Information requested is available from the FRA website. NFSRR will relocate Boomer Road.
98	PIP	Railroad		Does SCDOT have an executed Preliminary Engineering Agreement with Norfolk Southern for this project? If this agreement is not executed, when is the anticipated timeframe for said execution?	Railroad	Revision	SCDOT is currently coordinating with NSRR and will provide an update when more information is available. NSRR will attend second Non-Confidential Open forum meeting for questions.
99	PIP	Utilities		Are there any MOAs or Utility Agreements between SCDOT and utility owners in the project corridor already started or executed? If so, please provide to the shortlisted teams.	Utilities	Revision	SCDOT will provide this information when available.
100	PIP	Roadway		Proposed 2 @ 10'x7' RCBC on Plan at approx. Sta. 704+90 on Roadway Plan Dwg. No. 11 does not match proposed culvert on profile sheet. Can SCDOT confirm proposed culvert size?	Hydrology	No Revision	2 @ 10' BY 7' are the proposed culverts
101	PIP	Roadway		Boomer Road at Northern End of US 21 Relocation is shown as being closed in the Conceptual Roadway Plans. Please confirm closure is acceptable as part of this project. Difficult to confirm all parcels have access from S-40.	Roadway	Revision	Boomer Road is being relocated by NSRR, will update RFP language.



102	PIP	Roadway		Relocated US 21 at approximate stations 691+00 to 700+00 shows a large drainage ditch draining to the new spur line right of way. Request confirmation that NSRR has approved outfall in their right of way. Will New Right of Way be required for the ditch at transition, roadway concept plans show partial ditch construction outside of right of way.	Roadway	Revision	SCDOT is currently coordinating with NSRR and will provide an update when more information is available.
103	PIP	Roadway		Please provide the Geopak Shapefile for all roadway alignments.	Roadway	No Revision	SCDOT will provide files.
104				There are numerous instances in the RFP where SCDOT will provide information that is currently not available.	Railroad	Revision	SCDOT is currently coordinating with NSRR and will provide information as it comes available.
105	PIP	Environmental		We request the CLOMR.LOMR ICPR model for Scout motor site as part of the PIP for analysis.	Hydrology	Revision	SCDOT will provide available information.
106	PIP	Environmental		Please request the effective Beasley Creek HEC-RAS model for the Project Connect Scout motor site in the event the timing of the Scout site CLOMR/LOMR is delayed. The effective model is requested to run the impact of the proposed project on the floodplain	Hydrology	Revision	SCDOT will provide available information.
107	PIP	Environmental		Please provide clarification that the floodway has been removed in the MT- 2 CLOMR/LOMR application form for the Scout Motor site and that this has been approved by regulators.	Hydrology	Revision	Thomas and Hutton response: The FEMA floodway was removed from a portion of the Scout Motors site (area between the two proposed sections of 60" culverts).
108	PIP	Environmental		Please confirm if the developer has considered the impacts from the rise in water surface elevation upstream of the Scout motor site into SCDOT ROW. For example the CLOMR indicates at Trib1-00-07 a 2.17' rise in TABLE 4: Comparison of Existing Conditions Water Surface Elevations (WSE) to Proposed Conditions WSEs. This appears to affect the existing 48" RCP culvert at approx sta 1756+00 by increasing the tailwater and reducing conveyance. This existing culvert is to be retained per Attachment B. Please confirm.	Hydrology	Revision	Thomas and Hutton response: Unfortunately, it was not possible to avoid the rise in 100-yr water surface elevations upstream of the piped/filled sections of Beasley Creek, however the tailwater conditions and potential impacts to upstream areas were carefully considered. The site stormwater model shows that the road surface of Community Rd has approximately 6.5' of freeboard over proposed 100-yr WSE adjacent to it, and I-77 has approximately 19.5' of freeboard over the proposed 100-yr WSE. Additionally, there is no increase in 100-yr WSE upstream of the culvert under I-77 onto offsite properties. The effective flood model shows a BFE (100-yr WSE) of approximately 421' at the outfall of the referenced culvert (Trib1-00-07 location), the "existing conditions" flood model shows a 100-yr WSE of 418.01, and the "proposed conditions" flood model (that the CLOMR is based on) shows a 100-yr WSE of 419.17. So compared to the effective flood model, the CLOMR is actually creating a slight reduction in the BFE at Trib1-00-07, but our updated "existing conditions" model shows a lower 100-yr WSE than the effective model.



