

NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS
Carolina Crossroads Phase 3—I-20/26/126 System Interchanges Design-Build Project - Project ID P039720 - Richland and Lexington Counties

RFP FOR INDUSTRY REVIEW #1

Date Posted: 6/8/2023

Non-Confidential Meeting Date: 5/18/2023

							SCDOT	
Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	Response	Explanation	
1	RFP	3	12	3.9: SCDOT has listed that a maximum of 40 traffic analysis formal ATCs may be submitted for consideration, however there is no current cap on non-traffic analysis related formal ATCs. Is it the SCDOT's intent that there be a maximum of 40 formal ATCs, other than the 2 interchange ATCs that are allowed within section 3.10?	DM	Revision	Section 3.9 has been revised to clarify the number of FATCs and Interchange FATCs that may be submitted.	
2	RFP	3	12	At the beginning of paragraph 3 in section 3.9.1 it starts with "Armal". This appears to be a typo. Would the SCDOT please update for the correct wording.	PM	Revision	Language updated from "Armal" to "All Formal".	
3	RFP	3	17	3.10.5: It appears that the beginning of the paragraph in section 3.10.5 is missing. Would the SCDOT please update for the correct wording.	DM	Revision	Language added at the beginning of section 3.10.5.	
4	Agreement_and_TPs	Agreement	46	Please strike "free from Defects" from this section. Professional liability insurance coverage cannot be obtained for Design Work and Design Documents that must be "free from Defects."	Legal	Revision	Revisions made to design build agreement per this comment. Design work to be per Good Industry Practice while construction to be 'free from defects'.	
5	RFP	3	15	Would the SCDOT consider rewording for section 3.9.6 to limit the abandonment of ATCs due to non-approval by a "required third-party" to be specific to a utility, railroad or government third-party only?	Other	No_Revision	SCDOT will not limit third parties to Railroads, Utilities or Governmental Entities.	
6	Agreement_and_TPs	Agreement	10	There is an inconsistency in the maintenance services section dates. Section 2.2.2 says it starts at NTP 1 however section 6.11 says it starts at NTP 2. Please clarify.	Maintenance	Revision	Revisions made to Section 2.2.2 of Agreement.	
7	Agreement_and_TPs	Agreement	24	Section 4.2.3 references Relief Events under certain clauses, however Article 14 (Q) is not included in the draft agreement, please provide	Other	Revision	Revisions made to the contract documents per this comment. Clause q has been added to the Relief Event term in Exhibit 1 and list of applicable clauses in section 4.2.3 updated accordingly.	



8	Agreement_and_TPs	Agreement	24	Section 4.3.2 (b) and (c) require the Design-Builder to be responsible for all Government Approvals in connection to "Contractors schematic design, final design, the project, the project ROW or the Work". We request that the responsibility for Government Approvals associated with "the project, project ROW or the Work" be the responsibility of the SCDOT due to the Contractors limited interaction with those during the original process. In addition, SCDOT is in a position to be able to exert more leverage and influence associated with these approvals.	Other	No_Revision	No revision made to contract documents. Provision is intended to disincentivize proposals to exceed Schematic ROW.
9	Agreement_and_TPs	Agreement	49	Section 6.5.2 states that the only remedy for "interference or being hindered" by "other contractors" is to seek recourse directly. We request revised wording to include recourse through the SCDOT for interference by other contractors when those other contractors are working on SCDOT projects. Due to the proximity of this project to Phase 1 and 2 for CCR and hold-off areas there is a risk that hindering by other contractors may be a possibility.	Other	Revision	Revisions made to Section 6.5.2 per comment.
10	Agreement_and_TPs	Agreement	57	Section 6.8.6.2 seems to conflict with relief events contained within Article 14 in regards to hazardous materials. Design Builder request clarification on this section and determination as to which clause governs.	Other	Revision	Section 6.8.6.2 and Exhibit 1
11	Agreement_and_TPs	Agreement	58	Section 6.10 - We request "or any other persons" be removed from this section as this opens the Contractor up to providing site security to anyone who is within the project limits for the duration of the contract.	Other	No_Revision	No revision made to contract documents "or any other Person" would govern Additional Areas or other contractor-controlled sites like laydown yards outside project area.
12	Agreement_and_TPs	Agreement	67	Section 7.11.2 requires the Contractor to cover all costs associated with "preparing, implementing and achieving the recovery schedule" without a change in the contract price. This conflicts with defined relief events in Article 14. We request a carve out for relief events in this provision to protect the Contractor from unreasonable risk for acceleration.	Construction	Revision	Revision made in section 7.11.1 to address this comment.
13	Agreement_and_TPs	Agreement	77	Section 9.7.2.2 - We request the proposed liquidated damages for key personnel be included in the RFP Draft 2 so that we may provide comments.	Other	Revision	Revisions made to contract documents, however, SCDOT will look for the Proposers to input applicable LDs for key personnel within an Exhibit to the agreement
14	Agreement_and_TPs	Agreement	102	Section 13.2.3.2 (a) (ii) requires an unconditional waiver of claims be provided by contractor and each subcontractor within 2 months of a submitted pay request. We request this be removed or changed to a conditional waiver as many companies will not sign an unconditional waiver if there are outstanding changes that have not been agreed upon at that time.	Other	Revision	Revisions made to contract documents per comment. Language revised in section 13.2.3.2 (b) (ii).



15	Agreement_and_TPs	Agreement	115	Section 14.2.2 Will the SCDOT confirm that the IQF is considered a direct cost to the project and not overhead for the calculation of delay costs.	Construction	No_Revision	The IQF would be considered a direct cost in the calculation of delay costs.
16	Agreement_and_TPs	TP-111	1	Table 111-1: Listing of Third-Party Agreements is blank. These Agreements will contain information critical to the production of ATCs, Technical and Cost Proposal. Proper allocation of risk within these Agreements is also critical. If draft Agreements exists, obtaining DB Bidder feedback on the draft Agreements can help to ensure risk associated with the agreement can be mitigated/properly allocated - before the Agreement is executed. Please provide any available agreements.	PM	Revision	Revisions made to the contract documents - 111 has been updated. SCDOT to provide copies of municipal agreements with the Cities of Columbia and West Columbia, CSX RR Agreement, and templates of the wet and dry MOAs. Copies of the final utility MOAs to be provided to Proposers in an addenda after execution with the individual utilities. Municipal Agreements and CSX RR Agreement to be provided in Technical Provision Attachments; wet and dry MOA templates to be provided as PIP documents.
17	Agreement_and_TPs	Agreement	129	Section 16.3.1 - We request the force account language be added to RFP Draft 2 for review in relation to the cost for Railroad coordination and reviews.	Other	No_Revision	No revisions made to contract documents.
18	Agreement_and_TPs	Agreement	146	Section 19.7.1.5 - Will the SCDOT provide the proposed cap on liquidated damages for review?	Other	Revision	Section 19.7.1.5 has been removed from the design-build agreement.
19	Agreement_and_TPs	Agreement	85	The RFP mentions two insurance exhibits, 7 and 12, however they are missing from the draft RFP. Would the SCDOT please include these in the RFP Draft 2 for review?	Other	Revision	All References to Exhibit 12 revised to Exhibit 7 to reflect the insurance requirements. Exhibit 7 has been updated and provided with addendum #1.
20	Agreement_and_TPs	Agreement	85	Article 11.1.6 allows for the use of corporate insurance programs, provided they have Project-specific limits. Contractors' corporate insurance program provides project-specific per occurrence and general aggregate limits per the industry standard ISO form CG 25 04. ISO form CG 25 03 doe not provide project specific completed operations limits of liability. Please confirm that inclusion of the CG 25 03 on Contractor's corporate insurance will satisfy this requirement.	Other	No_Revision	The form suggested is acceptable. Refer to Exhibit 7 for insurance requirements.
21	Agreement_and_TPs	Agreement	90	Article 11.1.20 states that SCDOT may elect to provide the builder's risk, and that the Contractor must submit the cost of their builder's risk premium for comparison. A comparison of premiums alone is not an accurate method to determine the best party for securing the builder's risk coverage. If SCDOT does elect to provide the builder's risk insurance, we request that the policy include the same limits, sublimits, terms, conditions and deductibles as the Contractor quoted policy and that the Contractor be entitled to a full review of policy in advance of placement.	Other	Revision	Revisions have been made to the design-build agreement to reflect that the Contractor is responsible for obtaining builders risk insurance.
22	Agreement_and_TPs	Agreement	82	Our surety, Travelers, has expressed concern over the proposed bond forms included in the RFP as they are not SCDOT's typical bond forms. Would the SCDOT consider using either (1) the standard SCDOT bond form, (2) AIA 312 industry bond form, or (3) negotiate a mutually agreeable bond form?	Other	Revision	Bond forms have been updated in the Final RFP - see Exhibits 6-1 & 6-2.



23	Agreement_and_TPs	TP-110	20	Section 110.5.6.2, Starting on Line 39, please strike: "Contractor shall be responsible for all costs and schedule impacts for all Governmental Entities' requirements." Governmental Entity requirements should be subject to all Article 14 Relief Event provisions.	Other	No_Revision	No revision made to contract documents. It is the Contractor's responsibility to obtain all permits, address any comments the entity may have and accept the schedule risk. The definition of "Relief Event" provides relief for certain events.
24	Agreement_and_TPs	TP-675	8	Line #11-12 "Preliminary Signal Plans shall be prepared for all temporary construction signals and any existing signals proposed for modification due to construction staging." appears to be misplaced because this subsection is for permanent signals not temporary signals. Contractor requests that this statement be removed or moved to 675.5.2 Temporary Construction Signal Plans and Signal Timings.	Traffic	Revision	Language moved to section 675.5.2 per comment.
25	RFP	3	17	Will SCDOT allow the Teams to request the Confidential Meetings and then at a later date, submit additional information to be reviewed during those meetings?	Other	No_Revision	No revision; however, SCDOT scheduled and held Confidential meetings with the Proposer on 2/1/23.
26	RFP	4	27	Will SCDOT allow the utilization of color within the conceptual plans? This will allow for a cleaner review of the traffic movements within the plans.	Other	No_Revision	No revision; Proposers should submit information in accordance with the RFP.
27	Agreement_and_TPs	TP-150	1	150.3 Drainage design has to accommodate (2) future tracks, on either side of the existing mainline. Can SDCOT provide the proposed layout of these tracks and CSXT criteria/coordination requirements?	Hydrology	No_Revision	TP Section 150.3 specifies that the future tracks are assumed to be constructed on either side of the existing mainline at 15-ft track centers and at the same elevation as the existing track. No further information is available at this time. See the Contract Documents for CSX criteria/coordination requirements.
28	Agreement_and_TPs	TP-200	9	200.3.1.11 K - Design shall account for future shared use path between toe of slope and riverbank (adjacent to Saluda River). Does our permit need to account for this future path?	Hydrology	No_Revision	Clearing and grading of the area for the future Shared Use Path is required and should be accounted for in the permit. Coordinate with SCDOT to confirm this is there desire.



29	Agreement_and_TPs	TP-714	13	714.3.3, Project will cross the "special flood hazard area" associated with Stoop Creek & Senn Branch. What are current time frames for Lexington & Richland County Floodplain Admin/FEMA CLOMR approvals?	Hydrology	No_Revision	Neither Lexington nor Richland County has designated a review period for CLOMR submittals. The Contractor is responsible for coordinating with the local Floodplain Administrators as part of the CLOMR development process.
30	RFP	4	26	Section 4.1.2: Has SCDOT defined any design exceptions in the MSA design and if so, will they provide a list of these exceptions as detailed on page 26 of 55 in the RFP (section 4.1.2 (g))?	Other	Revision	The text for eliminating design exceptions in section 4.1.2.g has been deleted. The Quality Credit score text and table in section 5.3 have been revised.
31	Agreement_and_TPs	Agreement	41	Exhibit 1 - In the definition of "Utility Adjustment Work," line 28, it includes "relinquishment of Existing Utility Property Interests." Does SCDOT have a legal document approved for use by the consultant to secure this relinquishment?	Utilities	No_Revision	No revision made to contract documents. SCDOT does not have a preexisting form for this situation. Contractor will need to have acceptable document created.
32	Agreement_and_TPs	TP-140	2	140.2.3 - Will SCDOT provide a list and/or copies of all utility encroachments issued since the completion of the CCR utility report?	Utilities	No_Revision	SCDOT will provide the utility encroachments permits (pending & issued) within PIP document 140-6 for the Phase 3 project area.
33	Agreement_and_TPs	TP-140	2	140.2.3 - Has SCDOT secured MOA's with all utility companies involved with in-contract relocations? If so, will these MOA's be provided?	Utilities	No_Revision	SCDOT is negotiating and finalizing MOA's with all utility companies involved with in-contract relocations.
34	Agreement_and_TPs	TP-711	4	711.3.3.6 - "Where required by design and construction, all temporary and permanent shoring submittals shall be reviewed and approved by the Lead Design Engineer and GEOR .." Under which circumstances do the Lead Design Engineer and GEOR not have to review temporary shoring?	Geotechnical	No_Revision	No circumstance would require the Lead Design Engineer and the GEOR to not review temporary shoring submittals.



35	Agreement_and_TPs	TP-711	6	Sections 711.4.2.1 and 711.4.2.2 require that the Geotechnical Engineer of Record include a certification statement that all criteria have been met in the As-Installed Driven Pile or As-Installed Drilled Shaft Foundation Packages. We understand that SCDOT's intent is for the GEOR to review the information provided by the Contractor and certify that the information as provided meets the foundation design criteria. We also understand that SCDOT's intent is NOT for the GEOR (or their representative) to be present during the foundation construction to certify that the production logs accurately reflect the installed foundation elements. Is our understanding of SCDOT's intent correct?	Geotechnical	No_Revision	Yes.
36	Agreement_and_TPs	Agreement	37	There are 7 reference sections that do not exist within the RFP (5.10.2.1, 5.10.4.7, 5.10.2.4, 5.10.5.1, 5.10.6, 5.10.2.5, 5.10.2.6). Will the SCDOT please provide for review?	Utilities	Revision	Section references have been revised accordingly.
37	Agreement_and_TPs	Agreement	42	There are reference sections that do not exist within the RFP (5.10.7.1, 5.10.7.2). Will the SCDOT please provide for review?	Utilities	Revision	Section references have been revised accordingly.
38	RFP	3	10	Will SCDOT be setting up a ProjectWise folder for confidential traffic analysis for confidential ATC and IMR meetings?	Other	No_Revision	Proposers should submit this information through their respective ProjectWise exchange folders.
39	Agreement_and_TPs	Agreement	87	Article 11.1.9.2 requires SCDOT's approval to determine the limits of coverage required by Subcontractors. On a project of this size and scope, seeking SCDOT's approval for Subcontractor insurance exceptions could present an administrative burden for all parties which has the potential to delay the execution of subcontracts. Will the SCDOT consider removing this requirement and allowing the Contractor to manage its Subcontractors per its typical business practice?	Other	Revision	Revisions have been made to the design-build agreement to remove the requirement of obtaining SCDOT's approval.
40	Agreement_and_TPs	Agreement	87	Article 11.1.9.3 requires the Contractor to cause each subcontractor to include SCDOT and the State of South Carolina as "additional primary named insured" under Subcontractor's general liability and excess liability policies instead of being an "additional primary insured". The difference between the two categories of insured are significant. Name insureds are tied to the first named insured by sharing owner and rights to pay premiums, cancel policies, administer changes to the policies, and indemnity and defense for the named insured's independent negligence. Additional insured's rights include indemnity and defense in the event of a covered claim and receiving notices of cancellation. For these reason, subcontractors will be unable to add SCDOT and the State of South Carolina as "additional primary named insureds". Will the SCDOT consider removing the word "named" from line 12 in this paragraph.	Other	Revision	Revisions have been made to the design-build agreement to remove 'primary named' from the language.



