

**NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS
Bridge Package 18 - Contract ID 2662300 - Horry County**

RFP FOR INDUSTRY REVIEW

Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	SCDOT	
						Response	Explanation
1	Attach_A	Agreement	IV.A.6 Pg 29 of 92	What is the purpose of 'Long Stop Dates'?	Legal	Revision	Artifact of a now reversed policy decision. Language revised.
2	Attach_A	Agreement	III.B.1 Pg 23 of 92 XIV.A.4 Pg 56 of 92	Article III provides that Changes in legal requirements effective after RFP response will allow for a Contract Price Adjustment but Article XIV A.4 provides that a Change in law after Contractor's submission is a Force Majeure and only allows recovery of additional time. Please confirm that a Change in Law allows for recovery of time and price adjustment and delete the section from Force Majeure.	Legal	Revision	Revised.
3	Attach_A	Agreement	III.B.1.i Pg 23 of 92 VII.A.3 Pg 38 of 92	Under Article III.B.i, adverse utility adjustment 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	No_Revision	SCDOT declines to make this change.
4	Attach_A	Agreement	XVI.2.r Pg 61 of 92	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	SCDOT declines to make this change.



5	Attach_A	Agreement	<p>III.B.1.i Pg 23 of 92</p> <p>VII.A.3 Pg 38 of 92</p>	<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><i>“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 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.”</i></p>	Legal	No_Revision	SCDOT declines to make this change.
9	Attach_A	Agreement	VIII.B.7-15 Pg 46 of 92	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	Revised.
10	Attach_A	Agreement	IX.B Pg 51 of 92	For clarity, please add a definition of “Unexpected Hazardous Materials” to Article XI(B). A suggested definition is: Unexpected Hazardous Materials are any Hazardous Materials not identified in in Exhibit 6, Project Design Criteria and Attachment B.	Legal	No_Revision	SCDOT declines to make this change.



11	Attach_A	Agreement	XI.C.1 Pg 51 of 92	<p>Please modify Article XI(C)(1) as set forth below. The below makes it clear that is not just pre-existing but any waste that is not contractor generated.</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	SCDOT declines to make this change.
12	Attach_B	Geotechnical	General	For the S-154 over Murrells Inlet Creek bridge rehabilitation, will SCDOT be providing a certification of the existing substructure foundation that identifies the maximum allowable loading conditions for each of the existing piles as well as data identifying existing pile lengths?	Geotechnical	Revision	Adding a statement in the RFP, Exhibit 4b, that a substructure capacity evaluation is not required. SCDOT assumes the responsibility for the existing substructure design, provided the rehabilitation requirements in the RFP are followed (specified size of flat slab superstructure replacement and dimensions of cathodic protection systems). Pile tip investigation report, performed for the bridge scour study, will be provided in Attachment B
13	Attach_B	Geotechnical	General	Please provide any archived geotechnical exploration data available used during the pursuit for the S-154 over Murrells Inlet Creek bridge rehabilitation location.	Geotechnical	Revision	Existing borings performed are included in the existing bridge plans provided to teams. Pile tip investigation report, performed for the bridge scour study, will be provided in Attachment B.

