

NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS
PROJECT NAME - Project ID P038677 - Dorchester and Orangeburg County

RFP FOR INDUSTRY REVIEW

Date Received: 3/29/2023

Non-Confidential Meeting Date: 4/17/2023

Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	Response	Explanation
1	Attach_A		pg 77 of Agreement	DBE requirement of 15.8 % is very high for the scope of the project, can this be reduced to a more attainable goal? Work that we typically see done by DBE subcontractors is not large on I-26 I-95	Construction	No_Revision	The DBE percentage is based on work that DBE's typically do on projects for SCDOT.
2	Attach_A	Agreement	77 of 90	Can SCDOT provide their concept DBE breakdown by trade associated with the target 15.8%?	Construction	No_Revision	No, the breakdown is SCDOT calculated goal and how you achieve is up to each individual team.
3	Attach_B	Environmental	428 of 428	If SCDOT is preparing Non-Programmatic Categorical Exclusion (NPCE) and the U.S Army Corps of Engineers (USACE) will require an Individual Permit (IP), will a sufficient alternative analysis be completed in the NEPA phase to meet USACE requirements for on IP application (Section 404(b)(1) Guidelines and Public Interest Review Factors)?	Environmental	No_Revision	Yes. There should be sufficient alternatives analysis in the NPCE. We do not anticipate and Individual Permit.
4	Attach_B	Environmental	428 of 428	For the northern long-eared bat, since the current determination (may affect, but is not likely to adversely affect) will expire on April 1, 2024, will SCDOT be responsible for additional Section 7 coordination (and associated studies) at that time if required by the U.S. Fish and Wildlife Service? Environmental Commitment g specifies that the Contractor is responsible for additional studies if the listing changes occur after the procurement process. However, even if the listing does not change, the current Biological Determination is only applicable until April 1, 2024, and per the current USFWS Interim Consultation Framework for the Northern Long-eared Bat, Section 7 Coordination will need to be re-initiated if a project (or potential impacts) is not complete by April 1, 2024.	Environmental	Revision	Section 7 consultation will be included in the NPCE. SCDOT plans to conduct surveys to address future needs and will provide additional consultation documentation when complete if required by FWS.
5	Attach_B	Environmental		Please provide the project study area boundary in MicroStation format.	Environmental	Revision	Project study boundary will be provided in the Project Information Package.
6	PIP	Geotechnical	N/A	In order for DB teams to decide if they intend to mobilize subsurface exploration efforts during pursuit, can SCDOT please indicate the scope of the subsurface exploration efforts that they have performed and when they plan to provide? Also, what pavement shoulder cores are expected to be provided and when?	Geotechnical	No_Revision	24 100 ft borings, 13 CPT soundings, and 7 CPT soundings were conducted for proposed bridges and approach embankments. 23 roadway borings were conducted for ramps and other various embankments. 16 shallow pavement borings were conducted on I-26. This information will be provided by the final RFP, but will be posted to the website if available sooner.
7	RFP	2	Pg 7	Section II.B.2 indicates the Contractor may rely on the geotechnical and survey information provided in Attachment B - Supplemental Design Criterial. Please provide the geotechnical data for review and incorporation into design.	Geotechnical	Revision	Geotechnical information will be provided by release of the final RFP, but will be posted to the website sooner if available.



8	Attach_B	Geotechnical		Geotechnical Data is not included in the available data in Attachment B. Please provide.	Geotechnical	Revision	Geotechnical information will be provided by release of the final RFP, but will be posted to the webiste sooner if available.
9	Attach_A	Exhibit 4f	Pg 1	Exhibit 4f - Geotechnical Design Criteria, Section 2 states geotechnical information provided in Attachment B as part of this RFP may be used in the design of the Project at the Contractor's discretion. Please provide this information.	Geotechnical	Revision	Geotechnical information will be provided by release of the final RFP, but will be posted to the webiste sooner if available.
10	PIP			Will geotechnical investigation information be provided? If so when?	Geotechnical	Revision	Geotechnical information will be provided by release of the final RFP, but will be posted to the webiste sooner if available.
11	RFP	8	40	The lack of Baseline Geotechnical Report (GBLR) and accompanying data for a complex project in a difficult geological setting coupled with SCDOT's requirements for seismic design and several restrictions in GDM, we further suggest the postponement of the Confidential Risk Register and Conceptual ATC Meeting until at least week after the release of GBLR.	Geotechnical	Revision	That data will be provided in advance of this meeting so no change in schedule.
12	PIP	Hydraulics	N/A	Will a Hydraulic Design Report and/or modeling files be supplied?	Hydrology	No_Revision	Hydro Report was provided in the Project Information Package. No modeling files will be provided for this project.
13	PIP	Hydraulics	N/A	Will any video pipe inspection or box culvert inspection be provided?	Hydrology	No_Revision	Results of inspections is included in the Hydro Report.
14	PIP	Hydraulics		Will video pipe inspection files be provided for crosslines and box culverts?	Hydrology	No_Revision	Results of inspections is included in the Hydro Report.
15	PIP	Survey		Can additional survey information be provided for the culvert invert elevations? The dgn "Outfall Topo_3D_REV01.dgn" appears to have a 0.00 elevation next to the bottom of box culvert shot. A csv file with point number, description, and elevation would be helpful with shots in close proximity to each other.	Hydrology	Revision	Informaiton will be provided in the Project Information Package.
16	Attach_A	Exhibit 4e		It appears that the existing culverts on the project are undersized severely and will not meet the HW/D requirements within the "SCDOT's Requirements for Hydraulic Design Studies". Will the SCDOT retain these culverts in place if existing headwater conditions can be maintained or improved at each of the crossings?	Hydrology	No_Revision	Additional conveyance or culvert replacement to meet criteria is required or design variance must be submitted.
17	Attach_A		pg 24 of Agreement	Undisputed portion of pay estimates should not be unreasonably be withheld	Legal	No_Revision	Undisputed portion will be paid as per the Agreement.
18	Attach_A		pg 27 of Agreement	What is the definition and purpose of 'Long Stop Dates'?	Legal	Revision	Item will be deleted.
19	Attach_A	article III B.1. e and Article XIV A.4 Force Majeure	Agreement pages 22/90 and 54/90	Article III provides that Changes in legal requirements effectgve after RFP response will allow for a Contract Price Adjustment but Artilce XIV A.4 provides that a Change in law after Contractor's submission is a Force Majeure and only allows recovery of additonal time. Please confirm that a Change in Law allows for recovery of time and price adgjusment and delete the section from Force Majeure.	Legal	Revision	Change in law should will be removed from Force Majeure language.
20	Attach_A	Article III B.1.i and Article VII A.3 Utilities	Agreement pg 22 of 90 and 36 of 90	Under Article III.B.i, adverse utility adjutment impacts allow DB to seek a price adjustment but under Article VII.A.3. - DB is not entitled to additional compensation for interference or delay. Please delete the sentence in Article VII to allow for an equitable price adjustment.	Legal	Revision	Agree to remove language from Article VII.A.3



21	Attach_A	Article XVI.2.r Indemnity	Agreement pg 59 of 90	Section requires DB to indemnify SCDOT for failure to pay any liquidated damages under the contract. Such failure would be a cause of action for breach of contract and not a proper item for indemnity? Please delete	Legal	No_Revision	Proposed revision is rejected.
22	Attach_A	Agreement	III(C)(4) - page 24	<p>Please consider revising the language below to be subject to the disputes provision.</p> <p>4. Periodic Progress Payments SCDOT will review each application for payment and respond within seven calendar days. SCDOT will generate an "Estimate Summary to Contractor" and "Contractor Concurrence Form" for CONTRACTOR review. The "Contractor Concurrence Form", with the attached "Estimate Summary to Contractor", shall be the undisputed application for payment. SCDOT will make each payment within 21 calendar days of the receipt of the corresponding undisputed application for payment. In the event of a dispute over the quality of work or percentage of the Project completed, the SCDOT's decision is controlling for purposes of processing the relevant payment application; provided, however, Contractor shall have the right to dispute SCDOT's decision in accordance with the Agreement. and final Payment by SCDOT will not preclude or estop SCDOT from correcting any measurement, estimate, or certificate regarding the percentage completion of the Project, and future payments may be adjusted accordingly.</p>	Legal	No_Revision	Proposed revision is rejected.



23	Attach_A	Agreement	VII(A)(3) - page 36	<p>Article III(B)(1)(i) provides that Contractor shall be entitled to a Contract Price Adjustment for “Adverse Utility Adjustments impacts meeting the requirements as set forth in Article VII.” However, Article VII(A)(3), set forth below, provides that Contractor is not entitled to additional compensation for interference or delays in utility relocations caused by utility companies. The term “Adverse Utility Adjustments” is otherwise not defined in the Agreement. Could Article VII(A)(3) be modified to be in line with Article III(B)(1)(i)., as follows:</p> <p>“The resolution of any conflicts between utility companies and the construction of the Project shall be the responsibility of the CONTRACTOR. If said utility companies interfere or fail to relocate conflicting utilities in a timely manner, SCDOT may, on an individual basis, consider shall provide Contractor a time extension 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. CONTRACTOR shall meet with the Department's Utilities Office within 30 days of the Notice to Proceed to gain a full understanding of what is required with each utility submittal.”</p>	Legal	Revision	Provision will be revised,
24	Attach_A	Agreement	III(B)(1) - page 22	Add “Adverse Railroad coordination impacts as set forth in Article VII” to the list of allowable adjustments.	Legal	Revision	Proposed revision is acceptable.
25	Attach_A	Agreement	VII(B)(7) - page 39	<p>Article VII(B)(7), set forth below, provides that Contractor is not entitled to additional compensation for interference or delays in utility relocations. Could Article VII(B)(7) be modified as follows:</p> <p>“CONTRACTOR shall provide project specific information to the SCDOT for inclusion into the agreements. The CONTRACTOR shall anticipate and include in the proposed schedule a minimum 90-day approval time-frame for all railroad agreements. If said Railroad Companies interfere or fail to provide information in a timely manner, the SCDOT may, on an individual basis, consider shall provide Contractor a time extension for Railroad Company delays when CONTRACTOR can demonstrate that appropriate coordination efforts have been made to expedite the railroad coordination, 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 related to railroad coordination.”</p>	Legal	Revision	Provision will be revised.
26	Attach_A	Agreement	VIII(B)(7)-(15) - page 44-45	The subparagraphs (7) through (15) of Article VIII(B) concern Contractor’s coordination with Railroad Companies and does not appear to relate to Acquisition of Right of Way. Suggest moving these subparagraphs to Article VII(B).	Legal	Revision	Proposed revision is acceptable.