41	Agreement_and_TPs	Agreement	87	Article 11.1.10 (c) has the same language as Article 11.1.9.3. Due to the differences in "additional primary named insureds" and "additional named insureds", will the SCDOT consider removing the word "named" from line 39.	Other	Revision	Revisions have been made to the design-build agreement to remove 'primary named' from the language.
42	Agreement_and_TPs	Agreement	88	Article 11.1.11.1 requires each insurance policy be endorsed to provide notice of cancellation to SCDOT, Contractor and the Lead Subcontractor. Per ordinary practices, Contractors do not provide additional rights to downstream subcontractors on its corporate insurance policies. Will the SCDOT consider removing "lead subcontractor" from lines 10 and 11?	Other	Revision	Revisions have been made to the design-build agreement to remove 'Lead Subcontractor' from the language.
43	Agreement_and_TPs	Agreement	88	Article 11.1.11.4 states that all policies in place for this project shall have separate limits for costs of defense and cost of indemnification. Professional Liability insurers include the cost of defense and legal fees from their policy limits and do not amend this practice. Will the SCDOT make an exception for professional liability insurance for this requirement?	Other	Revision	Section 11.1.11.4 removed from the design-build agreement.
44	Agreement_and_TPs	Agreement	89	Article 11.1.151.1 has the same language as Article 11.1.9.3 and 11.1.10 (c) discussed previously due to the difference in "additional primary named insureds" and "additional primary insured". Will the SCDOT consider removing the word "named" from line 23?	Other	Revision	Revisions have been made to the design-build agreement to remove 'primary named' from the language.
45	Agreement_and_TPs	Agreement	89	Article 11.1.15.2 excludes benchmarking relief attributable to condition of the Project. It is our opinion that the Contractor should not be penalized if the conditions are outside of their control and were not reasonably foreseeable, such as an act of God or a third party. Will the SCDOT consider amending lines 38 and 39 to the following: "For the avoidance of doubt, no increase in insurance premiums attributable to conditions of the Project due to Contractor's breach of contract, negligence, recklessness, willful misconduct, fraud, or violation of law"?	Other	Revision	Revisions have been made to the design-build agreement per comment, but not to the extent as suggested in comment.
46	Agreement_and_TPs	Agreement	90	Article 11.1.15.4 appears to have a drafting error as the clause is confusing. Should the word "Contractor" be deleted between "coverage" and "with" in line 3?	Other	Revision	The word ' Contractor' has been removed as suggested.



47	Agreement_and_TPs	Agreement	92	Article 11.3.2 states that SCDOT will hold all insurance proceeds for any insured loss under such policies in a separate insurance proceeds account for the purposes of payment for the repairs of the Project. This is logical for builders' risk payments for repair and replacement costs to the extent of SCDOT's status as a loss payee for their insurable interest. However, Contractor's builders risk policy will also include Contractor's Continuing Expense (CCE) coverage for Contractor's time-related overhead due to a Project delay from a covered Builders' Risk claim to cover Contractor's indirect costs that are not covered as part of the repair or replacement of	Other	Revision	Section 11.3.2 has been removed from design-build agreement.
48	Agreement_and_TPs	Agreement	82	DBA article 10.1.1.2 (d) states that the \$10M Warranty Bond must be in a form acceptable to SCDOT. Please confirm the AIA A313-2020 Warranty Bond form will be acceptable.	Other	No_Revision	No revision made to contract documents. The form suggested by the proposer is acceptable.
49	Agreement_and_TPs	Agreement	93	Article 11.3.6 (a) states that in the case of loss or damage attributable to a Relief Event that is not required to be covered by a builders' risk policy, the Contractor shall bear the costs up to any applicable Claim Deductible. If there is no builders' risk coverage, there would be no applicable insurance deductible. Please clarify what Contractor's Claim Deductible amount would be for a loss not covered by builders' risk?	Other	Revision	Section 11.3.6 has been removed from design-build agreement.
50	Agreement_and_TPs	Agreement	116	Article 14.3 states that no insurance policy providing coverage for a relief event shall have a deductible that exceeds \$250,000 without SCDOT's written consent. Given the size of this project, the builders' risk policy deductible for flood, earthquake and named windstorm will certainly exceed \$250,000. A \$250,000 all-perils deductible may not be commercially available either. Will the SCDOT consider increasing the maximum deductible for Relief Events covered by builders' risk insurance to \$1,000,000 per occurrence?	Other	Revision	Section 14.3 revised to reflect deductible of \$1,000,000.00.
51	Agreement_and_TPs	TP-711	1	711.2.2 - Will boring and laboratory data from Phase 1 and Phase 2 of the Carolina Crossroads project currently under construction be provided? May this data be incorporated into the subsurface investigation for Phase 3 to meet requirements of GDM Chapter 4 and Section 711.3.1?	Geotechnical	Revision	Geotechnical boring and laboratory data from Phases 1 & 2 will be developed and provided as Technical Provision Attachments with release of Final RFP. The full geotech reports for Phases 1 & 2 will be provided as PIP documents.



52	Agreement_and_TPs	TP-711	2	711.3.3 - Will foundation load test data from Phases 1 and 2 be provided for our use?	Geotechnical	No_Revision	Foundation and load test data from Phases 1 and 2 will be compiled and provided to the Proposers with future RFP release and updated accordingly with RFP addenda (to be provided as PIP documents).
53	Agreement_and_TPs	TP-711	3	711.3.3.6 - The statement "Complex MSE walls, as depicted in FHWA-NHI-10-024, are not allowed" is unclear. Does this reference Chapter 6 – Design of MSE Walls with Complex Geometrics, or some other section? What specific complex MSE wall configurations are not allowed? Also, does this prohibition apply to temporary or MOT structures?	Geotechnical	Revision	The cited reference and chapter are correct. This requirement does not apply to temporary or MOT structures. The TP will be revised to reflect this statement. This restriction applies to all complex MSE types shown in the cited reference without an ATC.
54	Agreement_and_TPs	TP-711	4	711.3.3.9 - There is reference to multiple ADRS curves in this section, but only a single ADRS curve shown in Attachment TP 711-2. Is a single ADRS curve to be used for all of Phase 3?	Geotechnical	No_Revision	Yes, the intent is to use the single ADRS curve for all structures.
55	Agreement_and_TPs	TP-711	4	Does Section 711.3.3.9 require geotechnical analysis of site periods in addition to what was part of the provided table?	Geotechnical	No_Revision	The Geotechnical Engineer and Structural Engineer shall coordinate to confirm that the period of the design seismic event, the natural period of the soil column, and the fundamental period of the structure do not produce a resonance effect.



56	Agreement_and_TPs	TP-400	2	400.3.1 - Note 1 in option 2i for Base A is undefined. Also, this section references reconstruction of interstate pavement but only provides new pavement sections. Please clarify.	Pavement	Revision	Revisions made to contract documents.
57	Agreement_and_TPs	TP-400	2	Table 400-1: Do the three alternate pavement sections in the table for interstate pavement provide the same structural number? Sections provided for new interstate pavement are different than in Section 4c of the Phase 2 RFP package.	Pavement	No_Revision	No revision made to contract documents. The pavement sections provided do not provide the same structural number, and they are different from the Phase 2 RFP.
58	Agreement_and_TPs	TP-400	8	Section 400.4.2 states that contractor is to modify or remove and replace in-situ soils as necessary. What is the classification and bearing ratio of the subgrade assumed in the SCDOT pavement analyses? What is criteria for required subgrade?	Pavement	No_Revision	No revisions made to contract documents. Removal and replacement of soils would be based on the standard specification requirements in division 200 of standard specifications. SCDOT will not provide the classification or bearing ratio of the subgrade that was assumed in SCDOT's pavement analysis. If an ATC is submitted for Pavement Design, proposers are to follow the requirements of section 3.11 in the instructions to proposers. If an ATC is submitted for Pavement Design, proposers are to follow the requirements of section 3.11 in the instructions to proposers.



59	Agreement_and_TPs	Agreement	2	Will SCDOT modify Section 1.2 to: The term "Contract Documents" shall mean the documents listed in this Section 1.2...The Contract Documents are intended to be complementary and to describe and provide for a complete agreement. Subject to through Section 1.2.4. The order of precedence, from highest to lowest as set forth below, shall control if there exists any conflict among the Contract Documents...Notwithstanding the order of precedence among Contract Documents set forth in Section 1.2.1, in the event and to the extent that Exhibit 2-3 expressly specifies that it is intended to supersede specific provisions in the Contract Documents, including approved Deviations expressly listed in Exhibit 2-3, Exhibit 2-3 shall control over specific provisions of the Contract Documents. Moreover, if a Contract Document contains differing provisions on the same subject matter than another Contract Document, the provisions that establish the higher quality, manner or method of performing the Work or use more stringent standards in SCDOT's judgment shall prevail. In the event of a conflict among any standards, criteria, requirements, conditions, procedures, specifications or other provisions applicable to the Project established by reference to a described manual or publication within a Contract Document or set of Contract Documents, the standard, criterion, requirement, condition, procedure, specification or other provision offering higher quality or better performance in SCDOT's judgment will apply.	Legal	No_Revision	No revision to contract documents to be made per this comment.
60	Agreement_and_TPs	Agreement	15	Will SCDOT modify Section 3.1.3 to: If the Submittal is one where the Contract Documents indicate prior approval or consent or acceptance is required from SCDOT in its discretion, then SCDOT's lack of approval, determination, decision or other action within the applicable time period described in Section 3.1.2 shall be deemed disapproval, but also, be considered an SCDOT-Caused Delay. If approval is subject to the discretion of SCDOT, then SCDOT's decision shall be final , binding, unless it is finally determined through the Dispute Resolution Procedures that SCDOT's decision was unreasonable and not subject to dispute resolution and such decision shall not constitute an SCDOT-Caused Delay, SCDOT-Directed Change, Relief Event or other basis for any Claim.	Legal	Revision	The insertion of "prior" is acceptable; Section 3.1.3 has been revised to include this work. The remainder of the comment is rejected as written. See revisions to section 1.11. Sole discretion is used in two instances: whether to allow construction activities before NTP 2 and whether to allow for a commodities price adjustment because of a Force Majeure event.
61	Agreement_and_TPs	Agreement	15	Will SCDOT modify Section 3.1.5 to: Whenever the Contract Documents indicate that a Submittal or other matter is subject to SCDOT's review, comment, review and comment, disapproval or similar action not entailing a prior approval and SCDOT delivers no comments, exceptions, objections, rejections or disapprovals within the applicable time period under Section 3.1.2, then SCDOT's lack of approval, determination, decision or other action within the applicable time period described in Section 3.1.2 shall be deemed approval-Contractor may proceed thereafter at its election and risk, without prejudice to SCDOT's rights to later object or disapprove in accordance with Section 3.1.7.1. No such failure or delay by SCDOT in delivering comments, exceptions, objections, rejections or disapprovals within the applicable time period under Section 3.1.2 shall constitute an SCDOT-Caused Delay, SCDOT-Directed Change, Relief Event or other basis for any Claim...	Legal	No_Revision	No revision to contract documents to be made per this comment. The dispute resolution process to cover disagreements excepting sole discretion.



62	Agreement_and_TPs	Agreement	16	<p>Will SCDOT modify Section 3.1.7 to: 3.1.7.1 If the Submittal is not governed by Section 3.1.3, then SCDOT's exception, objection, rejection or disapproval shall be deemed reasonable, valid and binding if based on, but are not limited to, any of the following grounds or other set forth elsewhere in the Contract Documents: ... (g) Other grounds set forth elsewhere in the Contract Documents. 3.1.7.2 Contractor shall respond in writing to all SCDOT comments, exceptions, disapprovals and objections to a Submittal and, except as provided below, make modifications to the Submittal as necessary to fully reflect and resolve all such comments, exceptions, disapprovals and objections, in accordance with the review processes set forth in this Section 3.1 and Section 110.5.5 in the Technical Provisions. However, if the Submittal is not governed by Section 3.1.3, the foregoing shall in no way be deemed to obligate Contractor to incorporate any comments or resolve exceptions, disapprovals or objections that: (a) are not on any of the grounds set forth in Section 3.1.7.1 (and not on any other grounds set forth elsewhere in the Contract Documents); (b) are otherwise not reasonable with respect to subject matter or length; and (c) would result in a delay to the Critical Path on the Project Schedule, in Extra Work Costs or in Delay Costs, except pursuant to an SCDOT-Directed Change...3.1.7.4 SCDOT may deliver to Contractor a written notice stating the date by which Contractor was to have addressed SCDOT's comments if Contractor fails to notify SCDOT within the time period set forth in Section 3.1.7.2. The failure to address SCDOT's comments within five Business Days after receipt of this additional written notice shall constitute Contractor's agreement to make all changes necessary to accommodate and resolve the comment or objection and full acceptance of all responsibility for such changes without right to an SCDOT-Caused Delay, Change Order, Relief Event or other Claim, including any Claim that SCDOT assumes design or other liability.</p>	Legal	No_Revision	<p>No revision to contract documents to be made per this comment. Contractor should bear the risk of initiating construction without SCDOT's direction.</p>
63	Agreement_and_TPs	Agreement	124	<p>Will SCDOT modify Section 14.9.2 to: Disruption damages, whether from a single event or continual, multiple or repetitive events, are not only allowed or recoverable under this Agreement, if Contractor would otherwise (i) be able to claim relief for an SCDOT-Caused Delay, SCDOT-Directed Change, or other Relief Event; or (ii) be entitled to a Change Order. Disruption damages include costs of (i) rearranging Contractor's Work plan not associated with an extension of any Completion Deadline, and (ii) loss of efficiency, momentum or productivity.</p>	Legal	No_Revision	<p>No revision to contract documents to be made per this comment. SCDOT is not willing to pay disruption damages.</p>



64	Agreement_and_TPs	Agreement	8	<p>Exhibit 1: Will SCDOT modify "Change In Law" to: "Change in Law" means: (a) The adoption of any Law by a Government Entity of the State after the Setting Date; or (b) Any change in the Law of the State, or in the interpretation or application thereof by any Governmental Entity of the State, after the Setting Date, in each case that is materially inconsistent with Laws of the State in effect on the Setting Date. The term "Change in Law" excludes: (a) Any new or change in Federal, South Carolina or local Law; (b) Any change in, or new, Law of the State that also constitutes or causes a change in, or new, Utility Adjustment Standards; (a) Any change in, or new, Law passed or adopted but not yet effective as of the Setting Date; and (b) Any change in, or new, Law of the State relating to taxes based on net income or equity Contractor's general business operations, including licensing and registration fees, income taxes, gross receipts taxes, property taxes, sales taxes, sales and use taxes, social security, Medicare, unemployment and other payroll related taxes.</p>	Legal	Revision	Revisions made to 'Change in Law' in Exhibit 1, but not as extensive as suggested in comment.
65	Agreement_and_TPs	TP-160		<p>Is a reevaluation of the previous noise study necessary? If a reevaluation of the previous noise study is necessary, is the Contractor to use the existing noise policy or the forthcoming noise policy that changes the Noise Reduction Design Goal? If the forthcoming noise policy is to be used, then would all noise barriers in Phase 3 need to be reevaluated?</p>	Environmental	Revision	<p>The Basic Configuration in TP100 has been revised to reflect the noise wall (Noise Barrier O) that is required per the current FEIS/ROD.</p> <p>A re-evaluation of previous noise study, including evaluation of previously un-warranted noise walls may be required depending on the updated Noise Policy, specifically if the updated Noise Policy has retroactive requirements. At this time, these specific details are not known because there is not an approved updated Noise Policy at this time.</p> <p>More information will be forthcoming at a later date.</p>
66	Agreement_and_TPs	TP-680	3	<p>680.3.1, Line #26, please define " Combined Ramp Segments"</p>	Traffic	No_Revision	<p>See description in TP 200 Page 2 Line 2 that combined ramp segments are ramps that carry multiple system to system movements or both system movement(s) and service movement(s) in the same direction.</p>



67	Agreement_and_TPs	TP-680	3	680.3.1, Line #16-17, please define "4. Total Denied Entry" and "5. Unmet Demand" or delete either one of the two. These two items appear to mean the same thing, i.e., unserved demand due to network congestion or lack of sufficient capacity.	Traffic	Revision	Will delete 'Unmet Demand' from TP.
68	Agreement_and_TPs	TP-680	5	TP Table 680-4: Deliverable Summary. Please clarify whether the two required deliverables, i.e., Traffic Performance Analysis Report and Revised IMR, have to be submitted concurrently.	Traffic	Revision	The TPAR and Revised IMR will be submitted concurrently; however the contract documents have been revised to clarify submittal timelines in advance of NTP 2.
69	Agreement_and_TPs	TP-690	1	Line #22, please revise "A. Designing all electrical systems" to "A. Designing all electrical systems that required for roadway lighting within Carolina Crossroads Phase 3 project limits"	Traffic	Revision	TP-690 will be revised to clarify the requirements.
70	Agreement_and_TPs	TP-690	2	Line #15-17, please clarify whether the required "2 lowering devices (winches)" are for the entire Carolina Crossroads Phase 3 project or 2 lowering devices per each high mast pole?	Traffic	Revision	TP-690 will be revised to clarify the requirements.
71	Agreement_and_TPs	TP-600	1	Section 600.2.1 refers to TP Attachment 100-1 for MOT design criteria. Attachment is permanent design criteria for lane and shoulder widths. SCDOT WZTC Manual allows for 11' lanes with 2' and 3' shoulders in Roadway areas and 2'/2' shoulders on Bridges. Please clarify allowable temporary lane and shoulder widths.	Roadway	No_Revision	TPA 100-1 includes design standards for MOT such as SCDOT Standard Drawings, and SCDOT Procedures and Guidelines for Work Zone Traffic Control Design, and the Rule on Work Zone Safety and Mobility which include design guidance for temporary lane and shoulder widths.



