

**NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS
I-95 over Lake Marion - Project ID P041130 - Clarendon and Orangeburg Counties**

RFP for Industry Review Rev. 1

Date Received: 1/23/2025

Non-Confidential Meeting Date: 2/11/2025

Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	Response	Explanation
1	Attach_A	Agreement	Section XII pdf 104 of 341	Please clarify the extent of demolition for the substructures. Do teams remove to the waterline, the mudline, or tip of piles?	Construction	Revision	Specification with clarification will be provided in Exhibit 5.
2	Attach_A	Agreement	Section XII pdf 104 of 341	Are teams required to remove the existing bridge foundations west of the old US 301 bridge?	Construction	Revision	Language will be added to Exhibit 3 to remove all old bridge foundations as a part of this project. Specification with clarification will be provided in Exhibit 5.
3	Attach_A	Agreement	23/24 of 92	The Design Build Agreement references Exhibit 5 for Extended Job Site Overhead Rates. These rates cannot be found within Exhibit 5, please provide these rates and or a specific section reference within Exhibit 5.	Construction	Revision	Section 105: <i>Exteded Job Site Overhead</i> will be added to Exhibit 5
4	Attach_A	Agreement	78 of 92	After a thorough review of the DBE Contracting Opportunities on the project, we request that SCDOT consider setting the DBE goal be reduced to 9.2%, with a Professional Services goal of 0.2%.	Construction	No_Revision	DBE goal will remain as initially set. Teams will be required to follow good faith efforts and coordinate with the DBE Office.
5	Attach_A	Exhibit 4z	Section 3.3 pdf 209 of 341	Can the ROW submittal packages be eliminated?	DM	Revision	Will revise to allow omission of ROW plans if ROW is not required on the project.
6	Attach_A	Exhibit_4b	Section 2.1.5 pdf 165 of 341	The RFP states that teams are to "Construct the new bridges with bridge roadway widths that are equal to or greater than the approach roadway widths that are specified in Exhibit 4a". Exhibit 4a, Section 2.4 indicates 12-ft inside shoulders, however, Attachment B, Structures, Item 1, Bridge Typical Sections, shows a 10-ft inside shoulder for both the Main Bridge and Relief Bridges. The additional 4-ft of shoulder will cause the Main Bridge to be over 150-ft wide which is the maximum superstructure width for a single bridge deck. Please clarify inside shoulder widths for the bridges, and if we are required to use 12-ft, please update Bridge Typical Section in Attachment B to match RFP requirements or remove maximum single deck width of 150-ft.	DM	Revision	10-ft inside shoulder is the requirement on the bridges. This will be clarified in Exhibit 4a.
7	Attach_A	Exhibit_4b	4	Section 2.1.5 of Exhibit 4b requires the new bridge roadway widths to be equal or greater than the approach roadway widths. Section 2.4 of Exhibit 4a requires 12 ft. total inside shoulder widths. The Bridge Typical Sections document located in Attachment B - Structures shows 10 ft. inside shoulders. Additionally, if 12 ft. inside shoulders are required, the bridge will be required to be split into dual bridges as it would violate the max. superstructure width of 150 ft. Please confirm 10 ft. minimum inside shoulders are required for the bridge decks.	DM	Revision	10-ft inside shoulder is the requirement on the bridges. This will be clarified in Exhibit 4a.