109	PIP	Environmental		Please provide clarification from the Scout Motor site related to the water surface rise as indicated in the MT-2 CLOMR/LOMR application. The CLOMR/LOMR floodplain has shifted to the east. Please confirm if it has impacted the SCDOT ROW. The Scout Motor Site floodplain shift may require the issuance of another CLOMR /LOMR for the I-77 Exit 26 if there is a foot of rise in the ae zone or no rise if the floodway.	Hydrology	Revision	Thomas and Hutton response: The CLOMR shows a slight change on the edge of the SCDOT right-of-way along Community Rd. Please see the attached maps for reference. Please note that if SCDOT is proposing road work that might impact the proposed floodplain or floodway depicted in the CLOMR (but not the effective floodplain or floodway), it may be worth having a discussion with FEMA to see if it could be addressed under a single LOMR application following construction to avoid having to submit an additional CLOMR application. T&H is happy to discuss.
110	RFP			Please confirm the design superelevation rates for Connector Road, Community Road, Farrow Road, and US-21 are determined from AASHTO Method 2 according to Section 5.3.3 and Figure 5.3-F of the SCDOT Roadway Design Manual (low speed urban street).	Roadway	No Revision	Confirmed that the Superelevation rates used for Connector Road, Community Road, Farrow Road, and US 21 were determined using the tables in Figure 5.3-F per Section 5.3.3 in the RDM.
111	RFP	2	Exhibit 4b - Section 2.2.4 Exhibit 8 - Railroad Information 2.1	The Overhead Bridge Details sheets of the NSRR Public Projects Manual allow fill to be placed within the railroad right-of-way. Please confirm that spill through abutments, resulting in fill within the railroad right-of-way, is allowed for the US-21 Bridge Over Palmetto Railroad / NSRR Spur.	Structures	Revision	Confirmed. Abutment fill from a spill-through slope is allowed on NSRR right-of-way provided it complies with NSRR criteria and slope protection is provided on the 2:1 slope in accordance with the RFP. Will clarify in Exhibit 4b 2.1.27 that slope protection is required for end fills of new bridges over railroads.
112	RFP	2	"Exhibit 4b - Section 2.2.4 Exhibit 8 - Railroad Information 2.1 Conceptual Plans for US-21 Bridge Over Palmetto Railroad / NSRR Spur"	The Conceptual Plans for US-21 Bridge Over Palmetto Railroad / NSRR Spur shows the NSRR Right-of-Way as 50' from center line of track and the use of MSE walls with face of walls set at 55' from center line of track. Please confirm that the conceptual plans reflect NSRR project-specific requirements including dimensions from center line of track and the use of MSE walls near the right-of-way limits.	Structures	Revision	Conceptual Bridge Plans do not reflect project-specific requirements that have been dictated by Norfolk-Southern. Exhibit 4b will be revised to require a 5-foot offset from the railroad right-of-way line for vertical abutment walls, for maintenance reasons. SCDOT does not want retaining walls constructed within the 100' railroad right-of-way at the US 21 overpass.
113	RFP	2	Exhibit 4b & Exhibit 8 - Railroad Information	US-21 Bridge Over Palmetto Railroad / NSRR Spur, please confirm that fence is required over NSRR ROW (i.e., along bridge)	Structures	Revision	Confirmed, protective fencing is required per NSRR criteria. This will be clarified in the Exhibit 4b barrier section.
114	RFP		Exhibit 8 - Railroad Information	Will future tracks need to be accommodated along the NSRR Spur?	Railroad	No_Revision	No future tracks need to be accommodated.



115	RFP		RFP, Page 2 of 47	Per the RFP, any information contained in the Project Information Package (PIP) is not part of the contract and cannot be relied upon. There is certain information that is important for the Design Builder to rely upon within the PIP. We request the following documents to be relocated to the technical provisions: wetland base model, individual permit submissions, draft IJR, and utility information to the Attachment B data.	PM	Revision	Approved IJR and wetland base model will be moved to Attachment B.
116	RFP		RFP, Page 11 of 47	SCDOT has indicated a maximum number of 12 formal ATCs may be submitted to SCDOT by the Proposer for consideration. This number limits the innovation required to complete a job of this scale in the required timeline. We request the number of formal ATCs be increased to 30.	PM	No Revision	No additional ATCs will be allowed
117	RFP	4	RFP p20 of 47, Section 4.1.2.	Please provide the timeline for Norfolk Southern crossing located under proposed US 21.	Railroad	Revision	SCDOT is currently coordinating with NSRR and will be provide update when more information is available.