72	PIP		<p>Project Information Package is missing from SCDOT website (https://www.scdot.org/business/carolina-crossroads-phase3.aspx) for the following files:</p> <p>200-3 Phase 3 Profiles 714-7 CCR Phase 3 Video Pipe Inspections 714-9 Phase 3 Stormwater Management Report Appendix A</p>	Hydrology	Revision	<p>200-3 files will be added. 714-7 files will be added and additional information provided in addenda to the Final RFP. 714-9 line in the table of contents will be removed. These files were consolidated into the PIP 714-3 zip file.</p>
73	PIP		<p>Please provide the electronic backup data (dgn or shp files) for Project Information Package for the Phase 3 work. For example the following are missing for hydrology and hydraulic analysis from 714-3_Phase 3 Preliminary Report and Appendices including:</p> <p>CCR_Report_Appendix_A_GeneralProjectMaps CCR_Report_Appendix_B_ExDRNPlans CCR_Report_Appendix_D_BasinDelinMaps</p> <p>Additionally there are files missing from the 200 Roadway files.</p>	Hydrology	Revision	<p>Electronic backup data will be provided for information where appropriate. Missing roadway files in PIP 200-1 will be added.</p>
74	Agreement_and_TPs	TP-600	<p>200.6 - We understand based on recent RFP 5, including CCR Phases 1 and 2, that SCDOT prefers to use GeoPak SS10 for the design of CCR Phase 3. However, there are some key issues to consider with respect to using GeoPak vs. OpenRoads Designer (ORD). Reasons to use GeoPak: 1) CCR Phases 1 and 2 have been designed in the GeoPak Software. Using OpenRoads Designer (ORD) for Phase 3 and beyond will likely require the conversion of the design files for CCR Phases 1 and 2. 2) SCDOT is familiar with, and has standards published, for GeoPak. Reasons to use ORD: 1) GeoPak is no longer supported by Bentley. Therefore, major issues will have to be resolved without software experts to consult with to provide solutions. This also means that licenses are not available for download for any vendors, subconsultants, or other parties who currently do not have the software. In addition, existing software licenses cannot be shared. 2) Windows and ProjectWise will continue to advance and update over the life of the CCR Phase 3 project. Keeping the project in an unsupported software, such as GeoPak, will put the project at risk of an operating system or ProjectWise update that could break GeoPak's function or interaction. If this were to happen, the project team cannot guarantee that Bentley support will be available. The only course of action the project team could take would be to convert the entire project into ORD, while trying to keep to the project design schedule. 3) ORD is the current standard from Bentley. As such, Bentley supports the software, which means that issues that arise can be resolved with the aid of Bentley's programmers. 4) Our team has built ProjectWise workspaces for other projects and could do the same for SCDOT, should it be requested. 5) ORD offers design advancements and compatibility with secondary software that is not present in GeoPak. Today's designers prefer to use the advanced modeling capabilities of ORD. 6) Every project needs design software training. If the project proceeds with GeoPak over the anticipated six year project duration, the project team would need to train project designers in obsolete and unsupported software. Our team believes that it would be best for the CCR Phase 3</p>	Roadway	Revision	<p>TPs 200, 700, 714, and 1000 have been updated, and TPA 100-3 has been added, to allow the use of ORD.</p>



75	Agreement_and_TPs	TP-160		Will the Contractor be responsible for conducting surveys for Tri-Colored bats?	Environmental	No_Revision	No surveys would be required until a formal listing change of this species.
76	Agreement_and_TPs	TP-714	6	714.3.1.4 - indicates: "...When tying into existing systems flowing off the project limits, at a minimum, include one downstream pipe link of the existing system in the design to verify pipe capacity...." In an effort to provide consistency among bidders we respectfully recommend that SCDOT provides the capacity of the existing systems so there is no misunderstanding of the downstream capacity/conditions of the existing system. Providing the downstream tailwater for tie-ins would benefit all teams.	Hydrology	No_Revision	No revision.
77	Agreement_and_TPs	TP-714		we respectfully request to have the option to use the following hydrologic and hydraulic methodologies for consideration for calculations or checks of calculations: <ul style="list-style-type: none"> - EPA SWMM - HEC 15 - HEC18 - HEC 18 scour analysis in accordance w/ Chapter 2 excluding section 2.3.3 1.b - NCHRP abutment scour methodologies - HEC 22 - HEC 23 - FHWA Hydraulic toolbox -FHWA HY-8 - Bentley H&H programs including civilstorm, culvertmaster, flowmaster, pondpack - HEC BAS 1 and 2 D 	Hydrology	No_Revision	Many of these documents, design methodologies, and software programs are referenced in the SCDOT Requirements for Hydraulic Design Studies. These methodologies shall be used on the project in accordance with the RFP.
78	Agreement_and_TPs	TP-680	3	680.3 - Line #11, please replace "permanent" with "temporary"	Traffic	Revision	680.3 line #11 has been revised.



79	Agreement_and_TPs	TP-600	2	600.3.2 - TP 600 states that temporary concrete barrier wall shall be anchored on a bridge deck when there are 8 feet or less of bridge deck area between the face of the barrier wall nearest the edge of the bridge deck and the edge of the bridge deck. Please confirm there is no minimum required distance between an anchored temporary concrete barrier wall face and edge of bridge deck. In other words, an anchored temporary concrete barrier wall face can be placed at 0 feet from the edge of bridge deck. TP 600 states that roadside installation of freestanding temporary concrete barrier wall shall provide at least 4' of clear distance between the face of the barrier wall and any above ground hazard or drop-off hazard. Please confirm there is no minimum required distance between a roadside anchored temporary concrete barrier wall face and any above ground hazard or drop-off hazard. In other words, a roadside anchored temporary concrete barrier wall face can be placed at 0 feet from any above ground hazard or drop-off hazard.	Roadway	Revision	<p>Anchored temporary concrete barrier wall on bridge decks should be installed utilizing STD. DWG. 605-206-06 for the respective wall type. For wall types in the STD. DWG. that do not define a required offset, reference NCHRP 350 test results and provide the offset needed to accommodate the deflections defined for the specific wall type utilized.</p> <p>Anchored roadside TCBW should be installed utilizing STD. DWG. 605-206-06 for the respective wall type. For wall types in the STD. DWG. that do not define a required offset, reference NCHRP 350 test results and provide the offset needed to accommodate the deflections defined for the specific wall type utilized.</p>
80	Agreement_and_TPs	Agreement		Will SCDOT be willing to have a separate confidential one-on-one meeting to discuss the Design Build Agreement?	Legal	No_Revision	Confidential meetings are reserved for technical concepts. Any meetings to discuss the Agreement would be non-confidential.
81	RFP	2	3 of 55	Section 2.7 is skipped causing the subsequent numbering to not match the table of contents.	PM	Revision	Section revised per comment.
82	RFP	2	4 of 55	Section 2.1: Of the \$1,056,100,000 total programmed for Phase 3, how much the amount is set aside for design/construction/CEI (DB Contract) and how much for oversight and R/W?	PM	Revision	Language updated in section 2.9 (Programmed Project Funding). A funding breakdown will not be provided.



83	RFP	2	4 of 55	Section 2.9: Please clearly define when "Construction Time" begins and ends.	Construction	Revision	Language updated.
84	RFP	3	12 of 55	Section 3.9.1: It is assumed that "Armal ATCs" in the last paragraph of page 12 of 55 should be "All Formal ATCs". Please clarify.	PM	Revision	Language updated from "Armal" to "All Formal".
85	RFP	3	12 of 55	Section 3.9.1: Suggest increasing the number of FATCs from 40 to 60 for non IMR FATCs.	PM	Revision	Section 3.9.1 has been revised.
86	RFP	3	18 of 55	Section 3.10.4: We request SCDOT allow for up to 8 IMR/Interchange ATCs	PM	Revision	Section 3.10.4 has been revised.
87	RFP	3	18 of 55	Section 3.10.5: Based on wording of other Confidential Traffic and Interchange Concept Meeting descriptions, Section 3.10.5 appears to be missing two sentences at the beginning of the section. Please review and clarify.	PM	Revision	Language added at the beginning of section 3.10.5.
88	RFP	3	18 & 46 of 55	SCDOT Responses / PATC process for the interchanges needs to be completed early on - way before March 21, 2022.	PM	No_Revision	The date will remain as shown in the Milestone Schedule.
89	RFP	3	19 of 55	Section 3.10.8: What does "full narrative" mean? Can SCDOT list minimum required items to be included with the "full narrative" in support of an IMR / Interchange FATC? Entire network includes: I-26/St. Andrews, I-20/Bush River, I20/I026 and I-26/I126 interchanges ..not required to report I-126 at Colonial Life (Phase 1) and I-20/Broad River (Phase 2) Correct ?	Traffic	No_Revision	Working through the PATC process will inform the Proposers of what will be required in the IMR full narrative. The IMR will need to address all interchanges in accordance with TP 680.
90	RFP	4	23 of 55	Section 4.1: Suggest adding a new Appendix A.5 to address the item 4.1.2b (Project Safety) provisions.	PM	Revision	The page limit in section 4.1 has been revised to allow for additional narrative.
91	RFP	5	34 of 55	Section 5.3: Lettering in the Quality Credit Score Table begins with "c". "a" and "b" are missing from the table, please clarify. How does SCDOT intend to score these items?	PM	Revision	The Quality Credit Score table in section 5.3 has been revised.
92	RFP	5	38 of 55	Section 5.8: Table "Example for Determining the Weighted Criteria Score" is inconsistent with narrative description of the Weighted Criteria Scoring on page 37 of 55. Suggest revising table to mirror breakdown of Cost (45%), Technical Proposal (40%) and Quality Credit (15%).	PM	Revision	The table in section 5.8 has been revised.
93	RFP	9	48 of 55	Cost Proposal Bid Form references "Attachment A" in regards to project scope. Attachment A within this document is titled "Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts". Please clarify.	PM	Revision	The Cost Proposal Bid Form has been revised.



94	RFP	9	48 of 55	Cost Proposal Bid Form requires contractor to provide "Construction Time (Calendar Days) (b)" however this component is not discussed in Section 5 of the RFP. Please explain.	PM	Revision	The Cost Proposal Bid Form has been revised.
95	Agreement_and_TPs	Agreement		Exhibit 12 is referenced throughout the DBA. Please provide Exhibit 12 containing insurance requirements.	Legal	Revision	References to Exhibit 12 revised to Exhibit 7 to reflect the insurance requirements. Exhibit 7 has been updated and provided with addendum #1.
96	Agreement_and_TPs	Agreement	ii	TOC 5.9, 5.10, 5.11 and 5.12 needs to only have the heading in the table of contents.	PM	Revision	Revisions made to the contract documents.
97	Agreement_and_TPs	Agreement	2	1.2.1 - Typographical error at line 12. Please clarify.	Legal	Revision	Typographical error corrected.
98	Agreement_and_TPs	Agreement	2	1.2.1(h)(k) - RFC drawings and specs should come ahead of SCDOT Standard Drawings and any other "Standard" documentation because of the design/build method of contracting.	Legal	Revision	Agree with suggestion. Reordered document hierarchy.
99	Agreement_and_TPs	Agreement	2	1.2.1(f)(g) - Should this section include language from section 3.9.1 concerning Interpretive Engineering Decisions to clarify their relationship with other Contract Documents?	Legal	Revision	Agree with this suggestion. Added a new sentence at the end of 1.2.1 to specifically reference procedure in 3.9.1.
100	Agreement_and_TPs	Agreement	3	1.2.4 - This time should be shortened to 5 business days, and the Contractor should be entitled to relief if a conflict delays operations.	Legal	No_Revision	No revision to contract documents to be made per this comment. Five days is too short of period to review and decide on possible changes.
101	Agreement_and_TPs	Agreement	4	1.3.3 - Note that some operative language in section 5 (5.9 to 5.12 per pg. ii of TOC) appear to have been marked with heading formatting to populate the TOC.	Legal	Revision	Renumbering/reformatting revisions have been made.
102	Agreement_and_TPs	Agreement	5	1.3.9 - Any such "non-Business Day deadlines contained in the Contract Documents" should be clearly enumerated here.	Legal	No_Revision	No revision to contract documents to be made per this comment. See definitions which clarifies this issue.
103	Agreement_and_TPs	Agreement	5	1.3.10 - Promptly is used frequently throughout the document in circumstances where two business days would not be adequate.	Legal	No_Revision	No revision to contract documents to be made per this comment.
104	Agreement_and_TPs	Agreement	38	"Setting Date" - Consider changing Setting Date to 30 days prior to due date of Technical Proposals.	Legal	No_Revision	No revision to contract documents to be made per this comment.
105	Agreement_and_TPs	Agreement	6	1.4.2(b) - The definition of RFC Documents cross references Section 110.5.10.8 of the Technical Provisions. No such section exists.	Legal	Revision	The Technical Provision reference in the definition for RFC Documents has been revised.
106	Agreement_and_TPs	Agreement	6	1.5.1 - The second sentence should be revised to read, "knew of or, through the exercise of reasonable care, should have known of prior to the Effective Date."	Legal	Revision	Could' has been revised to 'Should!'; no other revisions have been made.



107	Agreement_and_TPs	Agreement	6	<p>1.5.4 - This clause represents an unquantifiable uncompensable risk. In the event of a major omission, the Contractor could be compelled to perform significant work without adjustment to price or schedule. The clause should be revised to read as follows:</p> <p>"If Contractor determines that the Contract Documents do not detail or describe sufficiently the Work or any matter relative thereto, Contractor shall request further explanation from SCDOT and shall comply with any explanation thereafter provided by SCDOT. The fact that the Contract Documents omit or misdescribe any details of any Work that are necessary to carry out the intent of the Contract Documents shall not relieve Contractor from performing such omitted Work or misdescribed details of the Work. Contractor shall perform such Work as if the details were fully and correctly set forth and described in the Contract Documents and, provided Contractor neither knew nor should have known of such omission or misdescription prior to Effective Date, Contractor shall be entitled to a Change Order as specifically allowed under Section 14."</p>	Legal	No_Revision	<p>No revision to contract documents to be made per this comment.</p> <p>Provision already contains exception for situations allowed under Section 14. Also, this provision is intended to work in conjunction with Contractor's duty to review and also "take no advantage" clause.</p>
108	Agreement_and_TPs	Agreement	7	<p>1.6 - The following PIP items need to be moved to Technical Provision Attachments and SCDOT should stand behind them:</p> <ol style="list-style-type: none"> 1. TP100-1 through TP100-7 2. TP140-1 through TP140-5 3. TP160-1 through TP160-6 4. TP400-1 through TP400-3 5. TP680-1 (Updated MSA TransModeler File) 6. TP714-7 (Video Pipe Inspection) 	DM	Revision	<p>100-1 2009 Base Mapping will remain in the PIP</p> <p>100-2 CCR Target Information will remain in the PIP</p> <p>100-3 Broad River Road will remain in the PIP</p> <p>100-4 Frontage Road will be moved to a TPA - General.</p> <p>100-5 I20 Berryhill Bush River - Information for Berryhill Drive and Bush River Road will be moved to a TPA - General. I-20 LIDAR information will remain in the PIP.</p> <p>100-6 I26 Main Rockland Road will be moved to a TPA - General.</p> <p>100-7 Basis of the Design Report is for the Proposer's use to modify based on the Contractor's Schematic Design</p> <p>PIP documents 140-1 through 140-5 will remain as PIP documents</p> <p>PIP documents 160-1 through 160-6 will remain in the PIP</p> <p>PIP documents 400-1 through 400-3 will remain in the PIP</p> <p>PIP document 680-1 Updated MSA Transmodeler Files.zip will remain in the PIP</p> <p>PIP document 714-7 will remain in the PIP</p>



109	Agreement_and_TPs	Agreement	Page 7	<p>1.6.2 - This subsection and its subparts create an unquantifiable risk for the Contractor. A more equitable allocation of risk is needed.</p> <p>1.6.2(d) - This clause is unreasonable as drafted.</p> <p>1.6.2(f) - This clause is unreasonable as drafted. SCDOT has had greater time and access to study these specific risk items. The clause should be revised to read as follows:</p> <p>"Notwithstanding clause (e) above, Contractor is entitled to rely on surveys, data, reports or other information provided by SCDOT or other Persons concerning surface conditions and subsurface conditions, including information relating to Utilities, Hazardous Materials, contaminated groundwater, archeological, paleontological, cultural and historic resources, unexploded ordnance, seismic conditions, and Threatened or Endangered Species, affecting the Work, the Site or surrounding locations;"</p> <p>1.6.2(g) - This clause is unreasonable as drafted. The clause should be revised to read as follows: "Provided the Contractor neither knew nor should have known any Error in the Project Information Package, Contractor shall be entitled to an adjustment of the Contract Price and/or Completion Deadline."</p> <p>1.6.2(e) - Notwithstanding clause (g) above, the Contractor can and should undertake its own Reasonable Investigation to verify and supplement the Project Information Package;</p>	Legal	No_Revision	<p>No revision to contract documents to be made per this comment.</p> <p>SCDOT is dividing materials provision into information that can be relied upon in an attachment separate from PIP. Information in PIP is derived from 3rd parties which SCDOT cannot verify.</p>
110	Agreement_and_TPs	Agreement	Page 8	1.8 - "Federal Requirements" - SCDOT should specifically identify all Federal Requirements applicable to this project.	Legal	No_Revision	No revision to contract documents to be made per this comment.
111	Agreement_and_TPs	Agreement	Page 9	1.11 - Change references to "sole discretion" and "good faith discretion" to "reasonable discretion" or just "discretion." Contractor cannot waive any rights to challenge decisions made by SCDOT, and should not have to bring an issue to final determination before a dispute tribunal in order to challenge a "good faith" decision. Moreover, arbitrary and capricious is a very high standard to reverse a decision based on "good faith" discretion.	Legal	Revision	Revisions have been made to clarify use of discretion and good faith discretion.
112	Agreement_and_TPs	Agreement	Page 10	2.1 - The definition of Term should not include the Warranty Term, which may only run from the date of Final Completion. Including the current 3 year Warranty Term within the definition of the "Term" will create an ambiguity when read in concert with section 2.2.2 (Maintenance Services), which specifies that Contractor's obligation of maintenance within the right of way terminates upon issuance of Notice of Final Completion.	Legal	Revision	Revised section 2.2.2 Maintenance Services period by deleting word "Term." This makes the Maintenance Service go from specific milestone events.
113	Agreement_and_TPs	Agreement	Page 10	2.2.2 - As the scope of NTP 1 is presently drafted, it may make sense for Contractor's "Maintenance Services" responsibility to commence after NTP 2 or from when the Contractor begins lane closures or other traffic disturbing activities.	Maintenance	Revision	Revisions made to Section 2.2.2 of Agreement.