8	Attach_A	Exhibit_4a	Section 2.13 pdf 160 of 341	Will fishing be allowed from the shared use path?	Environmental	No_Revision	Fishing will not be signed as prohibited.
9				Per GDM Section 10.10.2.1, ERSs not located beyond the bridge embankments shall be designed to not collapse. Recommend SCDOT define "collapse" for roadway ERSs during the seismic event.	Geotechnical	No_Revision	Collapse means no adverse impact to safety or property in the immediate vicinity.
10	Attach_A	Exhibit 4e	Section 2.2 pdf 195 of 341	What design standards dictate downstream dam failure? What loads should teams consider when doing this analysis?	Hydrology	No_Revision	SCDOT wants conservative bridge design with dam failure. No loads to be considered from hydraulic design. Model without downstream dam and perform both HEC-18 and USGS scour computations. Use most conservative scour for design.
11	Attach_A	Agreement	36 of 92	Builder's Risk insurance is required in "the amount of the Contract Price", which is incongruent with typical application of Builder's Risk insurance coverage. This amount of coverage would only be necessary if there was an event, or events, causing loss of practically the entire project. The exceptional unlikelihood of such occurrence(s) make this Builder's Risk limit impractical and adds significant cost to the project for no reason. Please consider revising the requirement to \$100 million.	Legal	No_Revision	SCDOT declines to make this revision.
12	Attach_A	Agreement	36 of 92	Pollution Liability coverage in the amount of \$1 million per occurrence and \$2 million aggregate is insufficient for the scope and volume of work being performed in open water. Please consider increasing the Pollution limits to \$2 million and \$4 million.	Legal	Revision	We will make this change.
13	Attach_A	Exhibit 4f	Section 1 pdf 198 of 341	Can SCDOT provide the Soil Support Value (SSV) for the project area?	Pavement	Revision	A supplementary pavement investigation will be completed in the near future and this information will be included in an updated pavement information package.
14	Attach_A	Exhibit 4f	Section 1 pdf 198 of 341	Can SCDOT provide the I-95 northbound and southbound outside shoulder pavement structure for the approaches, or if that is not available, obtain the necessary borings in the shoulders and provide the data to the teams?	Pavement	Revision	A supplementary pavement investigation will be completed in the near future and this information will be included in an updated pavement information package.
15	Attach_A	Exhibit_4c	Section 2.3 pdf 179 of 341	Please clarify which is required for Mainline Interstate Temporary Pavement. Do teams to use the IRI Performance Requirement, or the prescriptive pavement listed in Option 1?	Pavement	Revision	The provided temporary pavement design will not include performance requirements but initial ride requirements will need to be met.
16	Attach_A	Exhibit_4c	1	Project limits for new location, widening, and rehabilitation are not clearly defined for the roadway leading up to, between, and beyond the bridges. Is any part of the roadway outside the bridge limits required to be widened to account for the future 3rd lane in each direction?	Pavement	Revision	A clarification will be provided for paving limits and requirements.
17	Attach_A	Exhibit_4c	2	Section 2.3 - Temporary Pavement list Option 1. Is there an Option 2?	Pavement	Revision	A supplementary pavement investigation will be completed in the near future and this information will be included in an updated pavement information package. Based off of the results of that information a revision may be completed to include an additional option.
18	Attach_A	Exhibit 5		Please provide direction on how to handle patching of composite pavements (asphalt over concrete) within the project limits. Additionally, please provide a unit rate and anticipate quantity for composite pavement patching.	Pavement	No_Revision	We do not anticipate any A supplementary pavement investigation will be completed in the near future and this information will be included in an updated pavement information package. Based off of the results of that information a revision may be completed to include an additional option.



19	Attach_A	Exhibit_4c	2.4	The pedestrian pathway pavement (existing location) section states "Full Depth Patch as directed by RCE". Please provide information on the existing pavement structure and a unit rate and anticipated quantity for pedestrian pathway full depth patching.	Pavement	No_Revision	A supplementary pavement investigation will be completed in the near future and this information will be included in an updated pavement information package. Based off of the results of that information a revision may be completed to include a composite patching quantity.
20	RFP	3	Section 3.9 pdf 16 of 341	Could maximum number of formal ATCs be raised from 10 to 15?	PM	Revision	Will update to the 15 FATCs
21	Attach_A	Exhibit_4b	Section 2.1.5 pdf 165 of 341	Can the 8-ft utility window and 14-ft shared use path space be utilized for MOT staging during construction?	PM	No_Revision	Vehicular travel lanes are required a grooved surface finish. This area is to have a broomed finished in accordance with the RFP. Vehicular travel will not be allowed on a broomed surface finish.
22	Attach_A	Exhibit 7	Section 1 pdf 341 of 341	Will the waterline be installed by others? Will it be constructed after the bridge construction is complete?	PM	No_Revision	Waterline will be installed by others. It will be constructed after the bridge construction is complete.
23	RFP	3	15 of 46	Section 3.10 Highway Safety Analysis states that any permanent alignment shifts are required to be equal to or better than the existing alignment and the analysis be submitted with Preliminary ATCs. Please confirm that a shift in the existing alignment does not require an ATC. If teams determine that an alternate shift in alignment is more advantageous after the Preliminary ATC submittal date, can the teams submit the new analysis for review and approval? When will the approval or denial be provided?	PM	Revision	A revision will be made to require all changes to permanent alignment that a team is considering must be submitted as ATCs and follow the ATC process. They will be reviewed and approved when we respond to ATCs.
24	RFP	5	26,27 of 46	In Section 5.3, page 26 of 46, the technical score narrative states the technical proposal narrative will be scored at 40 points and conceptual plans will be scored at 70 points out of 100. The table on page 27 of 46 scores the concept plans to add to 60 points.	PM	Revision	Correct, it is 60 points.
25	RFP	3	9 of 46	Please consider increasing the number of Preliminary ATCs allowed to 25.	PM	Revision	Will update to the 25 PATCs
26	RFP	3	11 of 46	Please consider increasing the number of Formal ATCs allowed to 15.	PM	Revision	Will update to the 15 FATCs
27	RFP	3	8 of 46	Please refine RFP Section 3.8 based on this project not having an identified preferred alternative. The section outlining "If the environmental determination for the Project identified a preferred alternative:" should be removed to reduce confusion.	PM	Revision	Will revise this section to remove this language.
28	RFP	5	27 of 46	Please provide guidance for Quality Credit Points similar to other recent projects to define what items SCDOT values most and the quality points associated with these items.	PM	No_Revision	We provided the items that SCDOT values in Section 4.1, Item 2. Quality points will not be specified for each of the items.
29	Attach_B	Environmental	File 3	Can SCDOT provide the Sonar data that is represented in CE sheets 1170-1176?	PM	No_Revision	Need some additional clarification of what is needed. We have provided the images and report describing what was shown in those images.
30	Attach_A	Exhibit 4d_Pt 2	2.2	Lane closure restrictions section of the RFP doesn't cover restrictions on existing pedestrian and bike trail. Please indicate if existing trail can be closed and or flagged for any period of time.	PM	Revision	Will make a revision to maintain access the the existing trail at all times.
31	Attach_A	Exhibit_3	1	Page 1 of the exhibit 3 discusses removal and disposal of the old US 301. Please provide horizontal and vertical demolition limits (station to station) for the existing mainline and relief US 301 bridge (trail).	PM	Revision	We will provide some additional limit information in Exhibit 5-Exhibit 3.
32	Attach_A	Exhibit_3	1	Please confirm that demolition of existing foundations adjacent to the US 301 bridge are not part of this contract.	PM	Revision	They are a part of the contract and we will provide some additional limit information in Exhibit 5-clarify in the project scope.
33				Can either of the rest areas adjacent to the project be closed for any duration of time during construction?	PM	Revision	We are going to revise RFP requirements to say that they must remain open. If requesting a closure it needs to be done through an ATC and backup documentation to justify the closure.