27	Attach_A	Agreement	IX(B) - page 49	<p>For clarity, please add a definition of "Unexpected Hazardous Materials" to Article XI(B).</p> <p>A suggested definition is: Unexpected Hazardous Materials are any Hazardous Materials not identified in in Exhibit 6, Project Design Criteria and Attachment B.</p>	Legal	Revision	Proposed revision is acceptable.
28	Attach_A	Agreement	XI(C)(1) - page 49	<p>Please modify Article XI(C)(1) as set forth below.</p> <p>For purposes of this Project, the Hazardous Material Generator shall be listed as "SCDOT" of any and all pre-existing Hazardous Materials and/or hazardous wastes and any and all Hazardous Materials and/or hazardous wastes associated with work on the Project, with the exception that CONTRACTOR shall be the generator for all Hazardous Materials it, its consultants, subconsultants, subcontractors or suppliers, brings on to the Project or that is brought to the Project by them and subsequently is caused to be released on the Project by the CONTRACTOR, CONTRACTOR's design consultants, subcontractors and suppliers. The foregoing shall not preclude or limit any rights or remedies that SCDOT may have against third parties and/or prior owners, lessees, licensees and occupants of the Project's right of way.</p>	Legal	No_Revision	Proposed revision is rejected.
29	Attach_A	Agreement	XI(C)(2) - page 50	<p>Please modify Article XI(C)(2) as set forth below:</p> <p>SCDOT is not responsible for Hazardous Materials actually brought to the Project by CONTRACTOR, CONTRACTOR's design consultants, subcontractors and suppliers or anyone for whose acts they may be or are liable. SCDOT is not responsible for negligent or willful acts by CONTRACTOR, CONTRACTOR's design consultants, subcontractors and suppliers or anyone for whose acts they may be or are liable relating to Hazardous Materials brought to the Project by CONTRACTOR, CONTRACTOR's design consultants, subcontractors and suppliers or anyone for whose acts they may be or are liable found at the site. CONTRACTOR shall indemnify, defend and hold harmless SCDOT and SCDOT's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorney's fees and expenses arising out of or resulting solely from those Hazardous Materials actually brought to the Project by CONTRACTOR, CONTRACTOR's design consultants, subcontractors and suppliers or anyone for whose acts they may be or are liable or negligent or willful acts relating to Hazardous Materials, or both negligently handled by CONTRACTOR, CONTRACTOR's design consultants, subcontractors and suppliers or anyone for whose acts they may be or are liable.</p>	Legal	No_Revision	Proposed revision is rejected.



30	Attach_A	Agreement	XIII(A) - page 50	<p>Please modify the definition of a Type I Differing Site Condition in Article XIII(A) as follows:</p> <p>1. "Differing Site Conditions" are concealed or latent physical conditions encountered at the Project site during the term of the Agreement that (i) materially differ from the conditions reasonably assumed to exist at the site indicated in the Contract Documents(Type 1); or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the work provided for in the Agreement (Type 2). Type 1 conditions are those geotechnical or geological deviations from what is normally assumed to exist based on information provided in the RFP and actual site location.</p>	Legal	No_Revision	Proposed revision is rejected.
31	Attach_A	Agreement	XIII(A)(3) - page 51	<p>Please modify XIII(A)(3) as follows. If the Contractor proves a Type 1 or Type 2 Differing Site Condition, it should be entitled to additional compensation and time. Contractor recognizes its obligation to perform a Reasonable Investigation, but it should not assume all risks associated with "working around locations impacted by a Differing Site Condition" if Contractor proves a Differing Site Condition exists.</p> <p>CONTRACTOR shall bear the burden of proving that a Differing Site Condition exists and that CONTRACTOR could not have reasonably (i) designed the Project or (ii) worked around the condition, including by resequencing, relocating, or redeploying its forces to other portions of the Project or other activities unrelated to its work, so as to avoid additional cost. 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.</p>	Legal	No_Revision	Proposed revision is rejected.



32	Attach_A	Agreement	XIII(B)(1) - page 51	<p>The Contractor’s ability to recover for certain Differing Site Conditions is too narrow. If the Contractor proves a Type 1 or Type 2 Differing Site Condition exists as set forth above, the Contractor should be entitled to relief for both categories of Differing Site Conditions.</p> <p>Please modify Article XIII(B)(1) as follows:</p> <p>Type 1: SCDOT is responsible for only Type 1 Differing Site Conditions that exist throughout a specified area around each County-provided test hole, as listed in the geotechnical data in Attachment B. For purposes of the Type 1 portion of the definition of Differing Site conditions, “reasonably assumed to exist” means that the geotechnical and geological conditions indicated with respect to each County test hole exist throughout an area represented by a five- foot radius drawn from the center of the test hole.</p> <p>Type 2: The County is responsible for only Type 2 Differing Site Conditions listed above.</p>	Legal	No_Revision	Proposed revision is rejected.
33	Attach_A	Agreement	XIV(A) - page 54	<p>Please modify subparagraph (4) regarding change in law as set forth below. If the change in law results in a delay to the critical path, then the change in law should be deemed to “substantially affect performance” and therefore qualify as a Force Majeure event.</p> <p>(4) a change in law after the CONTRACTOR’S submission in response to the RFP that directly and substantially affects performance of the Project;</p>	Legal	No_Revision	Proposed revision is rejected.



34	Attach_A	Agreement	XV - page 56	<p>The Warranty section of the Contract refers to “defects or deficiencies in materials and workmanship” and “damaged or defective work” without specifically defining the term “defective” or “deficient” work.</p> <p>Please add a definition of “Defective Work” to the Warranty section as follows: “Defective Work” is any portion of the Work that does not conform to the requirements of the Contract Documents.”</p> <p>Second, please modify Article XV(A) Contractor Warranties as follows:</p> <p>CONTRACTOR warrants that it will perform all services in accordance with the standards of care and diligence normally practiced by recognized engineering and construction firms in performing services and obligations of a similar nature. CONTRACTOR warrants that all materials and equipment furnished shall be of good quality and new unless otherwise authorized by SCDOT and that the construction shall conform to the Contract requirements. CONTRACTOR agrees to promptly correct, at its own expense, defects or deficiencies in materials and workmanship Defective Work that appears prior to and during a period of three years after Final Completion of the Project. This shall include all plant-produced materials (i.e. asphalt, concrete, etc.). CONTRACTOR shall not be responsible for damages caused by SCDOT’s failure to provide timely notification of potentially damaged or defective work Defective Work of which the SCDOT had actual knowledge. 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.</p>	Legal	No_Revision	Proposed revision is rejected.
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35	Attach_A	Agreement	XV(A)(1)(b) - page 57	<p>Please modify the definition below to apply only to Contractor-Related Entities, as written the language could be interpreted to include entities that Contractor is not contractually or legally responsible for:</p> <p>c. CONTRACTOR-Related Entity means:</p> <ul style="list-style-type: none"> (i.) CONTRACTOR; (ii.) CONTRACTOR's shareholders, partners, joint venturers or members; (iii.) CONTRACTOR's Subcontractors and suppliers; (iii.) Not used. Any other persons performing any of the work; (iv.) Any other persons for whom CONTRACTOR may be legally or contractually responsible; and (v.) The employees, agents, officers, directors, shareholders, representatives, consultants, successors, assigns and invitees of any of the foregoing. 	Legal	No_Revision	Proposed revision is rejected.
36	Attach_A	Agreement	XVI(A)(2) - page 57 - 60	<p>Please modify or where noted, remove, the following sub-paragraph from the list of Indemnified claims:</p> <ul style="list-style-type: none"> (d) The actual or alleged CONTRACTOR negligence fault in or associated with the performance of the work; (i) Any dispute between CONTRACTOR and a Utility Owner, or any CONTRACTOR-Related Entity's negligent performance of, or failure to perform, the obligations with respect to such Utility Owner; (j) Any dispute between CONTRACTOR and the Railroad, or any CONTRACTOR-Related Entity's negligent performance of, or failure to perform, or obtain approval with respect to the Railroad. (p) Any errors, inconsistencies or other defects in the design or construction of the Project and/or of Utility Adjustments included in the work; (s) Errors in the design documents provided by CONTRACTOR (including those pertaining to Utility Adjustments), regardless of whether unless such errors were also included in the RFP, Exhibits and Attachment B. CONTRACTOR agrees that, because the concepts in the RFP, Exhibit and Attachment B are subject to review and modification by CONTRACTOR, it is appropriate for CONTRACTOR to assume liability for errors in the completed Project even though they may be related to errors in the RFP, Exhibits and Attachment B; and/or 	Legal	No_Revision	Proposed revision is rejected.



37	Attach_A	Agreement	XVII(A)(3) - page 60	<p>The indemnify obligation should not apply to a Loss to the extent caused by the Indemnified Party's negligence.</p> <p>3. Subject to the releases and disclaimers herein, CONTRACTOR's indemnity obligation shall not extend to any third-party Losses to the extent directly caused by:</p> <p>a. The gross negligence, recklessness, willful misconduct, bad faith, or fraud of the Indemnified Party;</p> <p>b. SCDOT's breach of any of its material obligations under the Contract;</p> <p>c. An Indemnified Party's violation of any governmental laws, regulations, ordinances, zoning, permits, certifications, or approvals; or</p> <p>d. Any material defect inherent in a prescriptive design, construction, operations or maintenance specification included in the design criteria, exhibits and Attachment B, but only where prior to occurrence of the third-party Losses, CONTRACTOR complied with such specification and did not actually know, or would not reasonably have known, while exercising reasonable diligence, that it was deficient or, if CONTRACTOR actually knew of the deficiency, unsuccessfully sought SCDOT's waiver or approval of a deviation from such specification.</p>	Legal	No_Revision	Proposed revision is rejected.
38	Attach_A	Agreement	XVII(A)(1) - page 67	<p>Please remove subparagraph (q) as an Event of Default. The Owner's sole and exclusive remedy for delay should be the assessment of Liquidated Damages.</p> <p>(q) CONTRACTOR fails to achieve Substantial Completion or Final Completion by the Long Stop Date pursuant to Article IV.</p>	Legal	No_Revision	Proposed revision is rejected.
39	Attach_A	Agreement	XVII(B)(2) - page 68	<p>Please remove paragraph (e). Contractor and its surety should be entitled to notice in the event of any and all alleged default events. Moreover, with the exception of insolvency and bankruptcy events, Contractor should be entitled to a cure period to all default events. Please modify subparagraphs (A)(2)(a) and (b) to include cure periods for Contractor Defaults under clauses XVII(A)(1)l, k, l, o, p. Please delete subparagraph (e).</p> <p>(e) CONTRACTOR hereby acknowledges and agrees that no notice and no opportunity to cure is required with respect to the Contractor Defaults under clauses XVII.A.1.g., i., k., l., o.(ii), p. and q., and SCDOT has the right to exercise its remedies hereunder immediately, including specifically those under clause 3 below.</p>	Legal	Revision	Proposed revision is acceptable.
40	Attach_A	Agreement	XVII(A)(3)(d) - page 70	<p>Please remove "increased financing costs of SCDOT, if any" from the list of categories of damages in Article XVII(A)(d)(i). Such damages are speculative and unquantifiable.</p>	Legal	No_Revision	Proposed revision is rejected.



