

NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS
Carolina Crossroads Phase 3C --- I-20 Widening and Saluda River and CSX Bridge Replacements Design-Build Project
Project ID P043325 - Lexington County

FINAL RFP - ROUND 3

Date Posted: 2/7/2025

Non-Confidential Meeting Date: 2/11/2025

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Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	Response	Explanation	
1				Will SCDOT be providing additional soil borings within the bridge approaches (approx. Sta. 95+00 to 100+00) to assist in evaluating and mitigating potential seismic ground instability?	Geotechnical	No_Revision	No additional boring data has been obtained nor will be made available.	
2	Agreement_and_TPs	Agreement	PDF Pg. 155 of 769	Section 11.1.20.2 (c) "The policy shall be in effect at the start of construction and must be maintained for the duration of the Project until the Project has reached Final Completion" - Builder's risk policies are intended to cover ongoing construction risk only and most, if not all, cease to provide cover when the project is put to its intended use upon substantial completion. Further in instances where there is a dispute there could be a significant amount of time between substantial completion and final acceptance. Builders risk should not be required in these instances and would not provide coverage for the project in these instances. Please review change to provide through substantial completion. In the alternative, add language that provides for cancellation of coverage if project final acceptance is delayed but works have been put to intended use.	Legal	No_Revision	SCDOT declines to make this revision.	
3	Agreement_and_TPs	Agreement	PDF Pg. 158 of 769	Section 12.1.1.1 (a)(iv): How does this warranty compare to other standards in our DB contracts? This seems like maybe a bit too far? Possibly makes claims uninsurable and clause at a minimum would need to be reviewed by underwriters if not amended before assurance of PL coverage.	Legal	No_Revision	SCDOT declines to make this revision.	



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4	Agreement_and_TPs	Agreement	14.4.6.1(b)	Please delete the added language in 14.4.6.1(b) requiring the Contractor to assume all risks with respect to the need to work around locations impacted by a Differing Site Condition. Contractor recognizes its obligation to perform a Reasonable Investigation and a general duty to mitigate its damages; however, if Contractor proves a DSC exists, Contractor should be entitled to extra work costs, delay costs, and time resulting from Contractor's efforts to "work around" the DSC. Such costs would be "incurred due to changes in Contractor's obligations related to the Work resulting from the existence of Differing Site Conditions" as contemplated by 14.4.6.1 and 14.4.6.2.	Legal	No_Revision	SCDOT declines to make this revision.	
5	Agreement_and_TPs	Agreement	14.4.6	Please renumber the subsections in 14.4.6.2 and 14.4.6.3 to read (a), (b), (c), (d), etc.	Legal	Revision	Contract Documents will be revised accordingly.	
6	Agreement_and_TPs	Agreement	14.4.6.2(o)	The Contractor should be compensated for all costs and time related to a Differing Site Condition if the Contractor proves that a Differing Site Condition exists. While we appreciate SCDOT's proposal of a risk-sharing concept as it relates to Differing Site Conditions as opposed to the alternative of attempting to shaft all associated risk to the Contractor, we request that SCDOT adjust the dollar values set forth in 14.4.6.2(o) and (p) to more reasonable and appropriate thresholds. a. (o) Contractor shall be fully responsible for, and thus shall not be entitled to any Claim for Extra Work Costs and Delay Costs that are less than or equal to the first \$500,000.00 \$250,000.00 (the Differing Site Conditions Contractor Share) incurred for changes in the Work resulting from each separate Differing Site Conditions Event. b. (p) Contractor and SCDOT shall share equally any Extra Work Costs and Delay Costs incurred in excess of the Differing Site Conditions Contractor Share, up to a cap of \$1,000,000.00 \$500,000.00 incurred from each separate Differing Site Conditions Event (the Differing Site Conditions Contractor Share Limit).	Legal	No_Revision	SCDOT declines to make this revision.	