34	RFP	3	9 of 46	Section 3.8.2 Confidential Preliminary ATC Meeting, indicates that SCDOT will offer said meeting, "...at the request of the Proposer." This paragraph further indicates that the request shall be made by the date specified in the Milestone Schedule. However, the Milestone Schedule does not appear to list a deadline for the request. Is there a deadline by which Proposers must formally request this meeting? Or shall a Proposer's submission of a Preliminary ATC Package be considered a request for the meeting?	PM	Revision	Date will be specified in the Milestone Schedule.
35				Please provide details of the downstream lock repair and the impacts this may cause to the lake water level during the anticipated construction timeframe.	PM	No_Revision	SCDOT is not aware of any downstream lock repairs that will have an impact on the project.
36	RFP	8	38 of 46	In the milestone schedule, open forum meetings are not listed for response to non-confidential questions submitted on April 9, May 7, and June 19. Please provide dates for open forum meetings.	PM	No_Revision	For the rounds after Final RFP we do not set the dates for those meetings in the milestone schedule. We respond within 10 business days and hold and open forum meeting if we think one is necessary. Most likely we will have one, but generally they are quick and we can do in 30 to 45 minutes since you have reviewed our responses.
37	RFP	3	16 of 46	Please consider increasing the stipend amount to \$900,000, in consideration of the overall anticipated value of the project and the decision to not select a preferred alternative. Extensive time and effort is necessary to explore alternative alignments and concepts, and analyze the potential need for ATCs to implement those alternatives, in addition to the typical ATC process for large projects.	PM	No_Revision	Stipend amount was set in accordance with SCDOT's process to account for the size and complexity of the project. Not adjustment will be made.
38	Attach_A	Exhibit_4a	Section 2.4 pdf 157 of 341	What are the median widths required for the relief and main bridges?	Roadway	Revision	Median widths shall accomodate future lanes described throughout Exhibits 3 and 4. Exhibit 4a revised to clarify median barrier extension off of bridge until full median width is achieved.
39	Attach_B	Structures	2. Revisions to SCDOT Seismic Design Specifications for Highway Bridges, Table 7.1	The note below table 7.1 says to delete the table to replace with "Note: Analysis for FEE not required for OC III bridges". This appears to be a mistake. Please clarify.	Structures	Revision	The sentence saying to delete the table should go before the table shown, which replaces the table in the SDS.
40	Attach_A	Exhibit_4b	Section 2.1.21 pdf 171 of 341	Are teams required to avoid existing foundations with their proposed substructures? If so, is there a minimum offset distance?	Structures	Revision	Yes, avoidance of existing foundations will be required, but a minimum offset distance will not be specified.
41	Attach_A	Exhibit_4b	Section 2.1.21 pdf 171 of 341	Please provide elevation for mean lake low water level.	Structures	Revision	Design low water elevation will be provided in Exhibit 4e.