114	Agreement_and_TPs	Agreement	Page 10	2.2.3 - Replace "Good Industry Practice" with "the Contract Documents" to harmonize 2.2.3 with 2.3.1. The definition of Good Industry Practices is overbroad and ambiguous.	Legal	Revision	Revision made to section 2.2.3 to clarify that the requirement/intent is to meet both the Contract Documents and Good Industry Practice.
115	Agreement_and_TPs	Agreement	Page 11	2.3.3 - At line 19, strike "and in accordance with Good Industry Practice." The definition of "Reasonable Investigation" should not be expanded by the definition of "Good Industry Practice" to encompass requirements outside the Contract Documents.	Legal	No_Revision	No revision to contract documents to be made per this comment. Reasonable Investigation is a task. Good Industry Practice is a standard. All tasks must conform to the standard.
116	Agreement_and_TPs	Agreement	Page 14	3.1.2.1 - 15 Business Days is too long for SCDOT to inform the Contractor a Submittal is not complete. A procedure should be established for SCDOT to quickly review a Submittal for completeness so Contractor can take efficient action to remedy the issue. Alternatively, all of the durations listed in 3.1.2.1 should be decreased by 5 Business Days.	Legal	No_Revision	No revision to contract documents to be made per this comment. SCDOT's intent would be to quickly advise Contractor of an incomplete submittal and not wait 15 days.
117	Agreement_and_TPs	Agreement	Page 14	3.1.2.3 - If SCDOT is unable to timely review 20 or more concurrent submittals, then the Contractor needs a path to recovery. Based on the scale of the project please consider removing or increasing the number of concurrent submittals.	Legal	Revision	Concurrent submittals revised to (60).
118	Agreement_and_TPs	Agreement	Page 15	3.1.2.5 - the phrase, "specific, abnormal circumstances," is ambiguous. Acceptable circumstances should be specifically listed, or the Contractor should be allowed to request expedited action based on its discretion and the needs of the Project.	Legal	No_Revision	No revision to contract documents to be made per this comment.
119	Agreement_and_TPs	Agreement	Page 15	3.1.3.1 - Contractor needs a method of escalation and dispute resolution if Contractor has a reasonable objection to SCDOT's actions concerning a specific submittal.	Legal	Revision	Section 3.1.3.1 revised to refine the definition of discretion. Sole discretion operates in only two circumstances.
120	Agreement_and_TPs	Agreement	Page 15	3.1.5 - Delete the second sentence in its entirety. If SCDOT takes untimely action, be it a late exception, objection, rejection or disapproval, concerning a submittal, the Contractor needs an escalation path and recovery option.	Legal	No_Revision	No revision to contract documents to be made per this comment. Any decision by Contractor to proceed without SCDOT's approval is at Contractor's risk.
121	Agreement_and_TPs	Agreement	Page 15	3.1.6 - Delete the second sentence in its entirety. If SCDOT takes untimely action, be it a late exception, objection, rejection or disapproval, concerning a submittal, the Contractor needs an escalation path and recovery option.	Legal	No_Revision	No revision to contract documents to be made per this comment. Any decision by Contractor to proceed without SCDOT's approval is at Contractor's risk.
122	Agreement_and_TPs	Agreement	Page 16	3.1.7.1(b) - At line 10, replace "Good Industry Practice" with "required by the Contract Documents." 3.1.7.1(f) - At lines 24-25, delete "the requirements of Good Industry Practice."	Legal	No_Revision	No revision to contract documents to be made per this comment. (b): See (a) (f): A list of possible situations. Not meant to be binary choice.
123	Agreement_and_TPs	Agreement	Page 17	3.1.7.3 - At line 5, replace "Good Industry Practice" with "required by the Contract Documents."	Legal	No_Revision	No revision to contract documents to be made per this comment.
124	Agreement_and_TPs	Agreement	Page 17	3.1.7.4 - At line 9, change "five" to "fifteen." In addition, the Contractor should have the right to an adjustment in time and/or money for extra work related to an SCDOT comment, especially if the comment is made on a submittal governed by 3.1.6.	Legal	Revision	Revision made from "five" to "fifteen". No other revisions to be made.
125	Agreement_and_TPs	Agreement	Page 17	3.1.7.5 - Suggested revision: "The Parties shall attempt in good faith to informally resolve the Dispute if SCDOT is not satisfied with Contractor's explanations. The Dispute shall be resolved according to the Dispute Resolution Procedures if the Parties are unable to informally resolve the Dispute."	Legal	No_Revision	No revision to contract documents to be made per this comment.



126	Agreement_and_TPs	Agreement	Page 17-18	<p>3.1.8.1(a)-(g) - Delete everything after line 31. All agreements and acknowledgements recited in subsections (a) through (g) are covered in the preceding paragraph, 3.1.8.2 and 3.1.8.3.</p> <p>3.1.8.1(e) - Delete in its entirety. SCDOT's acts and/or omissions are likely to be relevant to any future Contractor claims against SCDOT and should be admissible as evidence of Contractor's fulfillment of contractual obligations.</p> <p>3.1.8.1(g) - Delete in its entirety. SCDOT's acts and/or omissions are likely to be relevant to any future Contractor claims against SCDOT and should be admissible as evidence of Contractor's fulfillment of contractual obligations.</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.
127	Agreement_and_TPs	Agreement	Page 18	3.1.8.3 - Delete in its entirety.	Legal	No_Revision	No revision to contract documents to be made per this comment.
128	Agreement_and_TPs	Agreement	Page 18	3.1.8.4(d) - At line 29-30, delete the phrase "knowing and intentional." If SCDOT is making a written representation to the Contractor, SCDOT should accept liability for any material misrepresentation contained therein, particularly if Contractor subsequently relies upon that material misrepresentation.	Legal	No_Revision	No revision to contract documents to be made per this comment. "Knowing and intentional" is standard under Spearin doctrine & application under SC Law: Robert E. Lee & Co. v. Commission of Public Works & L&J v. SC Highway Dept.
129	Agreement_and_TPs	Agreement	Page 18-19	3.2 - SCDOT's OVF, and any other SCDOT consultants, should have a corresponding duty of cooperation to Contractor. Please provide their scope of duties and level of authorities	Legal	No_Revision	No revision to contract documents to be made per this comment.
130	Agreement_and_TPs	Agreement	Page 19	3.4.1 - At line 11, delete "Good Industry Practice."	Legal	No_Revision	No revision to contract documents to be made per this comment. Good Industry Practice is the standard of care. Cannot waive or modify standard of care even if "Good Industry Practice" is removed from contract.
131	Agreement_and_TPs	Agreement	Page 19	3.4.2 - At line 14, delete "and Good Industry Practice."	Legal	No_Revision	No revision to contract documents to be made per this comment. Good Industry Practice is the standard of care. Cannot waive or modify standard of care even if "Good Industry Practice" is removed from contract.
132	Agreement_and_TPs	Agreement	Page 19	3.4.3 - At line 21, delete "Good Industry Practice."	Legal	No_Revision	No revision to contract documents to be made per this comment. Good Industry Practice is the standard of care. Cannot waive or modify standard of care even if "Good Industry Practice" is removed from contract.
133	Agreement_and_TPs	Agreement	Page 19-20	3.5.1 - At line 1-2, delete "or impacted by the Work."	Legal	No_Revision	No revision to contract documents to be made per this comment.



134	Agreement_and_TPs	Agreement	Page 20	3.6.2(a) - Given the extremely broad definitions of the terms "Contractor-Related Entities" and "Books and Records," as well as the broad application of public records laws, Contractor requests this subsection be revised to exclude the right to audit the "Books and Records" of "Contractor-Related Entities." In the alternative, provision should be made for maintaining the confidentiality of any such audit of, and any materials produced by, "Contractor-Related Entities" pursuant to this subsection.	Legal	Revision	Revision made to include a statement regarding confidentiality.
135	Agreement_and_TPs	Agreement	Page 21	3.6.3 - SCDOT's review of any Design Document or Construction Document should not adversely impact the Design Schedule or Construction Schedule, especially when SCDOT comments/reviews are of a preferential nature and not otherwise required by the Contract Documents.	Legal	No_Revision	No revision to contract documents to be made per this comment.
136	Agreement_and_TPs	Agreement	Page 21	3.6.4 - At lines 25 to 27, revise to the following: "Any questions regarding the jurisdiction of any other regulatory agency to conduct a review, oversight or inspection shall be determined by SCDOT within its reasonable discretion." Delete the final sentence in its entirety.	Legal	Revision	Revision made per comment.
137	Agreement_and_TPs	Agreement	Page 21	3.7.2(c) - As drafted, this clause is too broad. Suggested revision: "Without limiting the foregoing, SCDOT, its Authorized Representative and its designees shall have the right to, and Contractor shall afford them: (a) safe and unrestricted access to the Project at all times, (b) safe access during normal business hours to Contractor's Project offices, and (c) reasonable access to data respecting the Project design, Project ROW acquisition, Project construction, and other Work, and the Utility Adjustment Work."	Legal	No_Revision	No revision to contract documents to be made per this comment.
138	Agreement_and_TPs	Agreement	Page 22	3.9.3 - To the extent an Interpretive Engineering Decision involves extra work and/or additional time, the Contractor should have an avenue for recovery.	Legal	No_Revision	No revision to contract documents to be made per this comment.
139	Agreement_and_TPs	Agreement	Page 22	3.10.1 - Here, and throughout the Contract Documents, any reference to the "Lead Subcontractor" should be deleted. There is no Lead Subcontractor on this Project and the definitions of "Lead Subcontract" and "Lead Subcontractor" are irrelevant.	Legal	Revision	Revisions made to contract documents. Lead Subcontractor term removed from contract documents.
140	Agreement_and_TPs	Agreement	Page 24	4.1.1 - At lines 8-9, delete "and Good Industry Practice".	Legal	No_Revision	No revision to contract documents to be made per this comment.



141	Agreement_and_TPs	Agreement	Page 24	4.2.1 - At line 17, delete "and surrounding locations." At lines 18-20, delete "and of any incorrect or incomplete information resulting from preliminary engineering activities conducted by Contractor, SCDOT or any other Person." The phrase "preliminary engineering activities" is vague and ambiguous.	Legal	No_Revision	No revision to contract documents to be made per this comment.
142	Agreement_and_TPs	Agreement	Page 24	4.2.2 - Delete in its entirety.	Legal	No_Revision	No revision to contract documents to be made per this comment.
143	Agreement_and_TPs	Agreement	Page 25	4.3.3 - What, if any, Government Approvals remain outstanding? Please provide a list of pending / anticipated Governmental Approvals	Legal	No_Revision	No revision to contract documents to be made per this comment. SCDOT anticipates receipt of municipal agreements from the cities of Columbia and West Columbia, and also anticipates obtaining a Notice of Intent (NOI) approval for Clearing and Grubbing for Phase 3 project area.
144	Agreement_and_TPs	Agreement	Page 25	4.3.4 - The phrase "all necessary supporting environmental studies, analyses and data" is vague and ambiguous and the risk is difficult to forecast. If there are specific studies the Contractor should plan for in their bid package, especially any that may increase the Project's cost or duration, those need to be identified and listed.	Legal	No_Revision	No revision to contract documents to be made per this comment.
145	Agreement_and_TPs	Agreement	Page 25	4.3.5(a)-(e) - These risks are hard to quantify. The specific scope of Contractor's potential responsibility here should be discussed, including discussion of the environmental compliance/non-compliance concerns posed by various design concepts.	Legal	No_Revision	No revision to contract documents to be made per this comment.
146	Agreement_and_TPs	Agreement	Page 25	4.3.6 - The use of the phrase "good faith effort" is ambiguous and needs clarification/revision, particularly considering that "Good Faith Efforts" is a defined term making express cross reference to the Code of Federal Regulations. The steps the Contractor needs to take to comply here should be listed.	Legal	No_Revision	No revision to contract documents to be made per this comment.
147	Agreement_and_TPs	Agreement	Page 25	4.3.9(a) - Line 18 should be revised to omit reference to "Good Industry Practice."	Legal	No_Revision	No revision to contract documents to be made per this comment.
148	Agreement_and_TPs	Agreement	Page 26	4.3.10.1 - More information concerning "any pending Environmental Approval" is needed. Consideration should also be given for the Contractors standing to file a legal action related to the denial of approvals sought by SCDOT ahead of the letting/award of the Project to ensure the Contractor is not deprived of a legal remedy should SCDOT decide against legal action itself.	Legal	No_Revision	No revision to contract documents to be made per this comment. Existing language is sufficient to confer standing. Currently, there are no known outstanding Environmental Approvals.
149	Agreement_and_TPs	Agreement	Page 27	4.4.1 - The legal validity of this delegation should be discussed and evaluated with consideration for any third-party legal challenges, particularly where SCDOT is the permit holder.	Legal	No_Revision	No revision to contract documents to be made per this comment.
150	Agreement_and_TPs	Agreement	Page 27	4.4.5 - Potential environmental liabilities need further discussion, particularly where any unknown but applicable environmental regulations may carry fines and/or penalties that are likely to be assessed (directly or indirectly) against the Contractor.	Legal	No_Revision	No revision to contract documents to be made per this comment.
151	Agreement_and_TPs	Agreement	Page 29	5.1.4 - SCDOT will acquire ROW and deduct value from contract price. What safeguard does contractor have that SCDOT will not overpay? As a minimum, the Contractor shall have the right to obtain its own appraisal to ensure against overpayment to lower the SCDOT exposure to any future premium R/W cost.	ROW	Revision	Revisions made to contract documents. Tied acquisition of Contractor and Additional ROW to FHWA guidelines.