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7	Agreement_and_TPs	Agreement	14.4.6.3	With respect to the risk-sharing concept set forth in 14.4.6.3(r), if Contractor is "fully responsible" for any Differing Site Condition Delay up to an amount of 60 days per event, is it SCDOT's intent to charge Contractor Liquidated Damages for the first 60 days of any associated Delay to the Critical Path or is it SCDOT's intent to require Contractor to absorb its Delay Costs for the first 60 days per event, but not otherwise charge Liquidated Damages for that period? At a minimum, please clarify that this provision does not entitle SCDOT to assess Liquidated Damages for any Delay days resulting from a Differing Site Condition. Further per 14.4.6.2(o), Contractor may recover Delay Costs due to a Differing Site Condition after a certain dollar threshold is met; however, what if Contractor's costs exceed that threshold before 60 days of Delay occurs? Further clarification from SCDOT is requested with respect to this risk-sharing provision.	Legal	Revision	Section 14.4.6.3 of the DB Agreement has been updated to define allowable adjustments to the Completion Deadline for DSC delay claims. Any changes to the Completion Deadline for any reason will affect total liquidated damages assessed, if applicable. Additional edits to Sections 14.4.6.2, 14.4.6.3, and 14.4.6.4 have been made in RFP Addendum 4 to clarify the risk-sharing provisions applicable to Contractor's responsibilities for costs, delay, and applicable Completion Deadline adjustment.
8	Agreement_and_TPs	Agreement	14.4.6.3	Similar to the risk sharing concept set forth in 14.4.6.2(o) and (p), please reduce the time periods set forth in 14.4.6.3(r), (s), (t), and (u) to 15 days in part (r), 30 days in part (s), 30 days in part (t), and 45 days in part (u).	Legal	No_Revision	SCDOT declines to make this revision.
9	Agreement_and_TPs	Agreement	19.9.2	Addendum #2 stated the SCDOA fiber will be abandoned in place prior to this project, though in section 19.9.2 SCDOA is still listed with LD's with any damage. Please remove any references to SCDOA and their facilities within this section as it would not apply with no active facilities within the project limits.	Legal	No_Revision	SCDOT declines to make this revision.
10	Agreement_and_TPs	Agreement	15.9.2	TP-685 states the existing ITS backbone will be decommissioned with proper 30 days' notice prior to beginning of construction activities. Please revise the language that in the event the SCDOT ITS backbone is not decommissioned within the proper 30 day notice, then the associated liquidated damages should not apply thereafter.	Legal	No_Revision	SCDOT declines to make this revision.
11	Agreement_and_TPs	TP-110	11	RFP section 110.5.2.1 Buildable Units Map states "SCDOT will not accept or review a single design package for the entire Project". The project is not large or complex and there is not a natural segment break point, for geographic or MOT reasons; is SCDOT requiring that CCR Phase 3C be designed in segments?	PM	Revision	No. TP 110.5.2.1 will be revised to clarify.



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12	RFP	4	19 of 48	Section 4.1 Technical Proposal states Conceptual Plans shall be provided in black and white unless otherwise noted. Can company logos and flags/callouts for project enhancements/added value items be provided in color on the conceptual plans?	PM	No_Revision	No.	
13	Agreement_and_TPs	TP-714	2	Technical Provision 714 states to replace all 15-inch pipe with minimum of 18-inch pipe at all locations where design warrants retaining pipes except for driveways and yard drain connections. The 15-inch RCP located in the median between STA. 36+00 and STA. 41+00 will require the median barrier wall to be replaced. Technical Provision 200 Section 200.6.3B requires all existing concrete barriers along I-20 beginning at Station 42+14.50 be replaced. Should TP 200 be revised to require replacement of the barrier beginning at approximate Station 36+00 due to the replacement of the 15-inch median RCP?	Roadway	Revision	TP 200 will be revised.	
14	PIP	Right of Way		Can SCDOT please provide the property information for the project. Typically there is an excel file with a survey but we do not see one for this project.	ROW	Revision	The right of way data sheet Excel files will be provided.	
15	PIP	Utilities	U-Sheets	The provided U-sheets within Utility Report Appendix indicate AT&T facilities along Bush River Ramp G are to remain. However, it is anticipated impacts will be likely and would require relocation. Will AT&T be allowed to relocate within SCDOT ROW and controlled access? If not, then AT&T would need to obtain private easement and which would introduce significant schedule risk as relocations would be dependent on timeline of obtaining private easements.	Utilities	No_Revision	Post-award, Encroachment Permit(s) would need to be submitted to determine if AT&T will be allowed to relocate within SCDOT ROW and controlled access. Final approval will be required from FHWA and SCDOT.	



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16	Agreement_and _TPs	TP-700	700.3.1.24	This section requires the conduit attachment for AT&T's relocation to be attached in the exterior bay on the upstream side of the bridge. This would locate AT&T on the opposite side they are currently on and cause them to bore the interstate twice to attach and then tie back into their existing facilities. Additionally, this would prove difficult for the pulling of the new cable, significant additional cost incurred by AT&T, and require additional time to complete their relocation. AT&T had indicated their preference would be to remain on the same downstream / eastbound side. Please revise this requirement to allow the flexibility to place conduit attachment on either side.	Utilities	Revision	TP 700 will be revised.