118	RFP	4	RFP p23 of 47, Section 4.1.9	Section defines everything submitted for Conceptual Plans as a commitment, and changes require a Contract Change Request. This seems to be conflict with RFP Section 1 on p1 of 47 " It is not the intention of SCDOT to receive complete detailed Project analysis and design prior to the selection of a Proposer and the later execution of the Contract. Rather, the response to this RFP shall provide sufficient information to be evaluated by SCDOT to determine if the Proposal is in accordance with the specified process and criteria. The Proposal shall be specific enough on assumptions used in its preparation so as to provide the basis for finalizing the Contract." Please confirm the above conflict and please provide revisions to RFP Section 4.1.9.	PM	No_Revision	The concept plans submitted with the TP will be considered a commitment and CR's are required to change them. The level of detail of the concept plans should clearly show the design intent and it is understood some refinement may occur as the plans move into final design. The overall concept is a commitment though.
119	RFP	5	RFP p28 of 47, Section 5.3, Quality Credit Score	Please provide tentative timeline when Norfolk Southern will begin to utilize the rail spur into the Scout Motors site.	Railroad	Revision	SCDOT is currently coordinating with NSRR and will be provide update when more information is available.
120	RFP		Agreement p9 of 91, Section D.3	Prior to beginning any construction activities, permanent or temporary, the Traffic Management Plan and Conceptual Work Zone Traffic Control plans for the entire project shall be submitted by the CONTRACTOR and approved by SCDOT. We request that this section be modified to say prior to any traffic shifts - so work outside traffic areas can begin early?	DM	Revision	Revisions forthcoming - it is our intent to allow work not affecting traffic to begin prior to approval of the TMP.



121	RFP		Agreement p 10 of 91, Section D.7	Verification design deliverables are required to close SCDOT comments in order to approve ROW and authorize RFC phase submittal packages. Please confirm that If ROW is not required, the design can progress to Final / RFC without verification design deliverables.	PM	No Revision	RFC plans shall only be submitted after verification of all comments are addressed in the Final Plans.
122	RFP		Agreement p 39 of 91, Section VII.A.8	In the Agreement page 31 of 91, Section VII.A.8, "CONTRACTOR may not authorize the utility companies to begin their relocation work until authorized in writing by SCDOT. Any early authorization by CONTRACTOR shall be at the CONTRACTOR's risk." These 2 sentences seem to conflict. Please confirm and provide modified language.	Utilities	Revision	Utility coordination is underway. Additional information will be provided in Final RFP.
123	RFP		Agreement p 40 of 91, Section VII.B.4	We request a current copy of the draft railroad agreement between SCDOT and Norfolk Southern.	Railroad	Revision	SCDOT is currently coordinating with NSRR and will provide an update when more information is available. Criteria applicable to the project will be added to the RFP.
124	RFP		Exhibit 4d Part 1 Traffic Analysis 2.1	IJR only contains HCS and Synchro/SimTraffic analysis. Please confirm if HCS and Synchro/SimTraffic meet software requirements for traffic analysis methodology.	Traffic	Revision	For more complex designs SCDOT prefers TransModeler. However, HCS and Synchro/SimTraffic are sufficient for general information. Language will be clarified with regards to software.
125	RFP		Exhibit 4d Part 2 Signing 1.1	We request the conceptual signing plan be provided as noted in Attachment B information. "CONCEPTUAL SIGNING PLANS, WHICH DETAIL LOCATIONS FOR ALL EXTRUDED PANEL SIGNS TO BE MOUNTED ON I-BEAMS OR OVERHEAD STRUCTURES, ARE PROVIDED IN ATTACHMENT B"	Traffic	Revision	Will be provided.
126	RFP		Exhibit 4d Part 2 Signing 1.1	There are Interchanges within the vicinity that have large ground mounted signage. Please confirm no overhead sign structures are required for the proposed interchange.	Traffic	Revision	Conceptual signing plans will be provided showing required overhead sign structures.
127	RFP		Exhibit 4d Part 5 Traffic Signals 1	Can SCDOT provide a list of locations that warrant pedestrian signals? "AT LOCATIONS WHERE PEDESTRIAN SIGNALS ARE WARRANTED, COUNTDOWN PEDESTRIAN SIGNAL HEADS SHALL BE UTILIZED"	Traffic	Revision	Pedestrian accommodation expectations will be clarified.



128	RFP		Exhibit 4d Part 6 ITS 1	How many portable cameras are required for the WZITS system? Is there an existing ITS plan to show number of existing cameras and locations? "The Work Zone Intelligent Transportation System (WZITS) shall be the responsibility of the CONTRACTOR and shall provide full coverage of I-77 from Exit 24 (US 21) to Exit 27 (Blythewood Rd)."	Traffic	Revision	Existing ITS equipment locations will be provided in Attachment B. It is anticipated that 4 portable cameras will be required for full coverage of I-77 within the project limits.