152	Agreement_and_TPs	Agreement	Page 29	5.2.1(c) - To the extent this provision may require Contractor to hire an expert witness at its own expense, Contractor's obligation to do so should terminate upon Final Completion.	ROW	No_Revision	No revision to contract documents to be made per this comment. Cooperation extends through the warranty period.
153	Agreement_and_TPs	Agreement	Page 30-31	5.4.1(c)(vii) - Should following subsections be given different numbering/identification?	Legal	Revision	Formatting updated per comment.
154	Agreement_and_TPs	Agreement	Page 32	5.6.3(b) - Revise from 15 calendar days to 15 business days.	Legal	Revision	Revised per comment.
155	Agreement_and_TPs	Agreement	Page 33	5.7 - How long does SCDOT have to review ROW Activity Plan? If contract time is running, this is critical to get approved quickly.	Legal	Revision	Sentence added to state fifteen days for approval period.
156	Agreement_and_TPs	Agreement	Page 33	5.8.1 - The Contractor should be reimbursed for its actual costs and expenses, not just its "reasonable" costs and expenses.	ROW	No_Revision	No revision to contract documents to be made per this comment.
157	Agreement_and_TPs	Agreement	Page 34	5.9 - Is this section mis-numbered? If not, what "costs and expenses" are being referred to? It appears this section, along with sections 5.10, 5.11, and 5.12 are being pulled into the table of contents as if they're headings.	ROW	Revision	Revisions made to contract documents. Sections 5.9-5.12 renumbered/reformatted to be sub-paragraphs of 5.8.
158	Agreement_and_TPs	Agreement	Page 34	5.11 - Is this section mis-numbered? If not, what "costs and expenses" are being referred to? The payment period should be expanded to 30 days. SCDOT should provide notice to the Contractor before it would withhold payment on the basis of this section.	ROW	Revision	Revisions made to contract documents. Sections 5.9-5.12 renumbered/reformatted to be sub-paragraphs of 5.8.
159	Agreement_and_TPs	Agreement	Page 34	5.12.1(b) - Suggested revision: "(b) any delay, inability or cost associated with the acquisition of any Contractor-Designated ROW, including Contractor-Designated ROW required to implement any ATCs, Additional ROW, or Additional Areas, to the extent caused by Contractor."	ROW	Revision	Revisions made to contract documents. Sections 5.9-5.12 renumbered/reformatted to be sub-paragraphs of 5.8. (b) was revised and (c) added relative to acquisition of Contractor Designated ROW.



160	Agreement_and_TPs	Agreement	Page 34	5.12.3 - Is this duplicative of section 5.11? The payment period should be expanded to 30 days. SCDOT should provide notice to the Contractor before it would withhold payment on the basis of this section.	ROW	Revision	Revisions made to the agreement per this comment. Sections 5.9-5.12 renumbered/reformatted to be sub-paragraphs of 5.8.
161	Agreement_and_TPs	Agreement	35	5.13.1 - Please identify any public water wells within the project limits.	Utilities	No_Revision	No water wells have been identified at this time.
162	Agreement_and_TPs	Agreement	35	5.15.2 - What are SCDOT's terms and conditions, if they are pre-defined, for obtaining temporary right(s) of entry?	ROW	Revision	Revisions made to agreement per comment.
163	Agreement_and_TPs	Agreement	36	5.16.2.1 - As the contractor is delegated to accept obligations agreed between the utility companies and SCDOT, when will the MOAs and other documentation be published for our review? If there is language that is not agreeable, what is the process for providing comments and amending?	Utilities	Revision	Templates of the wet and dry utility MOAs are being provided with Industry Review #3. Copies of executed MOAs will be provided at a later date. If there are questions on the MOA's provided, the proposer can make non-confidential questions per the milestone schedule.
164	Agreement_and_TPs	Agreement	36	5.16.2.1 - As the Effective Date is defined as the signing of the agreement, which is not until contract is awarded, this paragraph is interpreted to allow SCDOT to continue coordination with utility companies and amend MOAs and any other utility documentation throughout and after the RFP process. How can the Contractor rely on this information and include appropriate pricing and schedule if this information can change after technical proposal and/or bid submittals?	Utilities	No_Revision	The Contractor can rely upon all information provided as of the Setting Date.
165	Agreement_and_TPs	Agreement	36-37	5.16.2.2 - As contractor is responsible for "all utility adjustments" and to use terms in the UMA for basis of negotiating the utility agreements, please confirm if Contractor is responsible for "out of contract" utility adjustment cost.	Utilities	Revision	Revisions made to section 5.16.2.3 (f).



166	Agreement_and_TPs	Agreement	36-37	5.16.2.2 - If contractor identifies a previously unidentified utility during the RFP process, how is the contractor to obtain necessary information from the utility company to include the cost in their proposal?	Utilities	No_Revision	If an unidentified utility is discovered during procurement, it is the responsibility of the Proposer to notify SCDOT. SCDOT will work to resolve the issue.
167	Agreement_and_TPs	Agreement	37	5.16.2.2 - Section references Section 5.10.2.1, Please provide section 5.10.2.1.	Utilities	Revision	Section 5.16.2.2 revised to reference section 5.16.2.1 instead of 5.10.2.1.
168	Agreement_and_TPs	Agreement	37	5.16.2.3 - Is it the intent for the Contractor to draft new utility agreements in which SCDOT is party to that will be different for each utility company based on their standard practices? Can SCDOT standard, FHWA approved utility agreement form be used? As to what extent will SCDOT provide comments, review, and approve? How will this process work? Will SCDOT have final say-so on language?	Utilities	No_Revision	It is the intent for Contractor to use SCDOT's UA form 3068-A as the basis for all UAs. See Article 5.16 for process.
169	Agreement_and_TPs	Agreement	37	5.16.2.3 - Section references Sections 5.10.4.7, 5.10.2.4, 5.10.5.1, and 5.10.6. None of these sections are provided. Please provide.	Utilities	Revision	Section references within section 5.16.2.3 have been revised accordingly.
170	Agreement_and_TPs	Agreement	37	5.16.2.4 - Section references Sections 5.10.2.5 and 5.10.2.6, please provide. Unable to find.	Utilities	Revision	Section references within section 5.16.2.4 have been revised accordingly.
171	Agreement_and_TPs	Agreement	37-38	5.16.2.4 - SCDOT needs to identify utility coordination personnel (preferably a single point of contact) to provide prompt consultation on utility negotiations.	Utilities	Revision	Revision made to Section 5.16.2.4 to specify SCDOT's Utility Projects Engineer the SCDOT contact for utility coordination / negotiations, post-award. During procurement, any utility coordination questions should continue to be provided through the identified POC in the Instructions to Proposers.
172	Agreement_and_TPs	Agreement	39	5.16.4.7 - Is the City of Columbia Utilities considered a Governmental Entity?	Utilities	No_Revision	The "City of Columbia" is a Governmental Entity. The "City of Columbia Utilities" (water & sewer) will be treated as a Utility Company.
173	Agreement_and_TPs	Agreement	39	5.16.4.8 - Proprietary costing information is not typically provided by utility owners. How are we to obtain this information?	Utilities	Revision	Section 5.16.4.8 revised to remove requirement to obtain complete set of recordation of costs from Utility companies.
174	Agreement_and_TPs	Agreement	40	5.16.5.2 - If we enter into a utility agreement with a utility, why can the Contractor not seek reimbursement? Not allowed to recoup cost if it goes over?	Utilities	No_Revision	No revision to contract documents to be made per this comment. Federal requirements cannot be changed per FHWA.



175	Agreement_and_TPs	Agreement	40	5.16.6.1 - Section references Section 5.10.9, this section is not provided. Please provide.	Utilities	Revision	Section reference within section 5.16.6.1 has been revised accordingly.
176	Agreement_and_TPs	Agreement	41	5.16.7.2 - Section references Sections 5.10.7.1 and 5.10.7.3, these sections are not provided. Please provide.	Utilities	Revision	Section references within section 5.16.7.2 have been revised accordingly.
177	Agreement_and_TPs	Agreement	42	5.16.7.3 - Section references Sections 5.10.7.1, 5.10.7.2(a)(i), 5.10.7.2(a)(ii), 5.10.7.2(a)(iii) and 5.10.7.2(a)(iv) are not provided. Please provide.	Utilities	Revision	Section references within section 5.16.7.3 have been revised accordingly.
178	Agreement_and_TPs	Agreement	42	5.16.9.1 - Section references Section 5.10.9.2 through 5.10.9.5 are not provided. Please provide.	Utilities	Revision	Section references within section 5.16.9.1 have been revised accordingly.
179	Agreement_and_TPs	Agreement	Page 42-43	5.16.9.1 - Sections 5.10.9.2 and 5.10.9.5 are missing from the DBA; please clarify. In addition, the following sentence should be deleted: "No work or services required of Contractor, and no accommodation of new Utilities or of modifications, upgrades, relocations or expansions of existing Utilities, pursuant hereto, shall entitle Contractor to additional compensation, Completion Deadline adjustment or other Claim hereunder."	Utilities	Revision	Section references within section 5.16.9.1 have been revised accordingly. The requested deletion of language is rejected.
180	Agreement_and_TPs	Agreement	Page 43	5.16.9.5 - Suggested revision: "If Contractor and SCDOT disagree on the response to a utility application, such disagreement shall be resolved according to the Dispute Resolution Procedures; provided, however, that if Contractor recommends against issuance of the permit or other agreement or approval and SCDOT determines issuance is appropriate or required, then: (a) SCDOT's determination shall control unless issuance is not required by Law; (b) SCDOT may elect to issue the utility permit or other agreement or approval in advance of resolution of the Dispute, but if it is finally determined that such issuance was not required by Law, such issuance shall be deemed an SCDOT-Directed Change (and therefore a potential Relief Event); and (c) If SCDOT elects to delay issuance of a utility permit or other agreement or approval pending final resolution of the Dispute, Contractor's indemnity under Section 21.1.1(j) shall be deemed to apply with respect to any applicant claim of wrongful delay or denial."	Utilities	No_Revision	No revision to contract documents to be made per this comment.



181	Agreement_and_TPs	Agreement	Page 44	<p>5.17.4 - "Recoverable Costs" is not defined. The revision below is modified so that SCDOT covers its own costs in assisting Contractor in obtaining cooperation and coordination from Related Transportation Facilities.</p> <p>Suggested Revision: "At Contractor's request from time to time, SCDOT will provide reasonable assistance to Contractor in obtaining cooperation and coordination from third parties that own, manage, operate or maintain Related Transportation Facilities and in enforcing rights, remedies and warranties that Contractor may have against any such third parties. Such assistance may include SCDOT's participation in meetings and discussions. In no event shall SCDOT be required to bring any legal action or proceeding against any such third party. SCDOT will provide such reasonable assistance at SCDOT's cost."</p>	Utilities	No_Revision	<p>No revision to contract documents to be made per this comment.</p> <p>"SCDOT 's Recoverable Costs" is a defined term in the Definitions.</p>
182	Agreement_and_TPs	Agreement	Page 46-47	6.2.1 - Delete reference to "Good Industry Practice." All requirements imposed on Contractor should be specified.	Legal	No_Revision	No revision to contract documents to be made per this comment.
183	Agreement_and_TPs	Agreement	Page 48	6.4.2(a) - The Contractor must be able to rely upon information provided by SCDOT and will assemble a list of key information and documents Contractor needs to rely upon.	Legal	No_Revision	No revision to contract documents to be made per this comment.
184	Agreement_and_TPs	Agreement	Page 49	<p>6.5.2 - It is unreasonable to require Contractor to pursue legal action against separate entities with which the Contractor has no contractual relationship.</p> <p>Suggested Revision: "If, however, Contractor asserts that any of SCDOT's other contractors have caused damage to the Work or have hindered or interfered with the progress or completion of the Work, then Contractor's shall be entitled to seek an adjustment to the Completion Deadline and Contract Price. Such interference by other SCDOT contractors shall constitute an SCDOT-Caused Delay."</p>	Legal	Revision	Revisions made to the design-build agreement; however, not exactly as suggested.
185	Agreement_and_TPs	Agreement	Page 51-52	6.6.2 - Portions of this project will likely be completed years before others. There should be provision made for partial walkthroughs and partial acceptances as specific segments are completed. Postponing the assembly of the punch list until after all work required for substantial completion is fully complete causes a significant schedule risk based on unknown variables including the availability of SCDOT resources to participate in the punch list assembly process and late additions to an otherwise complete list.	Legal	Revision	<p>Revisions made per comment.</p> <p>Revisions made in section 6.6.3.</p>
186	Agreement_and_TPs	Agreement	Page 53	6.6.3.2 - SCDOT should participate in creation of the Punch List, and a process for creating preliminary punch lists for portions of work completed early should be established in concert with Contractor to minimize eventual Punch List items.	Legal	Revision	Section 6.6.3.2 revised per comment.
187	Agreement_and_TPs	Agreement	Page 55	6.6.4.4 - Any efforts to add items to the agreed upon Punch List following Substantial Completion should be treated as warranty items and should not delay Final Completion.	Legal	No_Revision	No revision to contract documents to be made per this comment.
188	Agreement_and_TPs	Agreement	Page 55	6.7.2 - This is potentially punitive where SCDOT could issue a NCR but tell us to "leave as is." Its also going to be unworkable to administer this. In any circumstance, SCDOT should notify the contractor prior to deducting any sums from payments due and owing.	Legal	No_Revision	No revision to contract documents to be made per this comment.
189	Agreement_and_TPs	Agreement	Page 56	6.8.2.1 - Delete reference to "Good Industry Practice."	Legal	No_Revision	No revision to contract documents to be made per this comment.



190	Agreement_and_TPs	Agreement	Page 56	6.8.2.2 - Delete reference to "Good Industry Practice."	Legal	No_Revision	No revision to contract documents to be made per this comment.
191	Agreement_and_TPs	Agreement	Page 56	6.8.3 - Potential environmental liabilities need further discussion, particularly where any unknown but applicable environmental regulations may carry fines and/or penalties that are likely to be assessed (directly or indirectly) against the Contractor.	Legal	No_Revision	No revision to contract documents to be made per this comment.
192	Agreement_and_TPs	Agreement	Page 56	6.8.4.1 - At line 38, replace "ten days" with "thirty days." In the case SCDOT undertake Hazardous Materials Management actions itself, SCDOT should have duties of cooperation and non-interference and should work with the Contractor to develop a remediation schedule that will not impact the Project Completion Deadline.	Legal	Revision	Line 38 revised to "thirty" days. No other revision to be made. Hazardous Material management would be covered under Emergency Procurement. SCDOT will obligate that contractor to cooperate via a separate contract.
193	Agreement_and_TPs	Agreement	Page 57	6.8.6.1 - The contractor should not bear liability for hazardous materials for which SCDOT is the sole generator. Suggested revision: "Except as provided otherwise in Section 6.8.7, as between Contractor and SCDOT, SCDOT will be considered the sole generator and arranger under 40 CFR Part 262 and will sign manifests for the off-site disposal of Hazardous Materials other than for: (a) Contractor Release of Hazardous Materials; (b) Hazardous Materials that migrate from points of origin located outside the boundaries of the Project ROW where the source of such Hazardous Materials is a Contractor-Related Entity in the course of performing Work; and (c) Hazardous Materials that Contractor negligently handles and disposes of in violation of any applicable provision of the Contract Documents, of Governmental Approvals or of Law. Notwithstanding the foregoing, SCDOT may elect, by written notice to Contractor, to have another responsible party (instead of SCDOT, and other than a Contractor-Related Entity) assume generator and arranger status and liability, or sign manifests, for which SCDOT is otherwise responsible under this Section 6.8.6.1. To the extent permitted by applicable Law, SCDOT shall indemnify, save, protect and defend Contractor from claims, demands, causes of action and Losses arising out of or resulting from the off-site disposal of such Hazardous Materials for which SCDOT is considered the generator or arranger pursuant to this Section 6.8."	Legal	No_Revision	No revision to contract documents to be made per this comment. This comment does not accurately reflect the content of 6.8.6.1. SCDOT is responsible for the cost of all hazardous materials except for those released, stored, etc. by the Contractor and subcontractors.
194	Agreement_and_TPs	Agreement	Page 57	6.8.7 - Suggested revision: "Contractor shall not be required to engage in Hazardous Materials Management with respect to Release of Hazardous Materials onto the Project or Project ROW at any time during the Term by a Person other a Contractor-Related Entity in the course of performing Work (a "third party")."	Legal	No_Revision	No revision to contract documents to be made per this comment.
195	Agreement_and_TPs	Agreement	Page 61	7.1.2 - At lines 16 and 17, delete "or otherwise used as a defense by or on behalf of Contractor in any Dispute hereunder."	Legal	No_Revision	No revision to contract documents to be made per this comment.



196	Agreement_and_TPs	Agreement	Page 61	7.2 - The Contractor should have the right to request additional compensation or time if the delay in issuing NTP is not due to Contractor.	Legal	Revision	Revisions made to the contract documents.
197	Agreement_and_TPs	Agreement	Page 63	7.5.1(c) - When will Exhibit 12 be available for review?	Legal	Revision	Reference to Exhibit 12 has been revised to reflect Article 11.
198	Agreement_and_TPs	Agreement	Page 66	7.10.2 - In light of the significant liquidated damages remedies available to SCDOT in the event of Contractor-caused delays to Substantial and Final Completion, and the Contractor's obligation to resequence and/or redesign the Work to mitigate any potential damages sought from SCDOT, the Contractor should own all of the float.	Legal	No_Revision	No revision to contract documents to be made per this comment.
199	Agreement_and_TPs	Agreement	Page 67	7.10.3 - The term "Maximum Allowable Cumulative Draw" is not defined.	Legal	Revision	The term 'Maximum Allowable Cumulative Draw' to be removed from Contract Documents.
200	Agreement_and_TPs	Agreement	Page 67	7.11.3 - SCDOT should not withhold money from Contractors progress payments; It has adequate remedies without negatively impacting Project cash-flow. In addition, the phrase "acceptable Recovery Schedule" is ambiguous; what is required for acceptance should be made clear to Contractor before any withholding. In the event SCDOT does insist on withholding money, the percentage should be reduced to 5% and SCDOT should agree to pay interest on the amount from the date payment should have been made. In addition, the date for the Contractor's compliance should be extended from 10 to 15 business days, and SCDOT should agree to provide approval or specific feedback within 5 business days of receiving a recovery schedule.	Legal	Revision	Section 7.11.3 revised to account for 15 days instead of 10 and reduce withholding to 5%.