42	Attach_A	Exhibit_4b	Section 2.1.3 pdf 163 of 341	Will teams be allowed to conduct their own vessel collision studies and revise the vessel collision loads?	Structures	No_Revision	No to conducting a separate collision study. If a team wants to select a different loading condition presented on page 5 of the vessel collision memo, based on a team's proposed span arrangement, this would be considered as an ATC.
43	Attach_B	Structures	2. Revisions to SCDOT Seismic Design Specifications for Highway Bridges, Section 6.4	DM0111 sets the top of drilled shafts at 5-ft above the waterline with elevations from bent to bent being at the same elevation. The vertical profile on the bridge will produce some bents where the distance between the top of shaft and the bottom of cap will leave short columns resulting in design being controlled by high seismic shear. Extending the drilled shaft to the bottom of cap in this situation, will result in plastic hinging in the drilled shafts to occur above ground. In these instances, will SCDOT allow plastic hinging to form below ground?	Structures	No_Revision	One design approach to avoid this situation is to design certain bents, including columns & shafts, to remain elastic so that plastic hinges do not form. If this is not possible during final seismic design, SCDOT will consider allowing a limited amount of drilled shaft plastic hinging below ground, provided all other performance requirements are met. Above ground plastic hinging in drilled shafts, accounted for in the seismic design, is acceptable. SCDOT will not allow below ground plastic hinging of drilled shafts on this project.
44	Attach_A	Exhibit_4b	Section 2.1.3 pdf 163 of 341	The 3rd bullet from the last in this section indicates a vessel collision force of 1,245 kip for the two closest bents on each side of the proposed clearance envelope. The vessel collision memo in the provided information indicate longer spans over the proposed channel would indicate lower force requirements. Is a vessel impact analysis required for any span arrangement which differs from the span arrangement in the information provided or are the 1,245 kip and 275kip loads required irregardless of the span length proposed over the navigation span and corresponding approach span lengths?	Structures	No_Revision	The 1,245 kip force for two bents on each side of the clearance envelope and 275 kip for everywhere else are required regardless of span length. This combination blankets all of the span arrangement scenarios presented in the memo. If a team wants to select a different loading condition presented on page 5 of the vessel collision memo, based on a team's proposed span arrangement, this would be considered as an ATC.
45	Attach_A	Exhibit_4b	Section 2.1.5 pdf 165 of 341	RFP states "For the relief bridge(s), provide sufficient width on the bridge for four thru-lanes in each direction on I-95...", however Attachment B, structures, Item 1, Bridge Typical Sections, shows only three lanes. Please clarify.	Structures	Revision	The requirement for four lanes will be revised to three lanes for the relief bridges. The requirement to maintain the current thru-lanes at their existing horizontal location will remain. Additional deck width for maintenance of traffic is anticipated at the relief bridge(s).
46	Attach_A	Exhibit_4b	4	Section 2.1.5 of Exhibit 4b requires the relief bridge to provide sufficient width on the bridge for four thru-lanes in each direction on I-95. The Bridge Typical Sections document located in Attachment B - Structures reflects bridge widths for the relief bridge that do not meet this criteria. Please confirm which is correct.	Structures	Revision	The requirement for four lanes will be revised to three lanes for the relief bridges. The requirement to maintain the current thru-lanes at their existing horizontal location will remain. Additional deck width for maintenance of traffic is anticipated at the relief bridge(s).
47	Attach_A	Exhibit_4b	2	Please identify the direction(s) that the vessel collision force should be applied.	Structures	No_Revision	The application of the collision force is dictated by AASHTO LRFD BDS article 3.14.14.
48	PIP	Structures	SIA	SIA report included with project information package indicates that there are existing navigational controls on the existing bridges. What navigational aids will be required for the new structure(s)? Has USCG provided input on this?	Structures	No_Revision	Yes - we requested an exemption from navigational lighting from USCG for this bridge and received concurrence that lighting is not required at this time. The existing navigational lights are not functional. Nighttime traffic on the lake is minimal.
49	Attach_A	Exhibit_4b	2.1.10	Additional barriers were added by addition of Utility Window, please clarify which concrete barriers receive Final Finish coatings.	Structures	Revision	Per 2.1.10, all concrete "median" barriers require final finish coating. The two barriers adjacent to the utility window are defined as median barriers in 2.1.14.
50	Attach_A	Exhibit_4b	2.1.10	Concrete barrier extends off the bridge along the shared use path, dose the barrier get Final Finish Coating? On both sides or one side?	Structures	Revision	Yes. All exposed concrete surfaces of median barriers extending off of the bridge shall be coated. This will be clarified in Exhibit 4b Section 2.3
51	Attach_A	Agreement	XII	Standard Specifications 202.3.2 state: "Remove the substructures of existing structures within the stream down to the natural stream bottom." Does department have USGC concurrence for the limits of substructure removal for all existing bridges on the project?	Structures	Revision	We have coordinated with USCG and will require removal of footings and foundation seals from the existing bridges in their entirety. Piles shall be cut off 2-feet below the mudline.