129			Contract	Please consider adding a total limitation of liability provision to the Contract, as follows: "NOTWITHSTANDING ANY PROVISION TO THE CONTRARY HEREIN, CONTRACTOR'S TOTAL AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THE AGREEMENT INCLUDING WITHOUT LIMITATION THOSE RELATIVE TO (A) ALL OBLIGATIONS UNDERTAKEN BY CONTRACTOR; OR (B) CLAIMS WHICH MAY BE ASSERTED AGAINST CONTRACTOR; OR (C) DAMAGES WHICH MAY BE INCURRED OR ACCRUE AGAINST CONTRACTOR, ARISING FROM ACTIONS OR INACTIONS UNDERTAKEN BY CONTRACTOR RELATIVE TO THE AGREEMENT, SHALL BE LIMITED TO [_____ PERCENT (____%) OF THE CONTRACTOR'S SCOPE OF THE CONTRACT PRICE (WHICH EXCLUDES ASSIGNMENTS)]. THIS LIMITATION COVERS ALL CLAIMS, REGARDLESS OF WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
130	RFP	2	rfp p 226	2.1.9 indicates Underground detention systems are not allowed to minimize post-construction discharges. Detention systems are not allowed within the interchange. Outside of the interstate mainline and the clear zone, detention is allowed. (Interchange limits are inside loops or triangles formed by ramps and mainline). Please clarify what is meant by (Interchange limits are inside loops or triangles formed by ramps and mainline). Does that mean no detention within "inside loops or triangles formed by ramps and mainline "	Hydrology	No Revision	Correct.
131	Attach_B		App C	Please provide Appendix C referenced in the Attach B I77Exit26 Pipe Inspection Report	PM	Revision	Will provide to Proposers with Pipe Inspection Report.
132	Attach_B		Video	Please provide videos referenced in the Attach B I77Exit26 Pipe Inspection Report	PM	Revision	Will provide to Proposers.
133	Attach_B		Plan view	Please provide sheets referenced in the column "SCDOT plans labels"	PM	No_Revision	Please clarify the question



134	Attach_B		Plan view	Table of Recommendations in Appendix A identifies a number of replacements of existing storm systems. Please clarify if no work is planned in this area does SCDOT still require drainage work at these locations?	Hydrology	No Revision	SCDOT does not require drainage work where no work is being planned.
135	PIP		I77 Exit26 Interchange Stormwater Report	We request SCDOT to provide Hec-Ras models referenced in the I77 Exit26 Interchange Stormwater Report. Please provide Hec-Ras supporting files including plan view, topography, cross-sections shown in plan view via .dgn or .shp file.	Hydrology	Revision	SCDOT will provide available information.
136	PIP		I77 Exit26 Interchange Stormwater Report	Please provide Geopak models and any supporting files referenced in the I77 Exit26 Interchange Stormwater Report	Roadway	Revision	SCDOT will provide available information.
137	PIP		R1_ROW Graphic.pdf; Request for Proposals for Industry Review § VIII(b)(1) - pp. 42-43; Request for Proposals for Industry Review Exhibit 7 § 1 - p.1	In the ROW to be acquired based on the proposers design portion west of I-77; there is an active Transmission line relocation project being constructed. Could SCDOT provide the following: owner, real property documentation (e.g. the utility owns a easement, parcel) and characteristics, determination of prior rights (utility has prior rights or SCDOT has prior rights), need of an encroachment agreement, as well transmission line project design?	Utilities	Revision	SCDOT will provide additional information as it becomes available.
138			Contract	Please consider adding a mutual waiver of consequential damages provision, which benefits both parties, as follows: "NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NEITHER PARTY (INCLUDING ITS SUBCONTRACTORS, AGENTS, ASSIGNEES, AFFILIATES AND VENDORS) SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUES, LOSS OF USE, LOSS OF OPPORTUNITY, LOSS OF TAX ABATEMENTS OR CREDITS, LOSS OF GOODWILL, COST OF SUBSTITUTE FACILITIES, GOODS OR SERVICES, COST OF CAPITAL OR FINANCING, OR CLAIMS FROM CUSTOMERS OR SUPPLIERS OF OWNER REGARDLESS OF WHETHER ANY OF THE FOREGOING ARE FOUND TO BE DIRECT OR INDIRECT, NOR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT, AND REGARDLESS OF WHETHER SUCH LOSSES, DAMAGES OR LIABILITY ARISES FROM BREACH OF CONTRACT OR WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE."	Legal	No_Revision	SCDOT is not amenable to this suggested change.



139	PIP		Request for Proposals for Industry Review § 2.3, p. 2; Request for Proposals for Industry Review Exhibit 7 § 1, p. 1, Utility Information for RFP (1/12/24) p. 1	Project RFP mentions that SCDOT has performed utility coordination efforts, including gathering utility information, mapping and Subsurface Utility Engineering for the Design-Build procurement to be provided through ProjectWise to the short-listed teams. The short-listed teams determination was approved on 2/8/2024. Could SCDOT provide such documentation to the Short-listed teams?	Utilities	Revision	SCDOT will provide available information.