201	Agreement_and_TPs	Agreement	Page 68	<p>8.2.1 - Requirement for submission of individual TMP 30 days before any planned lane closure seems excessive. With SCDOT's submittal review duration, the 30 day requirement will become, in practice, a 60 day requirement. The Contractor needs greater flexibility.</p> <p>The Contractor should not be required to "give priority to all adjacent projects." If Contractor is obligated to give priority to other projects, then Contractor needs the ability to recover from SCDOT any cost and/or time impacts caused by those other projects.</p>	Legal	Revision	Revisions made to contract documents.
202	Agreement_and_TPs	Agreement	Page 69	<p>8.2.2.3 - SCDOT needs to make a commitment to coordinate lane closure restrictions here - at-will lane closure restrictions is an unquantifiable risk and the Contractor must have an avenue of recovery if those lane closure restrictions are unreasonable. In addition, the term "special event" needs to be clarified and Contractor should be given as much advanced notice of such special events as possible.</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.
203	Agreement_and_TPs	Agreement	Page 70	<p>8.4.1.8 - This section should be revised to allow the Contractor recovery of time and money in the event a Safety Compliance Order delays the critical path.</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.
204	Agreement_and_TPs	Agreement	Page 70	<p>8.4.7.1 - It is not reasonable to push the responsibility of determining whether FHWA or FEMA requires particular emergency repair work to be competitively bid down to the Contractor; SCDOT has far more familiarity with the application of FHWA and FEMA regulations to emergency construction activities under SCDOT's oversight.</p>	Legal	Revision	Revisions made to contract documents, specifically section 8.4.2.
205	Agreement_and_TPs	Agreement	Page 71	<p>9.1.2.2 - Due to the design-build nature of the project, it is not practical to provide a DBE Utilization Plan within 30 days of contract execution. In addition, the term "DBE Utilization Plan" is not defined.</p>	Legal	Revision	<p>Revisions made to contract documents but not necessarily as suggested in comment.</p> <p>Revisions made to section 9.2 and defined term in Exhibit 1 added for DBE Utilization Commitment Plan. The 30-day requirement</p>
206	Agreement_and_TPs	Agreement	Page 71	<p>9.1.2.3 - "Notice of Intent (NOI)" is not a defined term. In addition, due to the design-build nature of the project, it is not possible to provide DBE committals at the start of the project. DBE packages will be let as the design progresses.</p>	Legal	Revision	<p>Revisions made to contract documents specific to section 9.2.1.3.</p> <p>No term for Notice of Intent (NOI) to be added to Exhibit 1. No revision to be made to language relative to required submittal of DBE committals concurrent with submittal of NOI.</p>
207	Agreement_and_TPs	Agreement	Page 73	<p>9.4.3(c) - This is unreasonable and just make the Contractor would be more likely to self-perform the scope.</p>	Legal	Revision	Revisions made to contract documents; 9.4.3 (c) has been deleted.
208	Agreement_and_TPs	Agreement	Page 73-74	<p>9.4.4(a) - At lines 34 and 35, delete "and Good Industry Practice for work of similar scope and scale."</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.
209	Agreement_and_TPs	Agreement	Page 85	<p>Article 11 - Throughout this article, the phrase "additional primary named insured" is repeatedly used. However, this phrasing is incorrect and should be changed to "additional insured."</p>	Legal	Revision	"Primary Named" has been removed from the agreement.



210	Agreement_and_TPs	Agreement	Page 93	<p>11.3.4 - Please confirm the wording of this section.</p> <p>11.3.4(a) - Delete in its entirety.</p> <p>11.3.4(b) - Suggested revision: "If there are any insurance proceeds available after paying or reimbursing Contractor for such Extra Work Costs and Delay Costs (excluding any Claim Deductible), SCDOT will next apply such available insurance proceeds to reimburse Contractor for its costs to repair or replace the items of property described in Section 11.3.7, subject, however, to SCDOT's right to set off such reimbursements by any deemed self-insurance that Contractor fails to pay to SCDOT; and"</p>	Legal	Revision	Section 11.3.4 has been removed from design-build agreement.
211	Agreement_and_TPs	Agreement	Page 93	<p>11.3.6(a) - If the loss, damage or destruction is attributable to a Relief Event, SCDOT should pay all costs, including the deductible.</p> <p>Suggested revision: "SCDOT will bear all Extra Work Costs and Delay Costs for the repair or replacement Work to the Project, including any applicable deductible; and"</p> <p>11.3.6(b) - Delete in its entirety.</p>	Legal	Revision	Section 11.3.6 has been removed from design-build agreement.
212	Agreement_and_TPs	Agreement	Page 93-94	11.3.7 - At line 35, delete "or 11.3.4(b)."	Legal	No_Revision	No revision to contract documents to be made per this comment.
213	Agreement_and_TPs	Agreement	Page 95	<p>12.1.1.1 - Suggested revision: "In addition to any other express warranties provided elsewhere in the Contract Documents, Contractor warrants that:</p> <p>(a) The Work shall be [(i)] free of Defects, [(ii)] free of deviations, changes, modifications, alterations or exceptions from applicable Technical Provisions that have not been approved, in writing, by SCDOT; and (iii) fit for use for the purposes, objectives, functions, uses, and requirements set forth in or reasonably inferred from the Contract Documents;"</p>	Legal	No_Revision	Language in the comment matches what exists in the agreement; no revision necessary.
214	Agreement_and_TPs	Agreement	Page 95	12.1.2 - Delete "[s]ubject to extension under Section 12.2." Delete second sentence in its entirety; it is unreasonable to conduct a job-wide punch list walk three years after construction operations have terminated.	Legal	No_Revision	No revision to contract documents to be made per this comment.



215	Agreement_and_TPs	Agreement	Page 95	12.1.3 - Suggested revision: "Within seven days after Contractor receives notice from SCDOT specifying a failure of any of the Work to comply with the requirements of the Contract Documents, or of the failure of any Subcontractor representation, warranty, guarantee or obligation pertaining to the Work that Contractor is responsible to enforce, Contractor and SCDOT will mutually agree when and how Contractor shall remedy such failure; provided, however, that in case of an emergency requiring immediate curative action or a situation which poses a significant safety risk, Contractor shall implement such action as it deems necessary and shall notify SCDOT of the urgency of a decision. Contractor and SCDOT will promptly meet in order to agree on a remedy. If Contractor does not use its best efforts to proceed to effectuate such remedy within the agreed time, or should Contractor and SCDOT fail to reach such an agreement within such seven-day period (or immediately in the case of emergency conditions), SCDOT may elect to perform or have performed by third parties the necessary remedy, and the costs thereof shall be borne by Contractor. Reimbursement therefor shall be payable to SCDOT within ten days after Contractor's receipt of an invoice therefor. Alternatively, SCDOT may deduct the amount of such costs and expenses from any sums owed by SCDOT to Contractor pursuant to this Agreement. SCDOT may agree to accept Nonconforming Work in accordance with Section 6.7.2."	Legal	No_Revision	No revision to contract documents to be made per this comment.
216	Agreement_and_TPs	Agreement	Page 96	12.2 - Delete clause in its entirety.	Legal	No_Revision	No revision to contract documents to be made per this comment.
217	Agreement_and_TPs	Agreement	Page 103	12.2.6.4 - The term "Maximum Allowable Cumulative Draw" is not defined.	Legal	Revision	The term 'Maximum Allowable Cumulative Draw' removed from Contract Documents. In this instance, section 13.2.6.4.
218	Agreement_and_TPs	Agreement	Page 108	13.5.5 - Suggested revision: "The Contractor and Subcontractors may withhold as retainage up to five (5%) percent of a subcontractor's payment until satisfactory completion as defined by Section 13.5.1 of all work items of the subcontract. Subject to Contractor's right to withhold payments to a Subcontractor in accordance with the applicable subcontract, retainage must be released to the subcontractor within seven (7) calendar days from the date the Contractor or Subcontractor receives payment from SCDOT for the last work item of the subcontract or within seven (7) days from SCDOT's acceptance of the last work item of the subcontract, whichever is the latest to occur. However, upon documentation of good cause provided by the contractor and written concurrence by the Construction Alternative Delivery Engineer, the Contractor may continue to withhold the 5% retainage."	Legal	No_Revision	No revision to contract documents to be made per this comment.



219	Agreement_and_TPs	Agreement	Page 110	<p>14.1.1.3 - At line 5, the phrase "causes a substantial price escalation" is ambiguous and it is not clear what a "substantial price escalation" means. The exercise of proving a given Force Majeure Event caused price escalations is likely to be unworkable given the complex nature of the construction supply chain.</p> <p>Suggested revision: "To the extent a Force Majeure Event occurs and causes a delay and/or failure of performance during a previously identified period of Contractor caused delay, as reflected in the most recently accepted Project Schedule, such Force Majeure Event shall not constitute a breach of the Agreement and the Contractor shall not be entitled to an adjustment of the Contract Time unless the Force Majeure increased the duration of the prior delay. In such circumstances, the Contractor shall only be entitled to recover its actual costs flowing directly from the Force Majeure Event, including any associated price escalations."</p> <p>14.1.1.3(a) - The phrase "substantial price escalation" is ambiguous. At line 10, replace the phrase "sole discretion" with "reasonable discretion." At line 12, replace the phrase "sole discretion" with "reasonable discretion."</p> <p>14.1.1.3(b) - Suggested revision: "Contractor shall bear the burden of proving that a Force Majeure Event has occurred or exists, and that it has or will impact the critical path of the Project. The Contractor also has an obligation, in such circumstances, to take reasonable steps to mitigate any foreseeable delay and/or cost."</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.
220	Agreement_and_TPs	Agreement	Page 110	14.1.2.1 - Revise all references to "seven (7) business days" to "ten (10) business days."	Legal	Revision	Revisions made to contract documents per comment.
221	Agreement_and_TPs	Agreement	Page 111	<p>14.1.2.3 - Suggested revision: "The Contractor shall seasonably update the Relief Event Notice as new and/or additional information becomes available."</p> <p>As drafted, this clause will encourage Contractors to evaluate every potential Relief Event as if it will be catastrophic so that the "nature and scope of the potential claim" doesn't change.</p>	Legal	Revision	<p>Revisions made to the contract documents.</p> <p>Section revised to make it more clear that a Relief Event Notice may be supplemented after initial submission.</p>
222	Agreement_and_TPs	Agreement	Page 111	14.1.3.1 - Please clarify the Contractor's obligation under this section in the event of a continuing Relief Event in excess of 30 days.	Legal	Revision	<p>Revisions made to the contract documents.</p> <p>Added new section which requires updates to the Relief Request every 30 days for ongoing Relief Events</p>
223	Agreement_and_TPs	Agreement	Page 112	14.1.3.3 - Please clarify how this clause impacts the requirement in 14.1.2.3 that the "nature and scope of the potential claim stated in the Relief Event Notice shall remain consistent (except for reductions) for the remainder of the Relief Event..."	Legal	Revision	<p>Revisions made to the contract documents.</p> <p>Section revised to make it more clear that a Relief Event Notice may be supplemented after initial submission</p>
224	Agreement_and_TPs	Agreement	Page 112	14.1.5.1 - Replace "30 days" with "60 days." The phrase "Relief Event claim" is used throughout this section but is not defined. "Relief Event Claim" is also used without a definition. These terms should be defined and differentiated.	Legal	Revision	<p>Revisions made to the contract documents.</p> <p>Relief Event Claim is now a defined term. The remainder of the suggested revision is rejected.</p>



225	Agreement_and_TPs	Agreement	Page 113	14.1.5.2(e) - Suggested revision: "Contractor shall submit the full and final documentation of the Relief Event claim on a standardize form approved by SCDOT and shall certify the Relief Event claim to be accurate, truthful, and complete to the best of the Contractor's knowledge. Information submitted after the full and final documentation submittal will be considered on a case-by-case basis in SCDOT's reasonable discretion." The last sentence, and its relationship with sections 14.1.3.3 and 14.1.2.3, should be clarified.	Legal	No_Revision	No revision to contract documents to be made per this comment.
226	Agreement_and_TPs	Agreement	Page 114-115	14.1.8 - Based on the broad definition of "Open Book Basis," and the potential effect of open records requests, a reasonable limitation needs to be included here to prevent the inadvertent disclosure of Contractor trade secrets.	Legal	Revision	Revisions made to the contract documents.
227	Agreement_and_TPs	Agreement	Page 116	14.2.9.3 - Suggested revision: "Exclude those legal, accounting, and financial advisory advisory fees and expenses incurred in connection with preparing Relief Event Notices, Relief Requests, and final documentation of Claims in respect of Relief Events;"	Legal	No_Revision	No revision to contract documents to be made per this comment.
228	Agreement_and_TPs	Agreement	Page 116-117	14.3 - The term "Claim Deductible" is not defined.	Legal	Revision	Revisions made to the contract documents.
229	Agreement_and_TPs	Agreement	Page 117	14.4.1.2 - The Contractor should be entitled to all Completion Deadline and Delay Cost adjustments, regardless of when notice is given. Section (a)(iv) should be deleted. (b) - Suggested revision: "SCDOT will bear Extra Work Costs for ROW Services, re-design and construction costs, environmental approvals, demolition and clearing, Utility Adjustments, Hazardous Materials Management and purchase price, severance damages, relocation assistance and title insurance for the necessary Additional ROW."	Legal	No_Revision	No revision to contract documents to be made per this comment.
230	Agreement_and_TPs	Agreement	Page 118	14.4.3 - This entire section is difficult to follow. The process for the Contractor to obtain relief for Utility Company Delay should be made clearer.	Legal	No_Revision	No revision to contract documents to be made per this comment.
231	Agreement_and_TPs	Agreement	Page 118	14.4.3.1 - Suggested revision: "Contractor shall be entitled to a Claim for Extra Work Costs relating to Utility Company Delay subject to the requirement in Section 14.8.3 to mitigate such Extra Work Costs through potential re-sequencing, re-scheduling, or other work-around measures."	Legal	No_Revision	No revision to contract documents to be made per this comment.
232	Agreement_and_TPs	Agreement	Page 118	14.4.3.3 - The use of the phrase "adequate damages remedy" is ambiguous.	Legal	No_Revision	No revision to contract documents to be made per this comment.
233	Agreement_and_TPs	Agreement	Page 118	14.4.4.1 - Suggested revision: "Contractor's compensation for Extra Work Costs shall be limited to the aggregate Extra Work Costs of the Utility Work that Contractor would not have incurred if the Utility Information had been reasonably accurate."	Legal	No_Revision	No revision to contract documents to be made per this comment.
234	Agreement_and_TPs	Agreement	Page 118	14.4.4.2 - Delete in its entirety.	Legal	No_Revision	No revision to contract documents to be made per this comment.
235	Agreement_and_TPs	Agreement	Page 118	14.4.4.3 - Suggested revision: "Contractor shall be entitled to a Claim for Delay Costs and Completion Deadline adjustment for delay to the Critical Path that is directly attributable to Inaccurate Utility Information."	Legal	No_Revision	No revision to contract documents to be made per this comment.
236	Agreement_and_TPs	Agreement	Page 119	14.4.5.3(c) - Delete reference to "Good Industry Practice."	Legal	No_Revision	No revision to contract documents to be made per this comment.