41	Attach_A	Agreement	XVII	<p>Please add a mutual waiver of consequential damages provision. For example:</p> <p>Notwithstanding any other provisions of this agreement to the contrary and to the fullest extent permitted by law, SCDOT and Contractor, on behalf of themselves, their parent companies, if applicable, their affiliates and their directors, officers and employees, mutually waive all claims against the other for any loss of funding, loss of profits, loss of opportunity, and any other special, consequential or indirect losses.</p>	Legal	No_Revision	Proposed revision is rejected.
42	Attach_A	Agreement	XVII(A) - page 70	Misnumbered. Please renumber the "Suspension of the work for cause" section as sub-part (B), instead of (A).	Legal	Revision	Proposed revision is acceptable.
43	Attach_A	Agreement	XXIII	<p>Dispute Resolution. There are no dispute resolution procedures in the Contract apart from a jury trial waiver set forth in XXIII. To encourage prompt and efficient resolution of disputes, we suggest at least a simple dispute resolution or claim process.</p> <p>We note that while Section 104 Special Provision, included in Exhibit 5, outlines a Contract Change Request process, that provision does not appear to set forth a process that applies if the Contract Change Request is denied by SCDOT.</p>	Legal	No_Revision	SCDOT is working on a new dispute resolution process which would include a project specific dispute resolution board. The procedure is not yet approved but hopefully will be in place by the time construction begins.
44	RFP	3	18 of 49	Will temp pavement designs be counted as ATC's or will they be considered separate and just be submitted with the ATC's? If not counted as part of ATC's, is there any limitation to the number of temporary pavement designs submitted?	Pavement	No_Revision	Temporary pavement designs will not be counted as ATC's.
45	RFP	3	18 of 49	Must the design for temporary pavement on soil subgrade (not on existing pavement, and not within the new alignment pavement) be submitted with the Preliminary and Final ATCs?	Pavement	No_Revision	Temporary pavement designs supporting traffic shall be submitted for review and approval.
46	RFP	3	18 3.11	Is there any specific guidance regarding submittals for the temporary pavement designs?	Pavement	Revision	We will provide additional guidance for submitting temporary pavement designs.
47	RFP		1	Exhibit 4c: Sections 2.1 and 2.2 give pavement design for Existing mainline and New Ramps, but nothing for New and Future mainlines. Will a pavement design be given for new and future mainlines and shoulders?	Pavement	No_Revision	No, I-26 and I-95 mainlines are not being widened as part of this project.
48	PIP			Please provide any investigations performed on the mainline or shoulders of existing pavement along I-26, I-95 and side roads. This includes FWD, GPR, pavement cores and any other data gathered.	Pavement	Revision	We will provide any information that we have collected or in the process of collecting in a future revision.
49	PIP			Please provide either a Pavement Design Report or provide the assumptions used in the pavement design for any new pavement or rehabilitation of existing pavement. This also included traffic data, % trucks, design life, subgrade parameters and other pertinent pavement design assumptions and basis.	Pavement	Revision	This information will be provided in a future revision.
50	Attach_A	Exhibit_4c	1	The mainline / shoulder widening pavement sections for I-26 and I-95 are not provided. Only new ramp pavement section is provided (2.2) and treatment for existing pavement (2.1).	Pavement	No_Revision	No, I-26 and I-95 mainlines are not being widened as part of this project.



51	Attach_A	Exhibit_4c	1 & 2	The ramp shoulder pavement section is either missing or is it intended the ramp pavement to be of PCC pavement?	Pavement	Revision	It is intended that the shoulder be Full Depth PCC Pavement. A revision will be made to clarify.
52	Attach_A	Exhibit_4c	2 & 3	Please consider waiving the individual coarse aggregate gradation variations and also provide tolerances on the combined gradation of the coarse and fine aggregates shown on top of Page 3.	Pavement	No_Revision	Tarantula curve will be utilized and max and min requirements are provided.
53	Attach_A	Exhibit_4c	4	Please provide details or acceptable materials for isolation joint for new pavement adjacent to median barrier or other walls and drainage structures.	Pavement	Revision	The acceptable method will be a 1" joint utilizing a material off of qualified products list (QPL) 81.
54	RFP	2	3 of 49	Can you confirm that the draft IMR is the IMR intended to be approved in advance of the Final RFP as stated in Section 2.7?	PM	No_Revision	Yes
55	RFP	3	6 of 49	Is there a template for the Confidential Risk Register, did not see anything under the SCDOT Design-Build website under the Design-Build Resources Section	PM	No_Revision	No there is no template.
56	RFP	3	18 of 49	Is there a list of conflicted firms that cannot be proposed as an "Independent Peer Review"	PM	No_Revision	No additional teams are identified other than the ones that were identified in the RFQ.
57	RFP	8	41 of 49	Please confirm the date of the Technical Proposal Presentation is intended to be October 14, 2023. Currently says 2022.	PM	Revision	Will be revised to be October 4, 2023
58	Attach_A		pg 25 of Agreement	How was the contract time of 1200 calendar days from Notice to proceed developed	PM	No_Revision	It was calculated on based on the Alternative 2 and the days we think it takes to complete the work.
59	Attach_A	Exhibit 5	18	In this current labor market would SCDOT consider reducing the 15 on-the-job training trainees required?	PM	No_Revision	Current labor market was considered when coming up with this number. This number is specific to Orangeburg County.
60	RFP	8	Pg. 41	Technical Proposal Presentations date appears to be incorrect. Date currently shown as occurring prior to submittal of Technical Proposals.	PM	Revision	Will be revised to be October 4, 2023
61	RFP	4	25 4.1.7.f.bb	Please confirm that Key Individuals will require a written release from the project prior to the expiration of the warranty period.	PM	No_Revision	That is correct. However, this is generally not an issue once we reach project completion if we have a contract for warranty work established. We are looking at this one a little more.
62	RFP	8	40	Please confirm that the Wed, April 26 meeting includes both the Confidential Risk Register and Conceptual ATC meeting and the Second Confidential Traffic and Interchange Concept Meeting? Will the time for this be 3 1/2 hours combined?	PM	Revision	It does include both the meetings. We will extend the meeting to be 2 hours to cover these topics. Teams will have control of the agenda for this meeting.
63	RFP	3	15	Section 3.10 states "It is SCDOT's intent that all Proposers will obtain an affirmative determination of safety, operations, and engineering acceptability from FHWA by SCDOT's Final Determination for Formal ATCs date as shown in the Milestone Schedule." (July 31, 2023) Please describe SCDOT's expectations regarding communication with FHWA regarding this determination as well as any involvement of FHWA in the ATC process.	PM	No_Revision	FHWA representatives will be available throughout the process at the traffic meetings as well as at the PATC and ATC meetings to provide that opportunity for communication with them.
64	RFP		41	Technical Presentations date in the Milestone Schedule needs to be corrected (shown as August 14, 2022)	PM	Revision	Will be revised to be October 4, 2023



65	RFP	8	40 & 41	We respectfully request the Milestone schedule to provide a minimum of 60 from approval of the Final ATCs (shown July 31, 2023) in order to submit a responsive and responsible Technical Proposal (suggest September 30, 2023) and 120 days from approval of Final ATCs to Submittal of Cost Proposal (suggest November 30, 2023) to allow more time to properly incorporate the approved Final ATCs into the design/plans and complete the Technical and Cost Proposals?	PM	No_Revision	The schedule is set on public announcement in October 2023. No change to this portion of the schedule.
66	RFP	4	22 of 49	For a DB Team to evaluate the added value associated with a proposed design, can SCDOT provide the anticipated number of Temporary Lane Closures associated with their conceptual design provided in the PIP?	Roadway	No_Revision	The preliminary concept does not go to the level of detail to provide exact temporary lane closures. The RFP anticipates using standard lane closures to build the interchange. It is the teams responsibility to demonstrate the value in their proposal.
67	RFP	4	24	If the Design Buid team utilizes the conceptual design presented in the PIP, can you confirm the inclusion of cross-sections will not be a requirement of the technical proposal?	Roadway	No_Revision	Confirmed. Per the RFP "Cross sections only where necessary to indicate a significant difference from the conceptual plans in the Project Information Package. These should be limited to only those showing a significant change and may be segmented for only the areas where changes occur".
68	Attach_A	Exhibit_3	1	RFP mentions future third & fourth through-lanes, can SCDOT confirm that no construction or earthwork preparation of additional through lanes (third or fourth) will be required on either I-26 or I-95 through the project limits as part of this project?	Roadway	Revision	No new pavement structure is required for the future mainline lanes, however grading is required to set rigid barriers at walls and pier protection at an elevation that accommodate the future 8-lanes. Exhibit 4b will be updated to clarify. Maintain existing I-95 and I-26 thru-lanes in their current location and provide clearances for future lanes towards the inside of each interstate mainline, this will be added to Exhibit 3 Scope.
69	Attach_A	Exhibit_4c	1	Other than as necessary to tie proposed ramps into existing pavement, can SCDOT confirm that cross-slope correction is not part of the project scope?	Roadway	Revision	Confirmed, cross-slope correction is not part of this project scope. Cross-slope correction will be performed in this area in a project that is currently under construction. The plans for that job will be provided in the Project Information Package.
70	PIP	Roadway	N/A	Does SCDOT plan to provide the conceptual cross-sections and .gpk file from the proposed conceptual plans? If so, when will these files be available?	Roadway	No_Revision	Yes. Has been uploaded to project website.
71	PIP	Roadway		Will a GPK file be provided with existing and/or proposed alignments?	Roadway	No_Revision	Yes. Has been uploaded to project website.
72	Attach_B	Survey		The folder within "2. Additional I-26 at I-95 Survey" is Empty: "03082023 Updated Survey Files"	Roadway	Revision	Folder will be updated on the website.
73	PIP	Roadway		Conceptual Roadway Design shows proposed improvements for SC-1302 continuing to the north/east past the intersection with the frontage roads and onto the pond access road - is there a particular terminus that SCDOT will require for this road?	Roadway	No_Revision	What is necessary to relocate the existing bridge, tie in the frontage roads, and tie into the existing roadway.
74	Attach_A	Exhibit_4b	2	Multiple references are made to medians when defining bridge widths and sufficient openings below bridges. Can SCDOT provide clarity on this? i.e. Do bridges spanning interstates have to span the depressed medians as well or are they allowed to have piers in the median; Do mainline bridges have to be single structures or can they be dual structures with appropriate current/future lanes and necessary shoulder widths?	Structures	Revision	This will be clarified in 4b section 2.1.4. Median piers are not prohibited. Mainline bridges may be either single or dual structures.