140		IV.A.1	Contract	Section IV.A.1 states the project will be Substantially Complete by November 30, 2026. There are multiple provisions throughout the contract allowing for changes to schedule, which would impact the substantial completion date. Please consider modifying section IV.A.1 as follows: "The Project shall be Substantially Complete by November 30, 2026, or as may be modified in the updated approved Project Schedule."	Legal	No_Revision	SCDOT is not amenable to this suggested change.
141		IV.D.1, pg. 31	Contract	The timing for when liquidated damages begin to run is unclear. Please consider adding the following to IV.D.1: "CONTRACTOR shall pay liquidated damages to SCDOT in the amount of \$_____ for each day for which the project is not substantially complete, as defined in Article IV, beginning on the Substantial Completion date reflected in the updated approved Project Schedule."	Legal	No_Revision	SCDOT is not amenable to this suggested change.
142		IV.D.2, pg. 31	Contract	The timing for when liquidated damages begins to run is unclear. Please consider adding the following to IV.D.2: "CONTRACTOR shall pay liquidated damages to SCDOT in the amount of \$x for each day that Final Completion, as defined in Article IV, is not achieved, beginning 120 days from actual Substantial Completion plus additional days for SCDOT's review period and Contractor's corrective action time, pursuant to section IV.A.5."	Legal	No_Revision	SCDOT is not amenable to this suggested change.
143		IV.D, pg. 31	Contract	The liquidated damages provisions in section IV.D are uncapped which may pose unacceptable risk to Proposer. Please consider adding a cap to liquidated damages as follows: "The total of all liquidated damages assessed against CONTRACTOR pursuant to sections IV.D.1 and IV.D.2 collectively, shall not exceed \$_____. This limitation is a sub-limitation of CONTRACTOR's total maximum liability to SCDOT set forth in section _____ of this Agreement. Liquidated damages shall cease to accrue upon termination of this Agreement."	Legal	No_Revision	SCDOT is not amenable to this suggested change.



144		XIII.A.3, pg. 52	Contract	<p>Contract section XIII.A.3 is in conflict with section II.B.2 and requirement of "Reasonable Investigation" is subjective and unclear. This section may present unacceptable risk to Proposer. Contractor should be entitled to rely on the geotechnical and survey information. Please consider striking the following language from XIII.A.3: "CONTRACTOR shall have no right to claim that any condition constitutes a Differing Site Condition if (A) CONTRACTOR, or any person or entity for which CONTRACTOR is legally responsible, had actual knowledge regarding such conditions prior to submission of the Cost Proposal, or (B) such condition would have become known to CONTRACTOR based upon a Reasonable Investigation prior to the submission of the Cost Proposal, as defined below. Furthermore, CONTRACTOR hereby acknowledges and agrees that, based upon the opportunity to review all available information, seek reasonable additional information, visit the Project site prior to submission of the Cost Proposal, and make any additional subsurface explorations or soil tests that CONTRACTOR determined to have been useful, in each case, prior to the submission of the Cost Proposal, it has assumed all risks with respect to the need to work around locations impacted by Differing Site Conditions." Please also strike the following from XIII.D.2.b: "and (ii) such condition would not have become known to CONTRACTOR based upon a Reasonable Investigation." Please also strike XIII.E as the term "Reasonable Investigation" does not appear in any other locations in the Agreement.</p>	Legal	No_Revision	SCDOT is not amenable to this suggested change.
145		XIII.B.3, pg. 52-53	Contract	<p>Section XIII.C.1.a regarding acceleration for differing site conditions shifts the risk DSC to Contractor despite prior language demonstrating an intent to provide schedule relief. Please consider striking the following from XIII.C.1.a "provided, however, that SCDOT may, in its sole discretion, elect to order acceleration, in which case the change order shall not provide for an adjustment to the then current CPM Schedule as a result of such Differing Site Condition." Please also strike XIII.C.1.c and XIII.C.2.e.</p>	Legal	No_Revision	SCDOT is not amenable to this suggested change.
146		IX.B, pg 46	Contract	<p>Section IX provides that SCDOT will consider a time extension for permit approval delays for permits that must be obtained in the name of SCDOT (provided Contractor meets the other requirements of demonstrating the application was submitted in a timely manner, etc.). However, this section is not clear on whether SCDOT will consider schedule relief for similar delays related to permits to be held in Contractor's name. Proposer also requests that SCDOT consider possible cost adjustment in addition to schedule relief. Please consider the following revision: "If said any regulatory agencies fail to issue permits in a timely manner, whether such permits are to be held in SCDOT, CONTRACTOR, or any other person or entity's name, SCDOT may, on an individual basis, consider a time extension and cost adjustment..."</p>	Legal	No_Revision	SCDOT is not amenable to this suggested change.