237	Agreement_and_TPs	Agreement	Page 119-20	14.4.5.3(g) - Suggested revision: "Liabilities, costs, expenses and Losses incurred to the extent caused by the negligent acts or omissions of any Contractor-Related Entity that exacerbates release of, or costs to excavate, handle, contain, haul, transport, remove, remediate or dispose of Hazardous Materials or SCDOT Releases of Hazardous Materials;"	Legal	No_Revision	No revision to contract documents to be made per this comment.
238	Agreement_and_TPs	Agreement	Page 120-21	14.4.6 - Suggested revisions for subsections (a) and (c): "(a) During progress of the D&C Work, if Differing Site Conditions are encountered, Contractor shall immediately notify SCDOT thereof telephonically or in person, to be followed immediately by a Relief Event Notice. Contractor shall be responsible for determining the appropriate action to be undertaken, subject to concurrence by SCDOT. If any Governmental Approvals specify a procedure to be followed, then Contractor shall follow the procedure set forth in the Governmental Approvals." "(c) Each Relief Event Notice and Relief Request relating to a Differing Site Condition shall include a statement setting forth the condition of the affected area, explaining exactly how the existing conditions differ from those indicated in the Project Information Package or the Contract Documents, and stating the efforts Contractor undertook to find alternative design or construction solutions to eliminate or minimize the problem and the associated costs."	Legal	No_Revision	No revision to contract documents to be made per this comment.
239	Agreement_and_TPs	Agreement	Page 121	14.4.7 - At lines 27 to 29, delete "; provided, however, that changes in Utility Standards caused by new or revised State statutes shall constitute neither a Change in Law nor an SCDOT-Directed Change".	Legal	No_Revision	No revision to contract documents to be made per this comment.
240	Agreement_and_TPs	Agreement	Page 121	14.4.8 - Delete in its entirety.	Legal	No_Revision	No revision to contract documents to be made per this comment.
241	Agreement_and_TPs	Agreement	Page 124	14.9.1 - At lines 12 to 13, Delete "[a]cceleration costs shall not include any costs for disruption damages as described below."	Legal	No_Revision	No revision to contract documents to be made per this comment.
242	Agreement_and_TPs	Agreement	Page 124	14.9.2 - Delete in its entirety.	Legal	No_Revision	No revision to contract documents to be made per this comment.
243	Agreement_and_TPs	Agreement	Page 126-27	15.1.6.3 - Suggested revision: "After such cost savings and time savings are mutually determined by the Parties or finally determined in accordance with the Dispute Resolution Procedures, SCDOT will be entitled to 100% of the estimated net cost savings, if any, attributable to any reductive SCDOT-Directed Change. Such net cost savings shall include the net reduction, if any, in labor, material, equipment and overhead costs associated with SCDOT-Directed Change. Contractor shall pay such savings to SCDOT: (a) as periodic payments over the Term; (b) as an adjustment to the Monthly Disbursement over the Term; (c) through a reduction in the Term; or (d) through any combination of the above, as selected by SCDOT. SCDOT also may take such reduction in labor, material, equipment and overhead costs as a credit against SCDOT's liability for Extra Work Costs and Delay Costs during the Term. If SCDOT selects periodic payments over the Term, such payments shall be due and owing to SCDOT monthly on the last day of each month."	Legal	No_Revision	No revision to contract documents to be made per this comment.
244	Agreement_and_TPs	Agreement	Page 126-27	15.1.6.4 - Please clarify the intent of this clause.	Legal	Revision	Section 15.1.6.4 has been deleted and will be reflected in a future addenda.



245	Agreement_and_TPs	Agreement	Page 127	<p>15.2.1 - Suggested revision:</p> <p>"By submittal of a written Change Request using a form approved by SCDOT, Contractor may request SCDOT to approve:</p> <p>(a) Modifications to the Technical Provisions; (b) Modifications to Contractor's Proposal commitments as set forth in Exhibit 2; (c) Adjustments to the Project ROW or Temporary Construction Easements not already indicated in Contractor's Schematic Design; or (d) Railroad-related delay as set forth in Section 16.4.2.</p> <p>The Contract Change Request shall set forth Contractor's detailed estimate of net impacts (positive and negative) on costs and schedule attributable to the requested change, consistent with applicable provisions of this Agreement."</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.
246	Agreement_and_TPs	Agreement	Page 127-28	15.2.4 - Delete in its entirety.	Legal	Revision	Language in Section 15.2.4 deleted.
247	Agreement_and_TPs	Agreement	Page 128	15.2.5 - Please clarify what is meant by "the analysis." Is SCDOT basing these potential cost savings on an its own analysis or one furnished by the Contractor?	Legal	Revision	Language in Section 15.2.5 deleted.
248	Agreement_and_TPs	Agreement	129-130	Section 16.3.2 and 16.5 contain references to "Attachment B" however, no "Attachment B" is provided in the RFP documents.	Railroad	Revision	Sections revised accordingly to remove reference to Attachment B.
249	Agreement_and_TPs	Agreement	129	16.3.1 state "...Preliminary Engineering and Construction Force Account Estimates provided in Technical Provision Attachments". Please provide technical provision attachment outlining the referenced estimates.	Railroad	Revision	Section 16.3.1 has been revised.
250	Agreement_and_TPs	Agreement	129	16.2.3 states "...cost at such rates, with such markups, for durations at or beyond those outlined in Section 150 of the Technical Provisions." Section 150 of the Technical Provisions does not contain the mentioned information.	Railroad	Revision	Section 16.3.2 has been revised.



251	Agreement_and_TPs	Agreement	130	16.3.3 stats "...up to those durations outlined in Section 150 of the Technical Provisions" Section 150 of the Technical Provisions does not contain the mentioned information.	Railroad	Revision	Language in Section 16.3 is being reviewed, to include the addition of \$4,000,000 cost allowance. These revisions will be included in a future addenda.
252	Agreement_and_TPs	Agreement	Page 130	16.4.2.2 - Suggested revision: "Actual, direct, and documented costs incurred solely and directly attributable following notification of delays to the Critical Path reflected on the most recent agreed Project Baseline Schedule."	Railroad	No_Revision	No revision to contract documents to be made per this comment.
253	Agreement_and_TPs	Agreement	Page 130	16.4.3 - There are too many limitations here. Need to discuss.	Railroad	Revision	Section 16.4.3.4 has been deleted from the DB Agreement.
254	Agreement_and_TPs	Agreement	Page 132-33	17.2.1 - At subsections (d), (f), (i), and (k), replace "15 days" with "15 business days."	Legal	Revision	Revisions made to reflect "15 business days".



255	Agreement_and_TPs	Agreement	135-37	<p>18.1.1 - Subsections (b) and (z) are already covered by liquidated damages and should be deleted.</p> <p>Subsection (c) suggested revisions: "Contractor materially fails to perform the Work in accordance with the Contract Documents."</p> <p>Subsection (e) should be modified as follows to harmonize with 18.1.2(c): "Contractor suspends, ceases, stops or Abandons the Work or fails to continuously and diligently prosecute the Work unless the work stoppage is (i) due to termination by SCDOT, or (ii) due to and during the continuance of a Force Majeure Event or suspension by SCDOT, or (iii) due to and during the continuance of any work stoppage under Section 18.7). If the suspension is due to reasons (i)-(iii), Contractor shall be in default if fails to resume performance or prosecute the Work within 30 days after the cessation of the same as determined in SCDOT"</p> <p>Subsection (i) suggested revisions: "Provided Contractor has been paid by Owner for such labor, equipment materials or property, Contractor fails, absent a valid dispute, to make payment when due for labor, equipment, materials or property in accordance with its agreements with Subcontractors, Suppliers and Utility Companies and in accordance with applicable Laws or fails to make payment to SCDOT when due of any amounts owing to SCDOT under this Agreement."</p> <p>Subsections (w), (x), (y), and (z) do not list any cure period.</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.
256	Agreement_and_TPs	Agreement	Page 138-39	<p>18.2.1 - Suggested revisions to subsections (a) and (c)</p> <p>"(a) SCDOT may withhold from any amounts (including interest thereon as permitted under this Agreement) payable by SCDOT to Contractor such amounts payable by Contractor to SCDOT, including reimbursements owing, Liquidated Damages, amounts SCDOT deems advisable to cover any existing or threatened claims and stop notices of Subcontractors, laborers or other Persons, amounts of any Losses that have accrued, the cost to complete or remediate uncompleted Work or Nonconforming Work, interest owing SCDOT under this Agreement, or other damages or amounts that SCDOT has determined are or may be payable to SCDOT under the Contract Documents."</p> <p>"(c) SCDOT may direct the Surety to complete this Agreement or may enter into an agreement for the completion of this Agreement according to the terms and provisions hereof with another contractor or the Surety, or use such other methods as may be required for the completion of the Work and the requirements of the Contract Documents, including completion of the Work by SCDOT."</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.



257	Agreement_and_TPs	Agreement	Page 139	18.2.1.2 - "Recoverable Costs" is not defined.	Legal	No_Revision	No revision to contract documents to be made per this comment. 18.2.1.2 sets out what constitutes "Recoverable Costs" for that section. A definition is not required.
258	Agreement_and_TPs	Agreement	Page 139	18.2.1.4 - Delete in its entirety.	Legal	No_Revision	No revision to contract documents to be made per this comment.
259	Agreement_and_TPs	Agreement	Page 139-40	18.2.2 - "Recoverable Costs" is not defined. The definition of Emergency should include "danger to person or property." If the Contractor disagrees with SCDOT's assessment of an Emergency, Contractor should be entitled to seek its costs. Suggested revisions: "Notwithstanding anything to the contrary in this Agreement, if in the good faith judgment of SCDOT a Contractor Default results in an Emergency, and if Contractor is not then diligently taking all necessary steps to rectify or deal with such Emergency, SCDOT may, without notice and without awaiting lapse of the period to cure any breach, and in addition and without prejudice to its other remedies, (but is not obligated to): (a) immediately take such action as may be reasonably necessary to rectify the Emergency, in which event Contractor shall pay to SCDOT the cost of such action, including SCDOT's Recoverable Costs; or (b) suspend the Work or close or cause to be closed any and all portions of the Project affected by the Emergency. So long as SCDOT undertakes such action in good faith, even if under a mistaken belief in the existence of an Emergency, such action shall not be deemed unlawful or a breach of this Agreement and shall not expose SCDOT to any liability to Contractor, it being acknowledged that SCDOT has a high priority, paramount public interest in protecting public and worker safety at the Project and adjacent and connecting areas. Immediately following rectification of such Emergency, as determined by SCDOT, acting reasonably, SCDOT will allow the Work to continue or such portions of the Project to reopen, as the case may be."	Legal	No_Revision	No revision to contract documents to be made per this comment. 18.2.2 sets out what costs are recoverable in this circumstance.
260	Agreement_and_TPs	Agreement	Page 140	18.2.3.1 - What is Section 0? Suggested revision: "Subject to Section 19.8, SCDOT will be entitled to recover any and all damages available at Law (subject to the duty at Law to mitigate damages) on account of the occurrence of a Contractor Default. Contractor shall owe any such damages that accrue after the occurrence of the Contractor Default and the delivery of notice thereof, if any, required by this Agreement regardless of whether the Contractor Default is subsequently cured or ripens into a Default Event."	Legal	Revision	Revision made to contract documents. Section reference updated to Article 19.
261	Agreement_and_TPs	Agreement	Page 142	18.5.2 - Suggested revision: "SCDOT will have the right, but not the obligation, to pay and perform all or any portion of Contractor's obligations and the Work that are the subject of such Contractor Default, as well as any other then-existing Contractor Defaults for which Contractor received prior written notice from SCDOT but has not commenced or does not continue diligent efforts to cure. Exercise of such cure rights shall not waive or release Contractor from any obligations."	Legal	No_Revision	No revision to contract documents to be made per this comment.



262	Agreement_and_TPs	Agreement	Page 143	<p>18.5.3 - Suggested revision: SCDOT may, to the extent reasonably required for or incident to curing the Contractor Default or such other Contractor Defaults or failures to perform:</p> <p>(g) Modify or terminate any contractual arrangements to which SCDOT is a party in SCDOT's good faith discretion, without liability for termination fees, costs or other charges;</p> <p>(h) Meet with, coordinate with, direct and instruct contractors and suppliers, process invoices and applications for payment from contractors and suppliers, and pay contractors and suppliers;</p> <p>(i) Take all other actions reasonably necessary to effect cure and perform the Work; and</p> <p>(j) Prosecute and defend any action or proceeding incident to the Work to which SCDOT is a party."</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.
263	Agreement_and_TPs	Agreement	Page 146	<p>19.1.2 - Suggested revision: "The Liquidated Damages described in this Section 19.1 shall commence on the applicable Completion Deadline, as the same may be extended pursuant to this Agreement, and shall continue to accrue until the date of the applicable Substantial Completion or Final Completion, completion of the Work described in Section 6.6.4, or until termination of this Agreement. Such Liquidated Damages shall constitute SCDOT's sole and exclusive remedy for delay."</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.
264	Agreement_and_TPs	Agreement	147	<p>19.2.1 - No values are provided for lane closure penalties. Please provide.</p>	Traffic	Revision	Section 19.2 revised relative to lane closure penalties.



265	Agreement_and_TPs	Agreement	Page 150	<p>19.8.2 - Subsections (c) and (e) are overbroad and should be deleted.</p> <p>Suggested revisions for clarity: "The foregoing limitations on Contractor's liability for consequential damages shall not apply to:</p> <p>(a) Losses (including defense costs) to the extent (i) covered by the proceeds of insurance required to be carried pursuant to Section 11, and (ii) covered by the proceeds of insurance actually carried by or insuring any Contractor-Related Entity under policies solely with respect to the Project and the Work, regardless of whether required to be carried pursuant to Section 11, or (iii) Contractor is deemed to have self-insured the Loss pursuant to Section 11.2.4;</p> <p>(b) Losses arising out of fraud, criminal conduct, intentional misconduct (which does not include any intentional Default Event), recklessness, bad faith or gross negligence on the part of any Contractor-Related Entity;</p> <p>(c) Contractor's obligation to pay Liquidated Damages in accordance with Section 19 or any other provision of the Contract Documents; and</p> <p>(d) Amounts Contractor may owe or be obligated to reimburse to SCDOT under the express provisions of the Contract Documents, including, subject to any agreed scope of work and budget, SCDOT's Recoverable Costs."</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.
266	Agreement_and_TPs	Agreement	Page 151-52	<p>20.1.1 - Subsection (h) should be deleted. "Insurance Claim" in subsection (k) is not a defined term.</p> <p>Suggested revisions: "Subject to Section 20.1.2, Contractor shall defend, release, protect, indemnify and hold harmless the Indemnified Parties from and against any and all Claims, causes of action, suits, judgments, investigations, legal or administrative proceedings, demands and Losses, in each case if asserted or incurred by or awarded to any third party, to the extent caused by:</p> <p>... (h); ... (k) Any claim asserted by any third party, such as an adjoining property owners, the traveling public, and residents near the Project, to the extent caused by a negligent act or omission of the Contractor or any subcontractor or sub-subcontractor."</p>	Legal	Revision	<p>Revision made to the contract documents, but not all as suggested by comment.</p> <p>The word "Insurance" has been deleted from the subparagraph. No revisions per the remaining comments.</p>
267	Agreement_and_TPs	Agreement	Page 154	<p>20.2.5 - If Contractor accepts a tender with a reservation of rights, it should be able to select counsel (reasonably satisfactory to SCDOT) and control the defense with participation of SCDOT. If Contractor denies a tender, then SCDOT should be able to select its counsel and control the defense</p> <p>Suggested revision: "If Contractor responds to the tender of defense as specified in 20.2.3(c), the Indemnified Party shall be entitled to select its own legal counsel and otherwise control the defense of such claim, including settlement."</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.
268	Agreement_and_TPs	Agreement	Page 159	<p>21.2.3 - 15 days is too short to get mandatory mediation scheduled. Suggest revising to 30 days. A timeframe for proceeding to the next step of litigation should also be established.</p>	Legal	Revision	<p>Revision made to contract documents.</p> <p>Language revised to 30 days per comment in section 21.2.2.</p>



269	Agreement_and_TPs	Agreement	Page 164	22.4.2(b) - Suggested revision: "Contractor reserves the right to assert exemptions from disclosure for information that would be exempt under applicable State Law from discovery or introduction into evidence in legal actions, including information protected by the attorney-client or other legal privilege."	Legal	No_Revision	No revision to contract documents to be made per this comment. The proposed edit is unacceptable in that it allows for a claim of privilege without involvement of legal counsel.
270	Agreement_and_TPs	Agreement	Page 165-66	22.5.2 - This section only makes sense in application to Claims, but not Disputes. Suggested revisions: "All Claims filed against SCDOT will be subject to audit at any time following the filing of the Claim. The audit may be performed by employees of SCDOT or by an auditor under contract with SCDOT. SCDOT will provide 20 days' notice to Contractor, any Subcontractors or their respective agents before commencing an audit. Contractor, Subcontractors or their agents shall provide and cause Contractor-Related Entities to provide adequate facilities, acceptable to SCDOT, for the audit during normal business hours. Contractor shall cooperate and cause Contractor-Related Entities to cooperate with the auditors. Subject to attorney client or other legal privilege, the auditors shall have available to them the following documents: ... (r) All documents that support the amount of damages as to each Claim; and"	Legal	Revision	Revisions made to contract documents, but not all as suggested.
271	Agreement_and_TPs	Agreement	Page 166	22.5.3 - Suggested revision: "Failure of any Contractor-Related Entity to maintain and retain sufficient records to allow the auditors to verify all or a portion of the Claim, to permit the auditor access to the Books and Records of any Contractor-Related Entity, or to otherwise fully comply with the provisions of this Section 22.5 shall constitute a waiver of the Claim and shall bar any recovery or relief thereunder."	Legal	No_Revision	No revision to contract documents to be made per this comment.
272	Agreement_and_TPs	Agreement	Page 171	23.1.2 - Delete in its entirety.	Legal	No_Revision	No revision to contract documents to be made per this comment.
273	Agreement_and_TPs	Agreement	Page 173	23.5.1 - The Contractor should have the right to request additional compensation or time if the delay in NTP is not due to Contractor. Such compensation should include price escalations.	Legal	No_Revision	No revision to contract documents to be made per this comment.
274	Agreement_and_TPs	Agreement	Page 173	23.5.2 - The Contractor should have the right to request additional compensation or time if the delay in NTP is not due to Contractor. Such compensation should include price escalations.	Legal	No_Revision	No revision to contract documents to be made per this comment.
275	Agreement_and_TPs	Agreement	Page 176	23.9 - Suggested revision: "Except as provided in Section 23.2.1(c), under no circumstances shall Contractor be entitled to anticipatory or unearned profits or consequential or other damages as a result of any termination under this Article 23."	Legal	No_Revision	No revision to contract documents to be made per this comment.