52	PIP			Please provide load rating reports for all structures to be demolished within the project limits.	Structures	No_Revision	The existing I-95 bridges over Lake Marion are critical security bridges. Consultants must submit Engineering Directive 18 information request forms to obtain existing bridge plans and load rating files for this project. Please submit ED-18 forms and a list of personell that will be using the information. Notify the OAD project point of contact when the form is submitted to SCDOT Bridge Management Office.
53	Attach_A	Exhibit_4b	2.2.21	What is mean lake low water level?	Structures	Revision	We will provide a design low water elevation in Exhibit 4e.
54	Attach_A	Exhibit 4d_Pt 2	Section 2.6 pdf 187 of 341	Please provide Design Speed for Interstate Ramps.	Traffic	No_Revision	Maintain existing throughout project or as indicated by existing signage.
55	Attach_A	Exhibit 4d_Pt 2	Section 2.6 pdf 187 of 341	What will the posted speed limit in the workzone be during construction?	Traffic	No_Revision	All workzone design elements must meet the posted speed limit prior to construction, in this case 70 mph.
56	Attach_A	Exhibit 4d_Pt 2		Are teams required to keep Rest Area south of the Main Bridge open during construction?	Traffic	Revision	Requirement will be added to say that rest areas are required to be open. If requesting a closure it needs to be done through an ATC and backup documentation to justify the closure.
57	Attach_A	Exhibit 7	Section 1 pdf 341 of 341	Can SCDOT provide information on the electrical transmission line crossing Lake Marion, specifically the height of the lines above full pool?	Utilities	Revision	SCDOT will provide this information when recieved from Duke Energy.
58	Attach_A	Exhibit 4d_Pt 3	1	Section 2 states a "ITS Fiber Sever Location" map is provided in Attachment B. Please provide the file in Attachment B.	Utilities	Revision	This will be provided.
59	Attach_A	Exhibit 7	1	Please provide a status update and estimate when in-contract utility information will be provided. Including but not limited to: design & construction criteria, specifications, pre-approved engineers/contractors, special provisions, studies, bridge attachment documentation, details, etc.	Utilities	Revision	This will be provided once complete.
60	Attach_A	Exhibit 4d_Pt 2	2	Exhibit 4d.2 directs proposers to dispose of ITS components in accordance with Exhibit 5. The requirement is not in Exhibit 5.	Utilities	Revision	This will be added.
61	Attach_A	Agreement	VII	Please provide a status update, expected deliverables, and date when additional utility information will be provided (SUE, preliminary report, etc.)	Utilities	Revision	This will be provided.



**NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS
I-95 over Lake Marion - Project ID P041130 - Clarendon and Orangeburg Counties**

RFP for Industry Review Additional

Date Received: 02/12/2025 - 02/14/2025

Non-Confidential Meeting Date: 2/11/2025

Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	Response	Explanation
1	Attach_A	Exhibit_4a		Design criteria for ramps are not defined. What criteria is necessary for acceleration lengths and superelevation rates (speed, emax, etc.) necessary for the rest area ramp that may be impacted by design?	DM	Revision	Exhibit 4a will be expanded to include ramp criteria for the welcome center/rest area.
2	Attach_A	Exhibit 4e	Section 2.2 pdf 195 of 341	Please provide a DTM or similar application based on the bathymetric survey used and referenced in the scope and Hydro 2-D analysis.	Hydrology	No_Revision	DTM provided in the Survey file and 2D model for hydro analysis was provided in the 2D model file.
3	RFP	3	Section 3.8.1 pdf 14 of 341	The RFP only allows for a single 11" x 17" attachment for Preliminary ATCs. The response to Question 23 in Round 1 of Non-Confidential Questions indicated that all changes to permanent alignments must be submitted through the ATC process. Given the size of this project, will the department allow roll plots for any Preliminary ATC involving alignment shifts?	PM	Revision	Revised to allow Roll Plot if you are doing an alignment shift. This can be provided with the Preliminary ATC.
4	RFP	3	Section 3.14 pdf 21 of 341	As a follow up to the response to Question 37 in Round 1 of the Non-Confidential Questions, we request that SCDOT re-evaluate the project's size, complexity, and estimate in order to provide an increased stipend amount.	PM	Revision	Stipend calculation will be revisited and update to Stipend will be added to the next release of the RFP.



**NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS
I-95 over Lake Marion - Project ID P041130 - Clarendon and Orangeburg Counties**

RFP for Industry Review 2

Date Received: 3/21/2025

Non-Confidential Meeting Date: 04/02/2025

Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	Response	Explanation
1	Attach_A	Exhibit_4a	Page 3	Section 2.12 - Please provide project specific right of way requirements for bridge maintenance access.	PM	Revision	We will provided the required access for bridge maintenance. It will most likely be required to provide the 75' from the centerline of the NB and SB lanes and 75 from the bridge ends as a block out for access. This area shall be provided within the current ROW easement for the bridge.
2	PIP	Utilities	R2 Utility Report Page 25 of 26, PDF page 75 and 92	Secion 10.0 Special Provision in the Utility Report states "The Town of Santee owns and abandoned sewer outfall adjacent to the project. The exact location is unknown. The Contractor shall ensure that the integrity of this pipe is maintained during construction..." Is this a requirement of the contract and if so, please provide the location.	Utilities	No_Revision	What is required as a part of the contract is to coordinate with this utility company on this utility.
3	Attach_A	Exhibit 5	Page 80	Division 600: Removal Salvage and Disposal of ITS Equipment and Materials, Section 1.a. Removal and Salvage states "The items of major equipment to be salvaged are listed on the Plans." Have these "Plans" been provided?	Utilities	No_Revision	The items that would be salvaged will be identified on the plans that the teams would produce for the project.
4	Attach_A	Exhibit_4		Please confirm that lighting is not required along the new SUP on land or on bridges.	PM	No_Revision	Lighting is not required along the new SUP.
5	Attach_A	Agreement	Page 27	Section IV. A.1 states "The Proposer must identify the time required for the Construction Time of the Project on the Cost Proposal Bid Form. The Cost Proposal Bid Form does not have a line item to indicate the proposed Construction Time.	PM	Revision	Will remove the sentence that requires that on Bid Form.
6	Attach_A	Exhibit_4		Erosion of the current embankment adjacent to Lake Marion along the current Palmetto Trail causeway. Is rehabilitation of the existing causeway embankment included in the project scope of work? If so, please consider adding a quantity allowance and scope requirements in Exhibit 5.	Geotechnical	Revision	Will provide guidance for what to do on this embankment if used for the shared use path.
7	Attach_A	Exhibit 5	Section 202 Page 24	Section 202 requires demolition and removal of the existing seal slabs. Are these areas accounted for in the environmental open water impacts?	Environmental	No_Revision	No, it is not required to be accounted for in the impacts.
8	PIP	Geotechnical	1. Geotechnical Baseline Report	No SPT N-value measurements were taken after switching over to coring in the Limestone Formation. Based on adjacent borings, material may have been cored that would not result in spoon and tooling refusal. Please provide the decision process for when borings were cored vs. SPT within the limestone unit. Was there any discussion regarding SPTs between limestone core runs?	Geotechnical	Revision	During the field investigation, the goal was to core a significant amount of the limestone to perform unconfined compressive strength testing. This decision was made to try to define the potential variability in the limestone formation better than could be done with SPT testing alone. As such, materials that did not meet tooling refusal were cored and tested. To give the prospective design-build teams more data to evaluate their design options, roughly 25% of the borings drilled performed SPT testing through the limestone unit with no coring. The borings that did not have coring were spaced roughly evenly along the bridge alignment. Due to these specific exploration and testing decisions, no SPT sampling was conducted between sampling runs. The geotech reports will be revised to reflect the drilling and sampling approach.
9	Attach_A	Exhibit_4b	Page 11	Section 2.2.23 Slope Protection - Should slope protection for the existing causeway near the begin bridge be extended the bottom of the causeway that is submerged under normal pool conditions? The bottom of the causeway ties in approximately 20 feet below normal pool elevation.	Structures	Revision	New bridge end slopes will be required to be graded down to design-low-water elevation (72.0) and riprapped, at all bridge ends.