147		VII.B.2, pg. 39	Contract	Section VII.B.2 shifts responsibility and costs for all coordination with Railroad Companies to Contractor, despite fact that SCDOT will be the party to certain railroad discussions, agreements, and approvals, and Contractor may be unable to control these events. Please consider striking section VII.B.2 and/or clarifying that SCDOT is responsible for coordinating with all involved Railroad Companies, and Contractor will reasonably cooperate.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
148		VII and VII, pgs. 39-47	Contract	Articles VII and VIII require compliance with certain right of way and Railroad agreements, which must be executed before Contractor can meaningfully proceed. Please consider allowing for schedule and cost relief in the event execution or approval of these third-party agreements is delayed, impacting the Critical Path. Specifically, please add the following language: "In the event the execution or approval of any third-party agreement results in delay impacting the Critical Path, and such delay is not caused by CONTRACTOR's fault, SCDOT will consider, on an individual basis, time extension and cost relief to CONTRACTOR for such delay." Please also strike the following from section VII.B.8: "CONTRACTOR shall not be entitled to additional compensation for interference or delays related to railroad coordination."	Legal	No_Revision	SCDOT is not amenable to this suggested change.
149		Exhibit 8, sec. 2.3	Contract	Exhibit 8 incorporates the Railroad's Public Improvement Project Manual by reference. If SCDOT wants Contractor to meet certain obligations in that document, those obligations should be flowed into the Contract and clearly stated. Please consider striking incorporation/reference to this Manual and instead stating the applicable requirements clearly in the Contract.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
150		XIII.C.2.d, pg. 53; and XVII.B.4, pg. 76	Contract	Sections XIII.C.2.d and XVII.B.4 prevent schedule and cost relief in the event of concurrent delay for differing site conditions suspension for convenience, respectively. This unfairly harms Contractor and removes incentive for the parties to quickly resolve delays/suspension. Please consider striking sections XIII.C.2.d and XVII.B.4.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
151		XVII.A.1.c, pg. 65	Contract	Please consider striking "or acceptable" from section XVII.A.1.c. Default for "nonconforming" work is sufficient and ties the default to actual Contract requirements. Further, the use of "unacceptable" renders the provision vague and subjective.	Legal	No_Revision	SCDOT is not amenable to this suggested change.



152		XV.A.1, pg. 57	Contract	Please consider the following strikeout to section XV.A.1: "...CONTRACTOR shall properly perform, at the written request of SCDOT made at any time within the warranty period after Final Completion of the Project as defined in Article IV.A.5, all steps necessary to satisfy the foregoing warranty and correct any element of the Project or the services that is defective or does not reflect such standards of care and diligence. The cost of such corrective services shall be CONTRACTOR's responsibility." This language is not necessary in light of the statement just above that Contractor will take all steps necessary to satisfy the foregoing warranty.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
153		XV.A.3, pg. 57	Contract	Section XV.A.3 requires completion of warranty work within 30 days of determination of corrective action. In some instances this may not be possible. Please consider adding the following: "If the deficiency is reasonably incapable of being corrected within 30 day period described above, and CONTRACTOR can demonstrate that it commenced and continuously pursued reasonable corrective activities during the 30 days period, CONTRACTOR shall have reasonable additional time in which to correct the deficiency."	Legal	No_Revision	SCDOT is not amenable to this suggested change.
154		XV.A.5, pg. 57	Contract	Please consider striking this section as it renders the warranty provision unclear and may pose unacceptable risk to Proposer. In its place, please insert the following: "NO OTHER WARRANTIES OR CAUSES OF ACTION OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE) SHALL APPLY. SCDOT'S EXCLUSIVE REMEDIES AND CONTRACTOR'S ONLY OBLIGATIONS ARISING OUT OF OR IN CONNECTION WITH DEFECTIVE WORK (PATENT, LATENT, OR OTHERWISE), WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, SHALL BE THOSE STATED IN THIS WARRANTY SECTION."	Legal	No_Revision	SCDOT is not amenable to this suggested change.