75	Attach_A	Exhibit_4b	Page 5	Section 2.1.12 states: "Substructure columns and bent caps shall be of similar size for each bridge." Similar is an unclear term. Please clarify. The same bent and column size for the whole project?	Structures	Revision	Interior bent cap and column size shall not vary significantly (within 15 percent in each direction) within the same bridge (i.e in a 4-span bridge, bents 2, 3, and 4 shall all look similar in size). Abrupt changes in member size on the same bridge detract from appearance to the travelling public.
76	Attach_A	Exhibit_4b	Page 5	Section 2.1.12 states: "Slope the bottom of multi-column interior bent cap overhangs a minimum height of 2-ft from the outside face of exterior column to the end of the cap." Does this mean that the bottom of cap elevation at the end of the cap will be 2 feet higher than the bottom of cap elevation at the outside face of the exterior column? Please clarify with a sketch.	Structures	Revision	Will clarify with a sketch in Attachment B.
77	RFP	Exhibit_4b	Page 2	Section 2.1.4 states "For bridges carrying I-26 or I-95 mainline traffic, provide sufficient bridge width to accommodate a minimum of three mainline lanes...", however Exhibit 3-Scope of Work says "Construction of a project that will accommodate a future fourth through-lane in each direction along I-26 and I-95". Please clarify.	Structures	No_Revision	4b Requirement: Construct the mainline bridge (I-95 mainline over I-26, or vice versa) to physically carry a six-lane section (in addition to any required ramp/auxillary lanes) as part of this project even though interstate widening is not part of this project. Exhibit 3 Requirement: Provide clearances that will accomodate a future fourth through lane in each direction for both I-26 and I-95. These are two separate requirements that are not in conflict.
78	Attach_B	Structures	3 - Complex Bridge Peer Review	Section 1 requires Independent Peer Review for the entire bridge for a seismic design. It also states that for multiple curved steel girder bridges one representative bridge may be selected. Will independent review of one curved steel girder bridge with seismic design meet these requirements?	Structures	No_Revision	In this example, Independent Peer Review of both the seismic model and the curved steel girder design (which are separate design requirements and modelling efforts) is required. This needs to be described with appropriate qualiifications and labor effort provided in the Peer Review Package.
79	Attach_A	Exhibit_4b	2	There appears to be a conflict in the scope of work and structures design criteria. Structures design criteria indicates that I-26 and I-95 structures are to accommodate a minimum of four mainline lanes (in addition to auxiliary, ramp, or collector-distributor lanes) in each direction. Scope of work indicates that the project should accommodate future fourth through-lanes in each direction. Please confirm.	Structures	No_Revision	Exhibit 4b Requirement: Construct the mainline bridge (I-95 mainline over I-26, or vice versa) to physically carry a six-lane section (in addition to any required ramp/auxillary lanes) as part of this project even though interstate widening is not part of this project. Exhibit 3 (Scope of Work) Requirement: Provide clearances that will accomodate a future fourth through lane in each direction for both I-26 and I-95. These are two separate requirements that are not in conflict.
80	Attach_A	Exhibit_4b		Under the Bridge Aesthetics section there is a sentence that states, "Substructure columns and bent caps shall be of similar size for each bridge." Can you elaborate more on the meaning of this?	Structures	Revision	Interior bent cap and column size shall not vary significantly (within 15 percent in each direction) within the same bridge (i.e in a 4-span bridge, bents 2, 3, and 4 shall all look similar in size). Abrupt changes in member size on the same bridge detract from appearance to the travelling public.
81	Attach_B	Structures		Will the "Complex Bridge Peer Review Requirements" document be updated to similar language of that in CCR3?	Structures	Revision	Yes. Changes will be issued with Final RFP to mimic CCR3 latest version.
82	Attach_A	Exhibit 4d_Pt 2	5	Can SCDOT confirm that dual lane closures will not be allowed?	Traffic	No_Revision	Correct, dual lane closures are not allowed per the RFP.
83	Attach_A	Exhibit 4d_Pt 4	1	Can the future ITS elements be provided so we can ensure we accomodate them?	Traffic	No_Revision	Proposed ITS plans are not developed at this point and will be based on the final configuration of the winning proposer. Items to consider in the ITS plans are cameras, fiber, and dynamic message signs.
84	PIP	Traffic	N/A	When will the TransModeler files be posted to PIP?	Traffic	No_Revision	TransModeler files were posted on March 31st, 2023.
85	PIP	Traffic	N/A	When will the TransModeler output spreadsheets be provided to PIP?	Traffic	No_Revision	TransModeler raw data output printouts provided in IMR Appendix.
86	PIP	Traffic	N/A	When will the Synchro Default Settings be provided to PIP?	Traffic	Revision	Synchro 11 Defaults will be provided.



87	PIP	Traffic	N/A	The IMR uses HCS 7 (version 7.9.6) for their analysis. We have recently upgraded to HCS 2023, for which McTrans required uninstalling all previous versions, including HCS 7. Will HCS 2023 be acceptable to use if we cannot get HCS 7.9.6 reinstalled?	Traffic	Revision	HCS 2023 will be allowed.
88	PIP	Traffic	N/A	When will the HCS 7 analysis files be posted to PIP?	Traffic	No_Revision	HCS files were posted on March 31st, 2023.
89	PIP	Traffic	N/A	Will the interim year volumes/matrices/scenarios be included in the TransModeler files?	Traffic	No_Revision	TransModeler files were posted on March 31st, 2023.
90	Attach_A	Exhibit 4d_Pt 4	5	When will the existing sign layout be posted to the Project Information Package?	Traffic	Revision	The IMR Conceptual and Existing Signing Plan Layouts will be provided.
91	Attach_A	Exhibit 4d_Pt 5	1	ITS Fiber Sever Location information is currently in the Project Information Package, not in Attachment B as stated in this Exhibit.	Traffic	Revision	Will be moved to Attachment B.
92	Attach_A	Exhibit 4d_Pt 5	1	Please identify the future permanent ITS elements to be considered in the design.	Traffic	No_Revision	Proposed ITS plans are not developed at this point and will be based on the final configuration of the winning proposer. Items to consider in the ITS plans are cameras, fiber, and dynamic message signs.
93	PIP	Traffic	1 - Traffic Data	The link to this information is not functional	Traffic	No_Revision	1. Traffic Data is a pdf file "Technical Memorandum - Traffic Forecast".
94	Attach_B	Traffic	2	When will the final IMR be provided? Draft IMR does not indicate minimum lanes that are required.	Traffic	Revision	The final IMR is scheduled to be approved in advance of the release of the Final RFP (May 4, 2023). Will provide clarification on number of lanes on I-26 and I-95.
95	RFP	8	40	Given the lack of essential traffic / IJR data that is not yet available (i.e. Complete IJR and TransModeler Files), we suggest postponement of First Confidential Traffic and Interchange Meeting to be postponed and held after two weeks of release of essential traffic / IJR data.	Traffic	No_Revision	We provided the draft and don't anticipate any major changes so no change in schedule will be provided.
96	Attach_A	Exhibit 4d_Pt 4		Is roadway/interchange lighting required?	Traffic	No_Revision	Not for the preferred alternative in the RFP. However, if a proposer pursues an ATC where roadway lighting will be required then it will be covered within the ATC if approved
97	Attach_A	Exhibit 4d_Pt 4		Is sign lighting required on new and existing overhead sign structures?	Traffic	No_Revision	Not for the preferred alternative in the RFP.
98	PIP	Utilities	N/A	Per the Word file in the PIP, "utility information will be provided through ProjectWise to the short-listed teams only." Was a link provided for the ProjectWise utility information?	Utilities	No_Revision	Files will be placed in the projectwise exchange folder



NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS
PROJECT NAME - Project ID P038677 - Dorchester and Orangeburg County

FINAL RFP - ROUND 1

Date Received: 6/7/2023

Non-Confidential Meeting Date: 6/19/2023

							SCDOT	
Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	Response	Explanation	
1	PIP	Roadway	Conceptual Roadway Cross Sections	The proposed profile for the I-26 eastbound ramp to I-95 southbound (COG2) is at or below existing grade and the proposed ditch bottoms currently depicted have near zero capacity for flow below the proposed pavement box. The proposed pavement box as depicted in the cross sections provided are 0.383' thinner than the pavement design as provided in RFP Exhibit 4C, section 2.2. Additionally, the significant existing channel (drainage area greater than 40 acres) adjacent to this ramp is not currently shown as being relocated. Given that the proposed profile of ramp COG2 will likely need to be raised to meet hydraulic requirements, and the existing adjacent channel will need to be relocated adjacent to the proposed ramp alignment, it is likely that additional Environmental impacts and/or Right-of-Way will be required. Will it be the responsibility of the design-build team to perform the right-of-way acquisition updates, complete a re-evaluation of the NEPA Document (including potential updates to the Alternative Analysis and the ultimate determination of the Preferred Alternative), and acquire additional wetland mitigation credits that will be associated with the provided design?	Environmental	No_Revision	Yes, any additional impacts or alterations to alternatives resulting from the final design would require a re-evaluation for the NEPA doc and per the agreement would be the responsibility of the contractor to prepare. SCDOT would assist in coordinating the approval of the re-evaluation. Yes, it would be the team's responsibility to acquire the appropriate permit and secure the necessary mitigation for impacts.	
2	Attach_A	Exhibit 6		Exhibit 6, 2.1.f – “While the NPCE impact estimates exceed SCDOT General Permit thresholds, the USACE has agreed that SCDOT GP may be utilized if impacts are reduced and minimized in the final design.” What are the impact thresholds and/or amount of reduction required to qualify for the GP? Has SCDHEC agreed to certify GP if impacts exceed the standard thresholds?	Environmental	Revision	GP thresholds are 3 ac for wetlands and 300 linear feet of stream. Project impacts would need to be below these amounts in order to utilize the GP. Clarification will be provided in Exhibit 6 to cover this.	
3	PIP			The SCDOT's Hydraulic Design Requirements references the Win TR-55 manual dated January 1, 2005 which states sheet flow lengths should be limited to 300 feet. The WinTR-55 user guide issued January 2009 revised this recommendation to limit sheet flow length to 100 feet. It appears the PIP Drainage report followed the recommendation of 100 feet for maximum sheet flow length. Can the SCDOT confirm that 100 feet should be used for the maximum sheet flow length when determining time of concentration for watersheds?	Hydrology	No_Revision	Limitations to sheet flow length are discussed in section 3.5.3 (page 35) of the SC Unit Hydrograph method applications manual under Hydraulic Calculation on the SCDOT website. SCDOT recommends using the 100 foot maximum threshold but does not require it. Final determination of maximum sheet flow is determined by the EOR.	
4	Attach_A	Exhibit 4e	Section 2.1.15, page 3	The end of Section 2.1.15 appears to be cut off. Please provide missing information.	Hydrology	Revision	This was leftover from another section. Item will be removed.	