10	PIP	Hydraulics	1. Hydraulic Report - Page 410	Risk Assessment form as well as the report states the proposed conditions will exceed 1 foot of backwater when compared to that of natural conditions. Will a design exception for backwater be granted for this crossing?	Hydrology	Revision	Backwater shall be maintained or improved and it shall be demonstrated that the proposed hydraulic design results in no increase in the 1% AEP flood profile for published and unpublished cross sections to achieve "No Impact" criteria.
11	Attach_A	Exhibit_4a		Do the two existing crossovers on I-95 need to be retained, removed, or reconstructed if impacted by a shift in roadway alignment?	PM	Revision	We will provide the requirement for the crossovers. The plan is to remove them and not reinstall them after the project is complete. However, while the existing bridges are still being used, we need to accommodate an emergency vehicle turnaround at both ends of the bridge.
12	Attach_A	Exhibit 6	Page 5	Exhibit 6, page 5, requires an 8-hour window halting "in-water work". Please clarify which specific activities are precluded and considered "in-water work".	Environmental	No_Revision	In short, work within the water column. Anticipated activities would include but not be limited to setting/driving spuds, pile driving, shaft casing driving/installation, demolition of substructure elements within the water column. The intention of this commitment was to create an 8hr period for sturgeon to pass through or be in the area generally during nighttime hours.
13	PIP	Utilities	R2 Utility Report - PDF Page 62	Are the (2) PROPOSED FTC 1.5" CONDUITS shown on pages 62-64 of the Utility report part of the contract?	Utilities	No_Revision	No. This information is included in the PUR as it is what FTC provided to SCDOT during early utility coordination. No specific accommodation has been identified.
14	Attach_A	Exhibit_3	Page 11	Exhibit 3 has been updated to include removal of existing spans along existing pedestrian bridge. Please provide direction to proposers on how to handle existing billboards.	PM	No_Revision	Information will be provided when we have clear direction on the removal of the sign structures. The intent is to remove and dispose of the signs or return to owner.
15	RFP	8	Page 40	Please consider revising the Milestone Schedule to provide a minimum of two full business days between "Issue Final RFP" and "Submittal of Formal ATCs for Initial Review and Submittal of Confidential Questions". The Final RFP could result in changes to FATCs and/or result in Confidential Questions.	PM	No_Revision	There will be no change in the schedule. Since this is the first submittal of the ATCs, we have an opportunity to make updates and resubmit them in the second round of Final ATCs. Also, in accordance with section 3.11.8.d of the RFP Instructions, it is the responsibility of the teams to request to add additional variances to ATCs based on any revisions SCDOT makes to the RFP Requirements for Addendums.
16	Attach_A	Agreement		It does not appear the contract contains a mutual waiver of consequential damages. Such a waiver would benefit both SCDOT and Contractor as each would not be entitled to seek consequential damages from the other. Further, including such a waiver may allow Contractor to provide more efficient and competitive pricing, which may result in a better value for SCDOT. Contractor requests such a waiver be added and proposes the following language (or similar language to the same effect) be added to the contract: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE CONTRACT DOCUMENTS, NEITHER SCDOT NOR CONTRACTOR SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, TREBLE, SPECIAL, PUNITIVE OR SIMILAR DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR BREACH OF CONTRACT OR WARRANTY, EVEN IF SUCH PARTY IS ADVISED OF THEIR POSSIBILITY. Also, we would like to note that a waiver has previously been accepted on CCR Ph3 which states that neither party shall be liable to the other for punitive damages or indirect or incidental consequential damages, whether arising out of breach of this Agreement, tort or any theory of liability.	Legal	No_Revision	
17	Attach_A	Agreement		It does not appear the contract contains an overall limitation on Contractor's liability. Including such a limitation may allow Contractor to provide more efficient and competitive pricing, which may result in a better value for SCDOT. We note that there is a precedence for setting a Limit of Liability on previous SCDOT design building projects and Contractor requests such a limitation be added in a reasonable amount to be negotiated.	Legal	No_Revision	



18	Attach_A	Agreement	Page 30	It does not appear the contract contains a cap on liquidated damages. Including such a limitation may allow Contractor to provide more efficient and competitive pricing as it will know the outer limit of its delay-related exposure, which may result in a better value for SCDOT. Contractor requests such a limitation be added in a reasonable amount to be negotiated.	Legal	No_Revision	
19	Attach_A	Agreement	Page 58	Together Articles XV(A)(2 & 5) state... "CONTRACTOR further warrants the performance of all bridge components on all structures for three years from Final Completion of the Project. If a component fails to perform properly for any reason, including but not limited to normal wear and tear, the CONTRACTOR shall replace the failed component at no cost to SCDOT...These warranties are in addition to all warranties implied by law." Please delete the bridge components warranty set forth at Article XV(A)(2) as the other warranties that remain are sufficient to protect SCDOT's interests. Please also delete Article XV(A)(5) and replace it with language making clear that the only warranties given by Contractor are the express ones set forth in the contract.	Legal	No_Revision	
20	Attach_A	Agreement		Please modify the contract to allow for price and schedule relief for impacts/delays caused by permitting agencies, governmental action or inaction, utilities, railroads, and other third parties beyond Contractor's reasonable control. While in some instances, these same parties may also be beyond SCDOT's control, either Contractor or SCDOT must shoulder the risk of such parties impacting the project. If SCDOT takes this risk, SCDOT will only pay for these impacts if they happen (via equitable adjustments to the Contract Price), whereas if Contractor takes these risks, SCDOT will be paying for these impacts regardless of whether they materialize (via increased contingency pricing). Germaine to this specific issue, our team has become aware of a planned closure of the locks and a corresponding significant drawdown of Lake Marion, with both an unknown start date and scheduled duration that creates an unknowable level of risk to the project. Under the current provisions, both Contractors submitting a proposal are forced to attempt to account for this unknown risk, likely resulting in significant costs to SCDOT. Further to this specific issue, Section VII.A.3. states that, "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 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." As written, only time is available in the event of non-cooperation by the utilities, and it is unclear as to what the Contractor can do if the Utility Company is not cooperating, even with SCDOT's assistance. Again, both Contractors submitting a proposal are forced to attempt to account for this unknown risk, likely resulting in significant costs to SCDOT.	Legal	No_Revision	Would like to know more about the information you have on the closure of the locks. SCDOT's coordination with Santee Cooper did not reveal a project that they were expecting to lower the water levels in Lake Marion below normal yearly levels.