155		XVI.A.2, pg. 58	Contract	Contract XVI.A.8 states that the intent of the Indemnity article is to provide protection to SCDOT with respect to third-party claims associated with the event giving rise to the indemnification obligation, and is not intended to provide SCDOT with any alternative cause of action... for Losses incurred directly by SCDOT... If this is true, SCDOT should consider clarifying the opening portion of section X.V.I.A.2 to state: "CONTRACTOR shall release, defend, indemnify and hold harmless the Indemnified Parties from and against any and all third-party claims and other Losses arising out of third-party claims (including those incurred in connection with the enforcement of this indemnity) arising out of, or relating to or resulting from the following (each and 'Indemnified Claim'):... Indemnification for "other Losses" is too broad and is in conflict with the stated intent of SCDOT.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
156		XVI.A.2.g.ii, pg. 59	Contract	Indemnity obligation for HAZMAT is unclear due to potentially conflicting provisions. Please tie the indemnity obligation for existing HAZMAT to Contractor's "negligent and willful acts" (rather than "fault"), consistent with section XI.C.2. Specifically, please consider modifying section XVI.A.2.g.ii to state: "attributable to any CONTRACTOR negligence or willful acts, regardless of the source, origin, or method of deposit of such Hazardous Materials."	Legal	Revision	SCDOT is amenable to this amendment suggestion.
157		XVI.A.2.p, pg. 60	Contract	Please consider striking section XVI.A.2.p (indemnification for "any errors, inconsistencies or other defects in the design or construction of the Project and/or Utility Adjustments included in the work") as this provision is inconsistent with the standard of care and warrant provisions.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
158		II.F.1, pg. 12	Contract	Please consider adding the following to section II.F.1: "... upon payment for such Project Documents and related services, SCDOT shall be the owner of the project Documents and, except as expressly set forth otherwise in this clause F., all associated Intellectual Property." Contractors should not be expected to turn over work product or IP without payment.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
159		II.F.2, pg. 12	Contract	Please consider removing the following from section II.F.2: "The foregoing license includes license to reproduce, modify, adapt, and disclose the Proprietary Intellectual Property in connection with the Project and any interstate or state highway, whether tolled, owned, or operated by SCDOT. " Contractor's Proprietary Intellectual Property should be utilized on the Project only and should not be re-used, recreated, or turned over to third parties for other unrelated projects.	Legal	No_Revision	SCDOT is not amenable to this suggested change.



160		II.F.5, pg. 12	Contract	Please consider removing the following from section II.F.5: “... Notwithstanding any provision of this Agreement to the contrary, in no event shall SCDOT or any of its directors, officers, employees, consultants or agents be liable to CONTRACTOR, any of its subcontractors, suppliers, or other vendors, or any affiliate of any of the foregoing, for any losses caused by, arising out of, relating to, or resulting from any breach of the duty of confidentiality set forth in this clause 5 and in clause 2 if such breach is not the result of gross negligence or intentional misconduct, and CONTRACTOR hereby irrevocably waives, and shall cause all such subcontractors, suppliers, and other vendors, to waive, any and all claims against SCDOT or the State of South Carolina to any such losses. ” Contractor should be able to recover for any breach of these obligations, regardless of whether gross negligence or intentional misconduct occurred. This language removes incentive for SCDOT and its employees, etc. to protect Contractor’s sensitive IP and release or misuse of that IP could be detrimental to Contractor’s business.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
161		IV.A.1, pg. 27	Contract	Please consider removing “Time is of the essence” from section IV.A.1. The default provisions already allow SCDOT to terminate for default if the work is not completed by the appropriate Long Stop Date. Alternatively, please consider replacing with “Time is of the essence with regards to Substantial Completion and Final Completion.”	Legal	No_Revision	SCDOT is not amenable to this suggested change.
162		XVII.A.3.d.ii.b, pg. 72; and XVII.A.3.d.ii.c, pg. 72	Contract	Please consider striking sections XVII.A.3.d.ii.b (allowing SCDOT recovery of “actual and projected delay costs”) and XVII.A.3.d.ii.c (allowing recovery of “actual and projected increases in costs to SCDOT to complete the project”) as SCDOT is adequately protected by XVII.A.3.d.ii.a (“actual and projected costs to SCDOT to terminate, take over the Project, re-procure and replace CONTRACTOR”). Please also clarify that liquidated damages shall cease to accrue upon termination of this Agreement.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
163		III.D, pg. 26	Contract	Proposer believes section III.D, which allows SCDOT to hold up to 10% in retainage, is inconsistent with SC Code § 11-35-3030(4), which allows only 3.5% to be held in retainage. Please remove this provision or modify it to be consistent with statute.	Legal	No_Revision	SCDOT is not subject to SC Procurement Code in this context. See SC Code 11-35-710(A)(1)
164	PIP	Attachment B	Supplemental Design Criteria	Section II.B.2 states that Contractor may rely on geotechnical and survey information provided in Attachment B – Supplemental Design Criteria, but no geotechnical information was provided with the RFP. Please advise whether and when SCDOT anticipates providing a geotechnical information.	Legal	Revision	This information has been provided on the Project website.