5	Attach_B			The video pipe inspection summary lists repair of the majority of pipes with minor to moderate cracks. Many of these are 18" pipes that will be very difficult to repair. Will a repair be required or will SCDOT provide additional criteria to the Contractor in order to ensure comparable bids?	Hydrology	Revision	SCDOT will provide some additional clarification within contract documents of what to do on all pipes that are to be retained.
6	Attach_B			Will the complex bridge independent peer review package requirement be removed from the RFP?	Structures	No_Revision	No
7	Attach_A	Agreement	III(D)/25	<p>SCDOT's decision to begin withholding retainage should depend on whether the Contractor is performing in accordance with the Contract Documents. Whether the project is proceeding "satisfactorily" to SCDOT is too subjective and not defined.</p> <p>C. Retainage Provided the Project is proceeding satisfactorily, SCDOT will not withhold retainage. However, if at any time SCDOT determines that CONTRACTOR fails to meet contract terms or the Project is not proceeding satisfactorily, SCDOT may retain up to 10% of the Contract Price as retainage.</p>	Legal	No_Revision	Rejected. See Article III, Section C.6 generally sets out what constitutes "satisfactorily" for purposes of imposition of retainage
8	Attach_A	Agreement	IV(A)(5)/27	<p>Final Completion should be dependent on whether all work has been completed in accordance with the Contract Documents. Satisfactory and unsatisfactory are not defined and subject to interpretation.</p> <p>Final Completion: Final Completion shall be achieved within 180 calendar days of Substantial Completion as defined in this Agreement. When CONTRACTOR believes that all elements of its work on the Project, including all of the requirements of the Contract, have been completed, it shall notify SCDOT in writing. Within 30 days thereafter, SCDOT will acknowledge project completion or will advise CONTRACTOR in writing of any aspect of the Contract or the Project Scope that incomplete or unsatisfactory does not conform to the requirements of the Contract Documents. CONTRACTOR shall complete all corrective action within thirty (30) days after written notification of incomplete or unsatisfactory items by SCDOT. CONTRACTOR will notify SCDOT in writing upon completion of necessary corrective action. SCDOT will verify satisfactory completion of the corrective action in writing to CONTRACTOR. The number of days referenced above to achieve Final Completion does not include SCDOT's review period and the CONTRACTOR's corrective action time. Upon verification, the Project shall be deemed to have achieved Final Completion.</p>	Legal	No_Revision	Rejected. Not all terms require definitions. The meaning of "unsatisfactory" is clear from the context.



9	Attach_A	Agreement	III(B)(1)/22	<p>While railroad coordination is not anticipated on this contract, we are asking for this language to be standard for contracts moving forward for consistency.</p> <p>Add "Adverse Railroad coordination impacts as set forth in Article VII" to the list of allowable adjustments.</p>	Legal	No_Revision	This non-confidential question does not relate to the Project.
10	Attach_A	Agreement	VII(B)(7)/39	<p>Article VII(B)(7), set forth below, provides that Contractor is not entitled to additional compensation for interference or delays in utility relocations. Please modify Article VII(B)(7) as follows:</p> <p>"CONTRACTOR shall provide project specific information to SCDOT for inclusion into the agreements. The CONTRACTOR shall anticipate and include in the proposed schedule a minimum 90-day approval time-frame for all railroad agreements. If said Railroad Companies interfere or fail to provide information in a timely manner, SCDOT shall provide a time extension for Railroad Company delays when CONTRACTOR can demonstrate that appropriate coordination efforts have been made to expedite the railroad coordination, 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 related to railroad coordination."</p>	Legal	No_Revision	This non-confidential question does not relate to the Project.
11	Attach_A	Agreement	IX(B)/46	<p>Please add "Adverse permit acquisition impacts as set forth in Article IX" to the list of allowance Contract Price Adjustments in Article III and modify Article IX(A) as set forth below:</p> <p>All permits necessary for completion of this project shall be procured by the CONTRACTOR. The CONTRACTOR shall comply with all local, state, and federal permitting requirements. Regarding any permit or license that must be obtained in the name of SCDOT, the CONTRACTOR shall perform all functions within its power to obtain the permit or license, and SCDOT shall fully cooperate in this effort and perform any functions that must be performed by SCDOT. If said regulatory agencies fail to issue permits in a timely manner, SCDOT may, on an individual basis, shall consider a time extension and Contract Price Adjustment for permit approval delays when CONTRACTOR can demonstrate that the application was submitted in a timely manner, all reasonable efforts have been made to expedite the permit approval, and that the delay has a direct impact on the Critical Path.</p> <p>Contractor shall not be entitled to additional compensation for delays in permit approval.</p>	Legal	No_Revision	The decision whether to give a time extension and Contract Price Adjustment will be discretionary as factors relating to issuance of permits and license could be outside control of regulating agency such as quality of Contractor's submissions, Contractor's responsiveness to requests for requests for additional information, etc.



12	Attach_A	Agreement	XI(B)/49	<p>The definition of Unexpected Hazardous Materials is broad. Request the following modification:</p> <p>Unexpected Hazardous Materials are any Hazardous Materials not identified in Exhibit 6, Project Design Criteria and Attachment B that are present at the Site except any such Hazardous Materials that are present at the Site because of the action or omission of brought onto the site by the CONTRACTOR.</p>	Legal	No_Revision	Suggested change is rejected. Definition intended to cover both affirmative and negligent acts of Contractor.
13	Attach_A	Agreement	XI(C)(1)/49	<p>Contractor is not the generator and therefore requests the following add to the language to Article XI(C)(1):</p> <p>“SCDOT shall sign all transportation manifests as Generator. SCDOT shall indemnify and hold harmless the Contractor for all losses, damages and expenses arising out of the presence or removal of any Hazardous Materials required by the Contract or any pre-existing Hazardous Materials.”</p>	Legal	Revision	SCDOT agrees it is the Generator for all Hazardous Materials except for those materials present at the Site because of the acts or omissions of Contractor. SCDOT will not agree to indemnify and hold harmless.
14	Attach_A	Agreement	XIII(A)/50	<p>Please modify the definition of a Type I Differing Site Condition in Article XIII(A) as follows:</p> <p>1. “Differing Site Conditions” are concealed or latent physical conditions encountered at the Project site during the term of the Agreement that (i) materially differ from the conditions reasonably assumed to exist at the site indicated in the Contract Documents(Type 1); or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the work provided for in the Agreement (Type 2). Type 1 conditions are those geotechnical or geological deviations from what is normally assumed to exist based on information provided in the RFP and actual site location.</p>	Legal	No_Revision	Suggested change is rejected.



15	Attach_A	Agreement	XIII(A)(3)/51	<p>Please modify XIII(A)(3) as follows. If the Contractor proves a Type 1 or Type 2 Differing Site Condition, it should be entitled to additional compensation and time. Contractor recognizes its obligation to perform a Reasonable Investigation, but it should not assume all risks associated with “working around locations impacted by a Differing Site Condition” if Contractor proves a Differing Site Condition exists.</p> <p>CONTRACTOR shall bear the burden of proving that a Differing Site Condition exists and that CONTRACTOR could not have reasonably (i) designed the Project or (ii) worked around the condition, including by resequencing, relocating, or redeploying its forces to other portions of the Project or other activities unrelated to its work, so as to avoid additional cost. 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.</p>	Legal	No_Revision	Suggested change is rejected.
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16	Attach_A	Agreement	XIII(B)(1)/51	<p>The Contractor's ability to recover for certain Differing Site Conditions is too narrow. If the Contractor proves a Type 1 or Type 2 Differing Site Condition exists as set forth above, the Contractor should be entitled to relief for both categories of Differing Site Conditions.</p> <p>Please modify Article XIII(B)(1) as follows:</p> <p>Type 1: SCDOT is responsible for only Type 1 Differing Site Conditions that exist throughout a specified area around each SCDOT-provided test hole, as listed in the geotechnical data in Attachment B. For purposes of the Type 1 portion of the definition of Differing Site conditions, "reasonably assumed to exist" means that the geotechnical and geological conditions indicated with respect to each County test hole exist throughout an area represented by a five-foot radius drawn from the center of the test hole.</p> <p>Type 2: SCDOT is responsible for only Type 2 Differing Site Conditions listed above.</p>	Legal	No_Revision	Suggested change is rejected.
17	Attach_A	Agreement	XVI(A)(2)/57	<p>Please modify or where noted, remove, the following sub-paragraph from the list of Indemnified claims:</p> <p>(d) The actual or alleged CONTRACTOR negligence fault in or associated with the performance of the work;</p> <p>(i) Any dispute between CONTRACTOR and a Utility Owner, or any CONTRACTOR-Related Entity's negligent performance of, or failure to perform, the obligations with respect to such Utility Owner;</p> <p>(j) Any dispute between CONTRACTOR and the Railroad, or any CONTRACTOR-Related Entity's negligent performance of, or failure to perform, or obtain approval with respect to the Railroad.</p> <p>(p) Any errors, inconsistencies or other defects in the design or construction of the Project and/or of Utility Adjustments included in the work;</p>	Legal	No_Revision	Suggested change is rejected.



18	Attach_A	Agreement	XVI(A)(2)(s)/60	<p>The Contractor does not agree that errors carried forward from information provided by SCDOT are assumed by the Contractor. Please modify as follows:</p> <p>(s) Errors in the design documents provided by CONTRACTOR (including those pertaining to Utility Adjustments), regardless of whether unless such errors were also included in the RFP, Exhibits and Attachment B. CONTRACTOR agrees that, because the concepts in the RFP, Exhibit and Attachment B are subject to review and modification by CONTRACTOR, it is appropriate for CONTRACTOR to assume liability for errors in the completed Project even though they may be related to errors in the RFP, Exhibits and Attachment B; and/or</p>	Legal	No_Revision	Suggested change is rejected.
19	Attach_A	Agreement	XVII(A)(2)/68	<p>Please remove paragraph (e). Contractor and its surety should be entitled to notice in the event of any and all alleged default events. Moreover, with the exception of insolvency and bankruptcy events, Contractor should be entitled to a cure period to all default events. Please modify subparagraphs (A)(2)(a) and (b) to include cure periods for Contractor Defaults under clauses XVII(A)(1)l, k, l, o, p. Please delete subparagraph (e).</p> <p>(e) CONTRACTOR hereby acknowledges and agrees that no notice and no opportunity to cure is required with respect to the Contractor Defaults under clauses XVII.A.1.g., i, k, l, o, (ii), p, and q., and SCDOT has the right to exercise its remedies hereunder immediately, including specifically those under clause 3 below.</p>	Legal	No_Revision	Suggested change is rejected.