21	Attach_A	Agreement	Page 3	<p>Article III(B)(1)(d) states...“When expressly permitted hereunder, only to the extent so permitted, and except as otherwise expressly stated with respect to an aspect of the work (or basis for a change to the Contract Price), the Contract Price may be added to or deducted from as a result of any of the following...(d) Intentional or bad faith acts or omissions by SCDOT that unreasonably interfere with CONTRACTOR’s performance and cause delay of work on the critical path of the Project...”</p> <p>Please delete the phrase “intentional or bad faith” as well as the term “unreasonable” from Article III(B)(1)(d). Please also change “and” to “or” in that same provision. These changes will more equitably define Contractor’s entitlement to compensation in the event of a delay caused by SCDOT</p>	Legal	No_Revision	
22	Attach_A	Agreement		To promote a more equitable balance of risk, please modify Contractor’s indemnity obligations throughout to include only third-party claims to the extent such are caused by Contractor’s negligence.	Legal	No_Revision	
23	Attach_A	Agreement	Page 52	<p>To promote a more equitable balance of risk, please modify the differing site condition (DSC) regime as follows:</p> <ul style="list-style-type: none"> • Delete the limitations on SCDOT’s responsibility for Type 1 and Type 2 conditions in Article XIII(A) and (B) as Contractor should instead be afforded comprehensive DSC relief in accordance with industry standards; • Delete “unanticipated utilities” from Article XIII(A)(2) as Contractor should be entitled to cost and schedule relief in the event it encounters unknown or unanticipated utilities; • Delete the first and last sentences of Article XIII(A)(3); • Delete Article XIII(C)(2)(d) as concurrent delay should not foreclose schedule relief; and • Delete Article XIII(E)(6). 	Legal	No_Revision	
24	Attach_A	Agreement	Page 57	<p>Article XIV(14) states, “.....Any expense attributable to such occurrence of a Force Majeure Event shall not entitle CONTRACTOR to an adjustment in the Contract Price, as it is the Parties’ intent that these events will be compensated under the Contractor’s appropriate insurance policy. The duration of delay to the critical path identified in the current accepted CPM Schedule directly caused by a Force Majeure Event shall be added to the Contract Time.”</p> <p>We note that in previous SCDOT DB contracts, SCDOT has allowed for adjustments to the Contract Price in the event that a FM event causes a “substantial price escalation of materials, commodities, or supplies.” Contractor requests that such a similar avenue for adjustment be included in this contract.</p>	Legal	No_Revision	
25	Attach_A	Agreement	Page 23	Article III.B states that the Contract Price may be added to or deducted from as a result of a “Change” of “Force Account Directive”. At present, there is no provision requiring Notice to Surety of any changes above a certain threshold. We request that the contract include a percentage cap on changes above which a notice to surety is required.	Legal	No_Revision	
26	Attach_B	Environmental	3. Approved CE Pages 16 and 827	Referenced pages show open water impact acreage. Please provide breakdown of how these impacts were calculated and where they are located. Also, were removal of existing foundations and installation of proposed foundations included in these calculations?	Environmental	Revision	We will provide what was used to calculate the impacts in the environmental document and this will be in the PIP. No, these impacts were not included in our calculations.
27	PIP	Hydraulics	1. Hydraulic Report - Page 33	Will SCDOT accept the USGS Scour Envelope Curves for this project even though the Drainage Areas are outside the applicable range? The results from the PIP for HEC-18 and USGS produce drastically different Scour depths. SCDOT please provide clarification on which scour methodologies should be used.	Hydrology	Revision	Yes. USGS Scour Envelope curves will be accepted. Exhibit 4e will be revised to clarify scour criteria. Bridge foundation shall be designed to withstand downstream dam failure as stated in Exhibit 4 e 2.2.