165		XIII.A.1, pg. 51	Contract	Section XIII.A.1 pertains to differing site conditions and limits relief for Type 2 DSC to narrow categories. Proposer request that the list be non-exhaustive, and section XIII.A.1 be revised as follows: "...Type 1 conditions are those geotechnical or geological deviations from what is normally assume to exist based on information provided in the RFP and actual site location. Type 2 conditions eligible for relief under this Article XIII may include, but are not limited to: The only Type 2 conditions eligible for relief under this Article XIII are: a. The discovery at the site of any archaeological..." (continuing through d.).	Legal	No_Revision	SCDOT is not amenable to this suggested change.
166		VII.A.4, pg. 38	Contract	Section VII.A.4 allows for time extensions for utility company delays in certain circumstances, but indicates that Contractor shall not be entitled to additional compensation. This appears to be in conflict with Section III.B.1.i (Contract Price Adjustments) which suggests entitlement to cost relief for utility impacts. Please revise section VII.A.4 to allow Contractor both schedule and cost relief, as follows: "...If said utility companies interfere or fail to relocate conflicting utilities in a timely manner, SCDOT may, on an individual basis, consider a time extension and additional compensation for utility company delays when CONTRACTOR can demonstrate that appropriate coordination efforts have been made to expedite the utility relocation, and that the delay has a direct impact on the approved Critical Path. CONTRACTOR shall not be entitled to additional compensation for interference or delays in utility relocations... "	Legal		SCDOT is considering this proposed amendment.
167		VII, pg. 38	Contract	The Contract is silent as to schedule and cost relief in the event of discovery of unknown utilities or mislocated utilities. Sections III.B.1.i (Contract Price Adjustments) and IV.B.9 (Time Extensions) suggests that relief may be allowed for utility related impacts "meeting the requirements as set forth in Article VII," but that Article VII contains no relief for unknown or mislocated utilities. Please consider adding the following language, which is consistent with treatment of hazardous materials: "CONTRACTOR's Contract Price and/or Contract Time shall be adjusted to the extent CONTRACTOR's cost and/or time of performance has been adversely impacted by the presence of unknown or mislocated utilities."	Legal	No_Revision	SCDOT is not amenable to this suggested change.



168		VII.A, pg. 38	Contract	Please advise whether there are any utilities with existing rights that may impact the Project.	Utilities	Revision	This information is provided in the preliminary utility report.
169		VII.A.4, pg. 38	Contract	Section VII.A.4 allows for time extension for utility company delays in certain situations. Please consider revising this section to allow for cost relief in addition to time extension, as follows: "...SCDOT may, on an individual basis, consider a time extension and additional compensation for utility company delays when CONTRACTOR can demonstrate that appropriate coordination efforts have been made to expedite the utility relocation, and that the delay has a direct impact on the approved Critical Path. CONTRACTOR shall not be entitled to additional compensation for interference or delays in utility relocations... "	Legal		SCDOT is considering this proposed amendment.
170		XIV.A, pg. 55	Contract	Section XIV.A provides that Contractor may be entitled to schedule relief, but not cost relief, for Force Majeure events, as the Parties intend for these events to be compensated under insurance. However, certain listed Force Majeure events may not be insurable. Please revise the Contract to allow cost relief for 4. a change in law after the CONTRACTOR's submission in response to the RFP that directly and substantially affects performance of the Project; and 9. national or regional unavailability or shortage of materials as determined by SCDOT after the CONTRACTOR's submission of the Technical Proposal .	Legal	No_Revision	SCDOT is not amenable to this suggested change.
171		III.B, pg. 23 and IV.B, pg. 30	Contract	Sections III.B and IV.B allow cost and schedule relief, respectively, for SCDOT acts/omissions or delays. However, there is no such provision for similar acts/omissions or delays by SCDOT's other contractors. Please add "k. acts or omissions of SCDOT's other contractors that unreasonably interfere with CONTRACTOR's performance or cause delay of work on the Critical Path" to the list in III.B.1. Please add "interference or delay of work on the Critical Path by SCDOT's other contractors" to the list in IV.B.1.	Legal	No_Revision	SCDOT is not amenable to this suggested change.
172		III.B.1.d, pg. 23	Contract	Section III.B.1.d allows for cost relief for "intentional or bad faith acts omissions" by SCDOT interfering with the work. Proposer requests that this subpart be expanded so Contractor is entitled to cost relief for any act or omission by SCDOT that interferes with Contractor's performance or causes delay of work on the Critical Path (not merely for intentional or bad faith acts).	Legal	No_Revision	SCDOT is not amenable to this suggested change.