20	Attach_A	Agreement	XVII(A)(3)/69	<p>SCDOT Step-In.</p> <p>(b) SCDOT may appropriate any or all materials and equipment on the Site as SCDOT determines may be suitable and acceptable and, if and when consistent with the terms of any surety bond(s) placed pursuant to Article VI.B, SCDOT may direct the Surety to complete the Project, may enter into an agreement for the completion of the Project (with the surety or another contractor), or may complete the Project itself. If SCDOT exercises any right to perform any obligations of CONTRACTOR, then SCDOT may, but is not obligated to, among other things: (A) perform or attempt to perform, or cause to be performed, such work; (B) spend such sums as SCDOT deems necessary and reasonable to employ and pay such architects, engineers, consultants, and contractors, and obtain materials and equipment as may be required to complete such work; (C) execute all applications, certificates, and other documents as may be required to complete the Project, including paying such amounts and performing such other acts as may then be required from CONTRACTOR pursuant to its subcontracts with consultants, subcontractors, vendors, and suppliers; (D) modify or terminate any contractual arrangements; (E) take any other actions that SCDOT may, in its sole discretion, consider necessary to complete the Project; and (vi) prosecute and defend any action or proceeding incident to completion of the Project.</p>	Legal	Revision	Agree to remove "equipment" from this provision. The remaining suggested revisions are rejected.
21	Attach_A	Agreement	XVII(A)(3)(d)/70	Please remove "increased financing costs of SCDOT, if any" from the list of categories of damages in Article XVII(A)(d)(i). Such damages are speculative and unquantifiable.	Legal	No_Revision	Suggested revision is rejected.
22	Attach_A	Agreement		<p>Please add a mutual waiver of consequential damages provision. For example:</p> <p>Notwithstanding any other provisions of this agreement to the contrary and to the fullest extent permitted by law, SCDOT and Contractor, on behalf of themselves, their parent companies, if applicable, their affiliates and their directors, officers and employees, mutually waive all claims against the other for any loss of funding, loss of profits, loss of opportunity, and any other special, consequential or indirect losses.</p>	Legal	No_Revision	Suggested revision is rejected.



23	Attach_A	Exhibit_4c	Section 2.1.2.2, page 1	Is the following from the subject section consistent with the response to Round 1 NCQ, Question 69? "Correct the cross slope with Asphalt Surface E for correction up to 1.8 inches and Asphalt Intermediate Type B for greater correction. Overlay with 200 psy of intermediate B and 200 psy of SMA (9.5mm)."	Pavement	No_Revision	The response to Round 1 NCQ, Question 69 was in response to I-26 mainline were you would not be modifying the vertical alignment. Cross slope correction will be required on interstate overlay portions of I-95 in addition what is necessary to tie in ramps to existing pavement. This is what is being referenced in section 2.1.2.2 of 4c.
24	PIP	Structures	Conceptual bridge plans	The conceptual bridge plans for the ramp bridges (GCO2 & FCH2) over I-26 show a 16'-0" outside shoulder along I-26 WB; which does appear consistent with future plans for the I-26 corridor. However, Section 2.3 of Exhibit 4a in the RFP only requires an outside shoulder width of 12'-0". Please confirm the minimum outside shoulder width is 12'-0" as outlined in the RFP and not 16'-0" as depicted in the conceptual bridge plans.	Structures	Revision	Exhibit 4b will be revised to add a clearance requirement to accommodate a future 16-foot outside shoulder adjacent to the existing I-26 Westbound mainline lanes, in addition to the two future lanes to the inside. The 16-foot outside shoulder will be built in conjunction with the future widening of I-26 to three lanes in each direction to assist with future hurricane evacuation plans. A roadway concept drawing will be added to PIP to depict the location of the outer limit of future 16-foot outside shoulder. Auxillary or ramp lanes can be used to provide this 16' width.
25	PIP	Structures	Conceptual bridge plans	The conceptual bridge plans for the ramp bridges (FCH2 & GCO2) over I-95 show minimum horizontal clearance envelopes of 70'-0" and 80'-0"; however, Sections 2.1.4 and 2.1.6 of the RFP only require that a sufficient width shall be provided to accommodate four future mainline lanes and associated shoulders (in addition to any auxiliary, ramp, or collector-distributor lanes, if necessary). Please confirm the language in the RFP governs the total horizontal clearances over the 70'-0" and 80'-0" envelopes shown on the conceptual bridge plans.	Structures	No_Revision	Yes, 70' is the resulting minimum horizontal clearance requirement for four future mainline lanes plus associated shoulders (4x12' lanes + 12' outside shoulder + 10' inside shoulder = 70'). At FCH2 over I-95 Southbound, 80' is the resulting clearance requirement with the auxillary / merge lane present (4x12'lanes + 12' auxillary lane + 10' outside shoulder + 10' inside shoulder) = 80'.
26	PIP	Traffic	Final IMR	Response to Round 1 NCQ #94 stated "The final IMR is scheduled to be approved in advance of the release of the Final RFP (May 4, 2023)." When will it be posted to the project website?	Traffic	No_Revision	FHWA has approved IMR and will be provided with next Addendum.
27	Attach_A	Exhibit 4d_Pt 4	Pages 3-4	RFP states " The overhead sign structures, however shall accommodate a future widening of I-26 to 6-lanes. The structures may be required to carry a different sign size and a longer span after the widening of I-26 to 6-lanes." Please confirm whether or not the sign structures on I-95 need to accommodate future widening as well.	Traffic	Revision	Sign structures shall accommodate future widening of I-95 to 6-lanes.
28	Attach_A	Exhibit 4d_Pt 4	Page 4	RFP states "Any sign structures and/or foundations which are retained shall be verified by the Contractor to be structurally adequate or replaced if proposed signs are larger than those shown in the conceptual signing plan." Please confirm whether or not the existing overhead sign structures can remain and be reused per this criteria (as opposed to assuming all overhead structures should be replaced).	Traffic	No_Revision	Confirmed. Existing sign structures can be reused as long as the criteria is met.
29	Attach_A	Exhibit_4	4D_Pt 5	RFP states "Removal and disposal of existing ITS components shall be the responsibility of the CONTRACTOR as provided in Exhibit 5 – ITS Elements Installation." Please provide the ITS Elements Installation portion of Exhibit	Traffic	Revision	Clarification will be provided as to what is the SCDOT responsibility and what the Contractor will be responsible for.



NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS
PROJECT NAME - Project ID P038677 - Dorchester and Orangeburg County

FINAL RFP - ROUND 2

Date Received: 6/30/2023

Non-Confidential Meeting Date: 7/12/2023

						SCDOT	
Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	Response	Explanation
1	RFP	4	25	Please provide more information or an example of how you want teams to shown item k. (Known or expected risks) in the CPM schedule.	DM	No_Revision	Items such as material delays (show adequate time for material acquisition), permit delays (provide realistic timeframe for permit acquisition), settlement monitoring, etc. are potential risks, among others, that should be captured in the development of the CPM schedule.
2	PIP	Environmental		Has the USACE verified the boundaries and jurisdictional status of the identified features documented in the PJD request, specifically the non-aquatic features? Will the USACE be issuing a determination letter prior to bid date?	Environmental	Revision	Information will be moved from PIP to Attachment B and supplemented with additional data. A JD request has been submitted and documentation supplied to the USACE for approval. It is SCDOT's goal to have the approval prior to bid date. The digital lines provided to teams are the final lines provided to the ACE for approval.
3	PIP	Hydraulics	Conceptual Roadway Cross Sections & gpk	The proposed profile for the I-26 eastbound ramp to I-95 southbound (COG2) is at or below existing grade and the proposed ditch bottoms currently depicted have near zero capacity for flow below the proposed pavement box. This depth is further decreased if the pavement box depth specified in RFP Exhibit 4C, Section 2.2 is implemented. Additionally, the significant existing channel (drainage area greater than 40 acres) adjacent to this ramp is not currently shown as being relocated as required per RFP Exhibit 4e, Section 2.1.4. This channel is necessary as it serves as outfall to the large ponds adjacent to the ramp. In order to make the RFP plans compliant with hydraulic design criteria, the proposed profile of ramp COG2 will need to be raised and the existing outfall channel will need to be relocated adjacent to the ramp. These required modifications will push impacts into the existing ponds (3'-4' deep depressions) adjacent to the ramp. Was the intent of the RFP design to impact these depressed areas and take that water into the SCDOT ditch?	Hydrology	No_Revision	The PIP is for information only. Page 3-93 in the Interchange Hydro Report calls for a Trapezoid channel for 26 EB to 95 SB Ramp from Sta 21+00 to 42+80. Impacts are not discussed in preliminary Hydro report. Intent is for Teams to design for the requirements of the RFP. Wetland impacts were considered within the existing and proposed new ROW of the alternatives in the NEPA document.



4	Attach_A	Exhibit 4e	Page 4 / Section 2.1.19	Exhibit 4e Section 2.1.19 calls out to demonstrate compliance with the SCDOT Requirements for Hydraulic Design Studies (RHDS) for existing retained pipes. The information presented in the Project Information Package (PIP) shows the existing conditions HW/D for all of the box culverts is greater than 1.2. Per SCDOT RHDS, these structures are currently not in compliance with the Requirements. What hydraulic design study results would SCDOT consider to be in compliance since the HW/D of 1.2 is just a recommendation? If the Department intends for the HW/D of 1.2 to be achieved at all crossings, would the Department include this value in the RFP as a "shall" for clarity?	Hydrology	Revision	Addendum 2 addresses the two 6 by 6 Box Culverts BC-2 and BC-3 and their HW/D ratios in Exhibit 4e section 2.1.19. Addendum 3 will include additional information to address additional culverts with HW/D >1.2.
5	Attach_A	Exhibit 4e	NCQ Industry Review	In the responses to Non Confidential Questions for the RFP for industry review dated 3/29/2023, SCDOT's response to Question 16 included that a design variance could be submitted. Per the SCDOT Hydraulic Design Variance Form, HW/D is not an item that can be considered for a variance request. Would SCDOT please clarify?	Hydrology	Revision	Request for SCDOT approval for designs not meeting our criteria and requirements. Not an official variance request but SCDOT approval is required when not meeting criteria. Addendum 3 will include additional information to address additional culverts with HW/D >1.2.
6	Attach_A	Exhibit 4e	Page 2 / Section 2.1.10	Exhibit 4e Section 2.1.10 calls for investigations of the post-construction impacts at outfall locations at the right-of-way limit to ensure there will be no adverse downstream impacts. Will the Department consider rewording or removing either 2.1.10 or 2.1.19? These two items are conflicting for several outfall locations in this particular project. To achieve the recommended HW/D of the 1.2, several structures will have to be upsized several sizes or supplemented with additional crosslines which in turn could adversely impact downstream conditions due to the increases in runoff volumes resultant from creating a larger conveyance opening. Additionally, when increasing the span width at the outlet, there will be environmental impacts because the outfall width will be increased, thus creating impacts to the stream and potentially wetlands. Typically the stream width would be similar in length to the existing structure, i.e. an existing 6x6 with a recommendation of replacement with multiple pipes would increase the outfall width by several feet in addition to the extra width to accommodate the wing walls.	Hydrology	Revision	Addendum 2 addresses the two 6 by 6 Box Culverts BC-2 and BC-3 and their HW/D ratios in Exhibit 4e section 2.1.19. Conveyance of project increases should be handled by additional culverts and roadside ditches on SCDOT R/W to outfall and impacts should be minimal. Addendum 3 will include additional information to address additional culverts with HW/D >1.2.
7	PIP	Hydraulics	26/H&H Report	The PIP includes recommendations for undersized conveyance structures. The recommendations include conveyance structures that if constructed, the top of structure would be higher than the current mainline top of grade due to the size of the casing pipe. Is SCDOT ok with raising the grade of the mainline?	Hydrology	Revision	The PIP is for information only. Can add additional barrels instead of upsizing pipe. Should be options to avoid grade raises if grade raise is not feasible. Addendum 3 will include additional information to address additional culverts with HW/D >1.2.
8	Attach_A	Exhibit 4e	Page 1 / Section 2.1.3	Exhibit 4e Section 2.1.3 states underground detention is not allowed. Exhibit 4e Section 2.1.9 states underground detention systems are not allowed to minimize post construction discharges. Is it SCDOT's intention to duplicate the restriction but use different language in separate items?	Hydrology	Revision	Will delete language from 2.1.3.



9	Attach_A	Exhibit 4e	Page 2 / Section 2.1.9	Exhibit 4e Section 2.1.9 states "Underground detention systems are not allowed to minimize post-construction discharges. Detention systems are not allowed within the interchange." Does the second sentence mean open detention ponds are also not allowed within the Interchange? In this definition, what is considered within the interchange?	Hydrology	Revision	This would be on the inside of the interchange limits (inside loops or triangles formed by ramps and mainline). Outside of the interstate mainline - and outside of the clearzone, detention would be allowed. Ponds should not be necessary considering the small increases from the project compared to the large drainage area of the watershed.
10	Attach_A	Exhibit 4e	Page 2 / Section 2.1.4	Exhibit 4e Section 2.1.4 states to "verify post conditions will not create nor contribute to adverse downstream impacts". Exhibit 4e Section 2.1.10 states "Investigate post-construction impacts at all right-of-way outfall locations to ensure post-construction discharges will not create adverse downstream impacts nor contribute to existing adverse downstream impacts". Is it SCDOT's intention to duplicate the requirement but use different language in separate items?	Hydrology	Revision	Language will be removed from 2.1.4.
11	Attach_A	Exhibit_4c	Page 2 / Section 2.3	Given the requirement for HMA overlay on concrete pavement, can the surface texture of diamond grinding be removed for the acceleration lanes?	Pavement	Revision	Diamond grinding can be removed with asphalt overlay but ride requirements still need to be met on final surface. Any concrete patching will still require diamond grinding.
12	Attach_A	Exhibit_4c	Page 2 / Section 2.3	Is the joint sealant necessary for the acceleration lanes concrete?	Pavement	No_Revision	Yes, joint sealant is still required.
13	Attach_A	Exhibit_4c	Page 2 / Section 2.3	Will the acceleration lane concrete pavement be required to tie to the existing lanes	Pavement	No_Revision	Acceleration/ deceleration lanes will not be required to be tied to the existing lanes.
14	Attach_A	Exhibit_4c	Page 2 / Section 2.3	Will it be necessary to drill and grout #5 tie bars between the acceleration lane and existing pavement?	Pavement	No_Revision	Please see above. Acceleration / deceleration lanes will not be required to be tied to the existing lanes.
15	Attach_A	Exhibit_4c	Page 2 / Section 2.3	Will the longitudinal joint be required to be sealed?	Pavement	No_Revision	Yes, longitudinal joint needs to be sealed.
16	Attach_A	Exhibit_4c	Page 2 / Section 2.3	Does the acceleration pavement design also apply to the deceleration lanes?	Pavement	No_Revision	Yes, the same design is still required for deceleration lanes
17	Attach_A	Exhibit_4c	Page 2 / Section 2.3	With a requirement for 12' of width minimum, as the width of the acceleration reduces, how should this be accomplished	Pavement	No_Revision	Build it 12' wide and stripe the taper
18	RFP	3	10	Given that the above amendments will not be design changes but design requirements to make the RFP design compliant with all hydro and road design criteria, will an ATC be necessary?	PM	No_Revision	No, an ATC will not be necessary to meet the requirements of the RFP.
19	PIP	Roadway	Conceptual Roadway Cross Sections & gpk	The proposed pavement box for the I-26 eastbound ramp to I-95 southbound (COG2), as depicted in the cross sections provided is 0.383' thinner than the pavement design as provided in RFP Exhibit 4C, section 2.2. Is the depth specified in RFP Exhibit 4C the required depth?	Roadway	No_Revision	Cross sections provided in the PIP are for information only. Depth specified in the RFP Exhibit 4c supersedes what is shown in the PIP.



20	RFP	4	2	Per RFP Exhibit 4A, Section 2.5 all vertical curves, grades and clearances, are to be developed in compliance with the SCDOT Roadway Design Manual. Per section 6.3.2 of the 2021 Roadway Design Manual the desirable longitudinal gradient is a minimum 0.5 percent for roadways without curbs. Per the proposed profiles provided in the conceptual roadway design, there are locations where the proposed profile is less than 0.5 percent. An example of this is the Georgia to Columbia proposed profile from sta. 84+65 to sta. 100+64.93 where proposed grades are 0.08% or less. Will SCDOT allow proposed profiles to be less than .5% provided adequate cross slope is provided?	Roadway	No_Revision	It is always preferred that the desirable minimum of 0.5 percent be utilized in design. Per the RDM "Longitudinal gradients of 0 percent may be acceptable on some pavements that have adequate cross slopes, and in locations where superelevation does not occur. In these cases, check the flow lines of the outside ditches to ensure adequate drainage." Provided drainage assurance, a profile grade less than 0.5% is adequate.
21	Attach_A	Exhibit_4a	2	In section 2.3, for the auxiliary lane shoulder there is a note that says "*10 ft paved at barrier locations". Does the barrier reference also apply to guardrail?	Roadway	Revision	Will update to read "concrete barrier".
22	Attach_A	ROW	39	Given the required changes described above (question 2), it is likely that additional Right-of-Way will be required. If additional ROW acquisition above 25.5 acres identified in the environmental document is required in order to make the concept plans RFP compliant, can SCDOT confirm that they will be responsible for all ROW acquisition costs?	ROW	No_Revision	Yes, we are responsible for ROW Acquisition costs, except for the additional areas as described in the Agreement.
23	Attach_A	ROW	39	The necessary ROW impacts required to make the RFP plans compliant with hydraulic and road design criteria will necessitate encroachment into the existing ponds (3'-4' deep depressions) adjacent to the proposed ramp. Is it the intent of the Department to purchase the entirety of the existing ponds? Will these impacts need to be mitigated?	ROW	No_Revision	The intent of the SCDOT would be to buy what is needed for the acquisition. If the ponds are determined to be jurisdictional and they are impacted as defined by the USACE, then it is anticipated those impacts would be required to be mitigated.
24	Attach_A	Exhibit_4b	1	Please confirm that the S-1302 bridge over I-26 is OC-II since there does not appear to be a detour for this bridge.	Structures	No_Revision	Confirmed.
25	PIP	Traffic	Conceptual Signing Plan	Can SCDOT confirm that the 600' overhead sign spacing shown in the Conceptual Plan Signing Plan in multiple locations is acceptable given that this spacing is not per standard?	Traffic	No_Revision	The PIP is for information only. The approved signing plan for the interchange is included in the IMR in Attachment B. SCDOT finds the spacing acceptable due to the lower speeds within the concept interchange ramps.



NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS
PROJECT NAME - Project ID P038677 - Dorchester and Orangeburg County

FINAL RFP - ROUND 3 Revised

Date Received: 8/14/2023

Non-Confidential Meeting Date: 8/28/2023

					SCDOT		
Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	Response	Explanation
1	Attach_A	Exhibit 4z	13	The only environmental related deliverable in Section 4z Project Design Deliverables is listed as Revised Permit Drawings (3.13). Section 2.6 (NEPA Document/Permit) states that the acquisition of all necessary permits will be the responsibility of the Proposer. Can the Department please specify the individual environmental deliverables anticipated to be the responsibility of the Proposer?	Environmental	Revision	4z will be updated to clarify this.
2	Attach_A	Exhibit 6	4	Section 2.1, Environmental Commitments, Item f , states "The SCDOT will provide mitigation credits to cover impacts up to the amounts identified in the NPCE for each alternative. If impacts resulting from the CONTRACTOR's final design exceed those in the NPCE, the CONTRACTOR shall be responsible for securing the additional mitigation to offset the impacts per current 404 guidance." However in the Agreement (page 45 of 89) it says "CONTRACTOR is responsible for any mitigation required by permit." Please clarify.	Environmental	No_Revision	Contractor is responsible for coordination of any mitigation require by permit in accrodance with the Agreement. However, SCDOT will provide credits up to the amounts identified in the NPCE.
3	PIP	Hydraulics	Hydrology Report Section 3.1	Can SCDOT confirm that Scientific Investigations Report 2023-5006 should be used instead of 2009-5156 for drainage areas that exceed 1.0 square miles when determining HW/D ratios for crosslines as the updated equations produce higher flowrates than the old equations?	Hydrology	No_Revision	Its not a required criteria but when an updated SIR is released then it superceeds and replaces the previous edition. The most current Report should be used. This should be standard in the industry.
4	Attach_A	Exhibit 4e	2	Section 2.1.5 of Exhibit 4e states, "Design temporary drainage systems in accordance with AASHTO Drainage Manual Appendix 17A.". However, it does not appear this section provides guidance on what design storm to use for temporary spread conditions. Can SCDOT confirm what design storm to use to maintain temporary spread to the shoulder?	Hydrology	No_Revision	The same design storm as determined by the EOR when following the procedure in the AASHTO Drainage Manual Apendix 17A to design other Hrdraulic facilities. This is a risk based design frequency as determined by the Engineer.
5	Attach_A	Exhibit 4d_Pt 1	1 and 2	The specific design requirement in regards to the acceleration lane tapers on I-95 in Section 1.1 of Exhibit 4d Part 1 requires additional work outside of the existing survey limits and video pipe inspection efforts. Can SCDOT confirm that the additional video pipe inspection and any necessary repairs and/or replacements be the responsibility of the design build team?	Hydrology	Revision	Contractor will be responsible for replacing pipes within the area.



6	Attach_A	Exhibit 4e	2 and 3	Section 2.1.13 of Exhibit 4e states, "In locations where designs account for future widening, ensure proposed drainage systems are not constructed under future lanes. Provide inlets along barriers or retaining walls to meet spread requirements for future widening conditions." Can SCDOT confirm pipes should not be designed hydraulically to account for future widening?	Hydrology	Revision	Exhibit 4e will be revised to clarify.
7	Attach_A	Exhibit 4e	Page 4 / 2.1.19	The RFP allows for box culverts BC-2 and BC-3 to be retained with their respected existing HW/D values, however the SCDOT models for BC-2 and BC-3 do not account for headwater and tailwater conditions where they combine between the two culverts. When properly accounted for, the models demonstrate overtopping of I-95 for the 100-yr storm event. Is it SCDOT's intention to allow the proposed HW/D at these crossings to be equal to the existing HW/D if it results in the overtopping of the I-95 mainline as modeled?	Hydrology	Revision	Items contained in the Project Information Package are for information only. SCDOT's Preliminary Hydro Report is based on conceptual design and shows overtopping for larger events at EXBC-2 with proposed flows. Both EXBC-2 and EXBC-3 were recommended for replacement by the preliminary hydro report. Addendum 3 allows retaining EXBC-2 and EXBC-3 to minimize MOT complexity but states that additional conveyance will be required for any increase in runoff from project to meet RFP criteria. A revision will be made to emphasize that there will be no overtopping allowed. If study shows that there is overtopping in existing or proposed conditions then additional conveyance is required to meet RFP criteria. Preliminary analyses were performed independently due to the flow length distance between EXBC-2 and EXBC-3. A more advanced evaluation may be warranted due to combined potential impacts from multiple culvert crossings when finalizing design as determined by the Engineer of Record.
8	Attach_A	Exhibit_4c	1 & 2	Sections 2.1 and 2.2 give pavement designs for Existing mainline and "interchange ramps". It is understood that there is no widening of I-95 and I-26 as a part of this project, however can the department clarify a pavement design needed for existing travel ways of I-95 that will need to be raised to accommodate adequate clearance for the bridge over I-26? Specifically, can the department address limitations on buildup tolerances for each pavement design as well as a complete reconstruction design as both scenarios are anticipated in the approaches to the bridge over I-26?	Pavement	Revision	Exhibit 4c will be revised to include the pavement designs for this area.
9				Could the department please share the current anticipated project completion schedule for the I-26 Rehabilitation Project (Project ID P029938)?	PM	Revision	Anticipated project completion date for work in the area of this interchange project is December 2024. We are revising the scope to clarify. Some project coordination in this area may be necessary.
10	RFP	8	42	Is Complex Bridge Independent Peer Review still a requirement of the RFP? If so will the IPR submittal be approved prior to submittal of Technical Proposals?	Structures	No_Revision	Yes and Yes.



11	Attach_B	Traffic		Please clarify the Construction Access Design Criteria dated June 9, 2023. Is the intention to prohibit access within the interchange without a lane closure due to the spacing limitations within Section 10.4? If so, this restriction would require all access within the interchange limits to be performed during allowable lane closure times, effectively eliminating ½ of the shifts available for construction.	Traffic	No_Revision	No, The Consturction Access Design Criteria was developed to provide construction access during hourly lane closure restriction times. The spacing limitations in Section 10.4 applies only to the Construction Access Design Criteria document. The spacing limitation does not apply standard lane closures during allowable hours.
12	Attach_B	Traffic		Is construction access from the ramps and loops permitted outside allowable lane closure times? Please provide additional criteria for access from ramps and loops.	Traffic	Revision	No, access to the ramps and loops will only be allowed during allowable lane closure hours. Ramps and loops will use the immediate upstream mainline hourly lane closure restrictions. For example, I-26 EB to I-95 SB would use the lane restriction for I-26 EB.



NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS
PROJECT NAME - Project ID P038677 - Dorchester and Orangeburg County

FINAL RFP - ROUND 3 Additional Questions

Date Received: 08/28/2023-08/29/2023

Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	SCDOT	
						Response	Explanation
1	Attach_A	Agreement	Page 25 / IV.A.1	Could the Department review the allocation of 1290 calendar days for Substantially Complete the project? Specifically, time frames to acquire the Individual Permit and the added submission and review times of the Complex Bridge Independent Peer Review are reducing the amount of time available creating compressed construction time frames.	Construction	No_Revision	The construction duration was reviewed and SCDOT is not changing the duration for the contract.
2	Attach_A	Exhibit 4e	2	Section 2.1.5 of exhibit 4E references the use of AASHTO Drainage Manual Appendix 17A for determining the design of temporary drainage systems. The procedures for determining a temporary design frequency in the manual involve various selection factors including the potential for loss of life. Should the potential for loss of life be included when attempting to apply this methodology to establish a temporary intensity for analyzing shoulder spread? This section of the AASHTO manual appears to be more related to estimating the appropriate design storm for sizing the conveyance of a major crossing for a temporary condition and does not really address or mention the use of this for roadway drainage and spread limits during construction. Previous projects administered by SCDOT Design Build Office have utilized 2 inches/hour as the intensity for analyzing temporary spread. Will the SCDOT consider updating exhibit 4e to 2inches/hour for this project to clarify an intensity for all teams?	Hydrology	Revision	Use permanent design criteria if design frequency given by Appendix 17 A procedure exceeds that of the permanent condition. Follow selection factor 2 on pages 17-25 through 17-27 when evaluating Loss of Life Impact Rating Value.
3	Attach_A	Exhibit_4c	1	In section 2.1.2.2 of Exhibit 4c Concrete Pavement (I-26 overpass to Existing Asphalt Transverse Joint), full depth patching and cross slope correction is noted as required for I-95. Will SCDOT provide the mile marker limits for the project? Currently we believe there is a 36 mile gap from I-26 overpass to the existing Asphalt Transverse Joint. Will this gap be handled by this project or by the adjacent project?	Pavement	Revision	Patching, cross slope correction, and overlay of I-95 concrete pavement section will be from I-26 overpass south to MM 84.19.
4	RFP	4	26 & 27	1. Bid Bond – previously submitted with the Cost proposal (paragraph 4.2 and 4.2.1) in person. Is it the intent of the owner to have allow the emailed copy of the bid bond fulfill this requirement? We are using the SCDOT form from the website, as per the instructions. OR 2. Bid Bond Hard copy – is it the intent of the owner to have the teams provide the hard copy of the bid bond. This contradicts the sentence on page 27 that “A proposal submitted with out the Bid Bond form may be deemed non-responsive.”.	PM	Revision	Revision to add "A cost proposal submitted with out the bid bond form may be deemed non-responsive". We have already stated that the Cost proposal and bid bond are to be submitted together electronically.



5	RFP	4	Exhibit 4C - Pavement Design Criteria	Per exhibit 4C, pavement design criteria section 2.1.2.2 an overlay is proposed from the I-26 overpass to the existing asphalt transverse joint. Currently the only asphalt transverse joint is approximately 100' north of the overpass. Is the intent to carry the overlay to the joint north of the overpass, or instead is the intent to carry the overlay 1.6 miles south to the northern end of P041502? If the latter, will the project team be responsible for establishing proposed I-95 mainline profile and cross sections compliant with SCDOT RDM standards for the technical proposal submittal (as these would otherwise not be required)? If overlay is intended to tie into P041502, what improvements, if any, are required for the I-95 inside shoulder?	Roadway	Revision	Yes, carry the overlay to I-95 MM 84.19. See updated Exhibit 4C for further clarification. Profile & typical section will be required for the technical proposal, cross sections are not required. Inside shoulder improvements should match those included in P041502 and a typical will be provided in Attachment B.
6	PIP	Roadway	Conceptual Roadway Design	In the conceptual roadway design layout, improvements to S-1302 extend beyond the intersection with the I-26 frontage roads, however the new right of way ends at the intersection. Is the intent for improvements beyond the intersection to be covered under permissions or will new right of way need to be acquired to cover proposed improvements?	ROW	No_Revision	If new ROW is required to tie that roadway in outside of the current ROW then yes it would be required to obtain it. No ROW outside of existing was purchased ahead of time for this project.
7	Attach_A	Exhibit_4b		Per RFP Exhibit 4a Section 2.8 and Exhibit 4b Section 2.1.6, the required clear zone along I-26 and I-95 is 34 feet. In the final typical section configuration set forth in the RFP, the median piers along I-95 and I-26 fall outside of the clear zone and therefore do not require rigid barrier protection. If rigid barrier protection is provided, does the 34' gap require slope paving? If rigid barrier is not provided, is any protection required at new overpass structures?	Structures	Revision	Median piers outside of the clear zone do not require rigid barrier protection, per RFP Requirements. Collision force protection requirements in accordance with Bridge Memo DM0213 apply for interior bents located within 30 feet to edge of travel way. Where rigid barrier protection is provided, shoulder pavement will be required to extend to the barrier.
8	Attach_A	Exhibit_4b	8	During construction will runoff from bridge decks be allowed to discharge temporarily to roadways below through drainage slots in temporary concrete barrier as an example. We feel that the discharge through slots in the wall would not be concentrated enough to impact drivers.	Structures	Revision	Discharge is not allowed onto travel lanes in temporary and permanent conditions. This will be clarified in Addendum 5.
9	Attach_A	Exhibit_4b	8	Section 2.1.19 of Exhibit 4b gives requirements for the location of permanent deck drains but does not discuss temporary conditions. In a temporary condition can deck drains discharge onto a shoulder or travel lane?	Structures	Revision	Discharge is not allowed onto travel lanes in temporary and permanent conditions. Discharge onto the shoulder is not prohibited, provided it will not become a travel lane in the future. This will be clarified in Addendum 5.