276	Agreement_and_TPs	Agreement	Page 176	23.10.1 - Suggested revision: "Notwithstanding anything contained in this Agreement to the contrary, a termination under this Article 23 shall not waive any right or claim to damages which SCDOT or Contractor may have at Law, in equity or under the Contract Documents."	Legal	No_Revision	No revision to contract documents to be made per this comment.
277	Agreement_and_TPs	Agreement		"Change in Law" - Delete exclusion (a). Any "Change in Law" provision must include changes caused by new or changing Federal, South Carolina or local Law.	Legal	Revision	Revisions made the definition of Change in Law in Exhibit 1. Federal and SC laws have been removed from the exclusions.
278	Agreement_and_TPs	Agreement		"Differing Site Conditions" - Suggested Revisions to subsection (a) and exclusions: Subsection (a) - "(a) concealed, subsurface or latent physical conditions encountered at the Project site which materially differ from those indicated in the Project Information Package and Contract Documents; or" Exclusions - "The term Differing Site Conditions specifically excludes: (a) All such subsurface, latent or surface conditions which (i) were known to Contractor prior to the Setting Date, or (ii) identified in the Project Information Package, or (iii) would have become known to Contractor by undertaking Reasonable Investigation; (b) changes in surface topography; (c) variations in subsurface moisture content and variations in the water table; (d) Utility facilities; (e); (f) acquisition of real property for drainage purposes; and (g) any conditions which constitute or are caused by a Force Majeure Event."	Legal	No_Revision	No revision to contract documents to be made per this comment.
279	Agreement_and_TPs	Agreement		"Extra Work Costs" - This definition refers to "Exhibit 14," and there is no Exhibit 14.	Legal	Revision	Definition revised to Section 14.2 of the Agreement instead of an Exhibit.
280	Agreement_and_TPs	Agreement	Page 19	"Force Majeure Event" - For subsection (i), Contractor should be entitled to cost and time for any changes in law or regulation that substantially affect performance of the Project.	Legal	No_Revision	No revision to contract documents to be made per this comment.
281	Agreement_and_TPs	Agreement		"Inaccurate Utility Information" - Subsection (b) should be amended to provide relief if the horizontal or vertical position of an underground Utility deviates more than 3' from the Utility information in the Technical Provisions Attachments.	Legal	No_Revision	No revision to contract documents to be made per this comment.



282	Agreement_and_TPs	Agreement		"Indemnified Parties" - Delete "agents, representatives, consultants."	Legal	No_Revision	No revision to contract documents to be made per this comment.
283	Agreement_and_TPs	Agreement	Page 25	"Known or Suspected Hazardous Materials" - The use of the phrases "reasonably suspected" and "reasonable suspicion" are ambiguous.	Legal	No_Revision	No revision to contract documents to be made per this comment.
284	Agreement_and_TPs	Agreement		"Open Book Basis" - SCDOT and Contractor need to discuss what is a realistic limitation to put on documentation in support of changes - the current definition is too broad.	Legal	No_Revision	No revision to contract documents to be made per this comment.
285	Agreement_and_TPs	Agreement		"Relief Event" - SCDOT and Contractor need to discuss what is reasonable regarding the exclusions/limitations on the Contractor's right to recover for specific events.	Legal	No_Revision	No revision to contract documents to be made per this comment.
286	Agreement_and_TPs	Agreement	41	Please clarify if the definition provided for "Utility Agreement" is inclusive of in-contract and/or out of contract relocations.	Utilities	No_Revision	The definition of Utility Agreement is intended to be encompassing of in-contract and out-of-contract relocations. The Agreement does distinguish between in-contract/out-of-contract for the purpose of whether SCDOT is a party to Utility Agreement.
287	Agreement_and_TPs	Agreement	42	"Utility Company Delay" - At line 26 of subsection (d), the phrase "among other things" should be deleted. The grounds for rejecting a Utility Company Delay claim should be specifically described.	Utilities	No_Revision	Definition attempts to be exhaustive, but language allows for situations not anticipated by the Parties.
288	Agreement_and_TPs	Agreement		Who is responsible for draft utility agreements?	Utilities	No_Revision	Contractor is responsible for all aspects of the Utility Agreement.
289	Agreement_and_TPs	TP-110	1	TP 110.2, Table 110-1 SCDOT may consider the following Plans as stand-alone plans and not chapters of the overall PMP and let PMP refer to these plans where appropriate: 1. Quality Management Plan (QMP) Volume 1: Quality General Requirements Volume 2: Professional Services Quality Management Plan (PSQMP) Volume 3: Construction Quality Management Plan (CQMP) 2. Safety Management Plan 3. Community & Public Relation Support Plan 4. Environmental Management Plan	PM	Revision	Language in TP 110.2 will be clarified.
290	Agreement_and_TPs	TP-110	15	TP 110.5.4 - "All comments for a utility submittal package shall be resolved prior to submittal of the subsequent stage Roadway Package." Please add language to constrain this by area or segment of project so that a single utility package does not hold up unimpacted roadway packages in other areas of the project.	Utilities	Revision	Language has been added to constrain this by Buildable Unit.



291	Agreement_and_TPs	TP-110	18	TP 110.5.6.1 - Will SCDOT require Utility Companies to utilize Bluebeam for plan review similar to Contractor's design submittals.	Utilities	Revision	SCDOT is negotiating and finalizing MOA's with all utility companies involved with in-contract relocations to utilize Bluebeam for plan reviews. If Bluebeam is not utilized by the utility company, they will provide comments on SCDOT's Comment Matrix Spreadsheet provided by SCDOT.
292	Agreement_and_TPs	TP-110	18	TP 110.5.6.1 -Why does SCDOT increase the number of days to status comments for subsequent iterations of submittals to ten days when initially responses are stated within five business days?	DM	Revision	The 10 days was intended to be for verification reviews, which is consistent with Agreement Article 3.1.2.1. Status updating for comment responses is less effort than status updates for verifications that comments were actually addressed. Language will be added to clarify that subsequent iterations which include revised documents, will be within 10 business days.
293	Agreement_and_TPs	TP-111	1	TP Attachment 111-1 is referenced but not provided on SCDOT's project website.	PM	Revision	Revisions made to the contract documents. TP-111 has been updated. SCDOT to provide copies of municipal agreements with the Cities of Columbia and West Columbia, CSX RR Agreement, and templates of the wet and dry MOAs. Copies of the final utility MOAs to be provided to Proposers in an addenda after execution with the individual utilities. Municipal Agreements and CSX RR Agreement to be provided in Technical Provision Attachments in an addenda after agreements have been executed with each agency. Wet and dry MOA templates to be provided as PIP documents.



294	Agreement_and_TPs	TP-111	1	TP Table 111-1 is blank.	PM	Revision	<p>Revisions made to the contract documents. TP-111 has been updated.</p> <p>SCDOT to provide copies of municipal agreements with the Cities of Columbia and West Columbia, CSX RR Agreement, and templates of the wet and dry MOAs. Copies of the final utility MOAs to be provided to Proposers in an addenda after execution with the individual utilities.</p> <p>Municipal Agreements and CSX RR Agreement to be provided in Technical Provision Attachments in an addenda after agreements have been executed with each agency. Wet and dry MOA templates to be provided as PIP documents.</p>
295	Agreement_and_TPs	TP-140	1	TP 140.2.1 - SCDOT UAM is not listed as a reference within TPA 100-1. Should it be included?	Utilities	Revision	SCDOT to revise TPA 100-1 to include SCDOT UAM.
296	Agreement_and_TPs	TP-140	2	TP 140.2.3 - Why should Contractor need to verify all utilities outside of project limits? How far outside of limits? Please define scope.	Utilities	Revision	TP 140.2.3 has been revised. It is the Contractor's responsibility to verify all utilities within the limits of D&C Work.
297	Agreement_and_TPs	TP-140	2	TP 140.2.5 - "Contractor shall certify to SCDOT that ALL utilities have been identified" It is unreasonable to require a contractor to make this claim and leave no means for additional compensation or time for unidentified utilities that may become known at a later date.	Legal	No_Revision	This situation is specifically covered in Section 14.4.4 (Inaccurate Utility Information.)



298	Agreement_and_TPs	TP-140	3	TP 140.3.3 - Please clarify the intent of including the existing and proposed utility information on design documents? Which design documents are existing and proposed utilities required to be identified on?	Utilities	Revision	TP 140.3.3 has been revised. Contractor is responsible for incorporating all Utility Information and Utility Adjustment work in the Utility Adjustment Plans.
299	Agreement_and_TPs	TP-140	7	TP 140.4.4 - Is it the intent that all no utility relocations will located in new private easements?	Utilities	No_Revision	SCDOT has performed preliminary utility coordination based, including MOAs for in-contract relocations, based on Schematic Design. SCDOT anticipates all work performed by Contractor to be performed within SCDOT ROW, or within Utility Company's existing easements, as coordinated with and approved by SCDOT. Contractor may access service connection locations and tie points outside of SCDOT's ROW where Utility Company has right-of-entry as SCDOT does not intend to acquire new private easements for Utility Adjustment Work.



300	Agreement_and_TPs	TP-140	7	TP 140.4.4 - Please clarify and provide more detail to "appropriate industry accepted standards" for joint telecommunications duct bank.	Utilities	Revision	TP 140.4.4 has been revised and the duct bank has been provided in a Technical Provision Attachment.
301	Agreement_and_TPs	TP-140	12	TP 140.4.5 appears to contradict language within DBA Article 5. Please review.	Legal	Revision	Section 14.4.5 revised to clarify that Contractor's duty to coordinate begins at the Effective Date.



302	Agreement_and_TPs	TP-140	13	TP 140.4.6 - Please clarify the accuracy of the as-built scope of work for utilities.	Legal	Revision	TP Section 140.4.6 has been revised.
303	Agreement_and_TPs	TP-150	1	TP 150.3 - Please provide top of rail survey shots adjacent to the proposed CSX RR crossings.	Railroad	No_Revision	SCDOT is not in possession of top of rail survey shots. Contractor is responsible for all surveys necessary to complete the Project.
304	Agreement_and_TPs	TP-160	10	TP 160.5.5 - Suggest that SCDOT provide the necessary compensatory mitigation associated with wet utilities instead of Contractor.	Utilities	No_Revision	No revision made to contract documents.
305	Agreement_and_TPs	TP-700	1	TP 700.3.1.2 - The Operational Classification (OC) is defined as "I" for new bridges "on Interstates or their ramps" and "II" for all other bridges. Please clarify what is meant by an "interstate ramp" for this project.	Structures	Revision	This reference is for ramp bridges that convey interstate-to-interstate traffic. Language will be revised to define OC I for "...new bridges carrying mainline interstate or interstate-to-interstate ramp traffic" or similar.
306	Agreement_and_TPs	TP-714	3	TP 714.3.1.1 - Please verify the "degree acceptable to the SCDOT" for reducing hydroplaning potential. The RFP recommends the FDOT method for analysis. Is it intended for FDOT criteria to be used?	Hydrology	No_Revision	The SCDOT does not have published design criteria for hydroplaning. It is the Contractor's responsibility to evaluate the proposed design and incorporate design methodologies to reduce the potential for hydroplaning.



307	Agreement_and_TPs	TP-1000	75	Section 401 - The unit price of \$50 per square yard of 6 inch deep asphalt patching is low. Please consider revising unit rate to \$80?SY.	Pavement	Revision	Unit price revised to \$65/SY.
308	TPAs	Project Management	2 & 3 of 5	TPA 110-2 - Based on the submittal package restrictions and review timeline for overlapping submittals, the review of bridge and wall submittals is expected to take more than 24 months. Please consider allowing more to be submitted within each submittal package and/or allowing for concurrent submittals without adding an additional 5 day review time for overlapping packages.	DM	Revision	Revisions have been made to TPA 110-2 allowing more to be submitted within each submittal.
309	TPAs	Project Management	1 & 2 of 4	TPA 110-3 - Traffic Shop Drawing Review Process restricts Category A, Overhead Signs Structures to a maximum of 5 overhead structures per submittal and stipulates that only one Category A submittal can be submitted at a time with a 15 business day review time. Based on conceptual signing plans provided in TPA 650-1 and not accounting for other Category A submittals the shop drawing review process for overhead sign structures would take over 7 months if packages were submitted every 15 business days. Please consider removing the 5 structure limit per submittal and allowing multiple concurrent submittals	DM	Revision	Revisions have been made to TPA 110-3, including increasing limit of 5 Category A structures submitted to 10.
310	TPAs	Utilities		Utility Technical Provision Attachments begin numbering with 140-11. All other Technical Provisions Attachments begin with XXX-1. Are there missing attachments? (140-1 through 140-10)	Utilities	Revision	TPA 140-1 through TPA 140-10 correlate to information provided from each individual utility, as called out in TP 140. Placeholders for these files will be added with a "pending" date, and these files will be added as they are finalized.
311	TPAs	Hydrology		TPA 714-4_R1 - The recommendation for EC-2601 in the Video Inspection Summary states "Full replacement of culvert from the downstream end of the new culvert section installed during Phase 1 to the culvert outfall." This scope was removed from the CCR1 project and was not installed. Is the replacement of the section of 84" CMP under the ramp intended to be part of this project?	Hydrology	Revision	TPA 714-4 will be revised to require replacement of 84" CMP and double box culverts.



312	TPAs	Hydrology	37-40	TPA 714-4_R1 - The Video Inspection Summary list provided in section 5.1 of the Preliminary Stormwater Management Design Report provided with the project information package recommends that EC-2101 is to be a "Full replacement of culvert with bridges. See scope for details." It also states to "See scope for details." for the EC-2502 and EC-2601 culvert replacements. The language about replacing EC-2101 "with bridges." and all of the "see scope for details" statements are not present in the Video Inspection Summary list provided as attachment TPA-714-4_R1. Is TPA-714-4_R1 the latest recommendation and should the recommendations provided in section 5.1 Preliminary Stormwater Management Design Report be disregarded?	Hydrology	No_Revision	The information presented in the Preliminary Stormwater Management Report is For Information Only. The project design shall be based on the Technical Provision 714 and Technical Provision Attachments. The documents do not contradict each other. During RFP development, it was decided to use a performance based solution in-lieu of prescriptive requirements.
313	TPAs	Hydrology		Please provide FEMA files and HEC-RAS model for Stoops Creek.	Hydrology	Revision	These files will be provided.
314	TPAs	Sustainability	1 of 3	TPA 900-1 - QL1.3 states "Contractor shall submit the Project Safety and Security Plan to SCDOT within 60 days from NTP." 1. There is no description of a "Project Safety and Security Plan" in other RFP Documents. Is this referencing the Safety Management Plan as described in TP 120.2.1? 2. If the answer to 1 above is yes, the requirement "within 60 days from NTP" is inconsistent with table 120-1 of the technical provisions and DBA Section 7.3.	PM	Revision	The requirements in TPA 900-1 - QL1.3 updated to reference the Safety Management Plan and associated submittal schedule in TP 120.
315	TPAs	Sustainability	2 of 3	TPA 900-1 - LD3.2 states "Contractor shall meet the Training requirements per Technical Provision 1000, (24) Section 107." The referenced section does not contain training requirements. Should this reference Technical Provision 1000, (27) Section 107?	PM	Revision	Agreed, file will be updated to reference Technical Provision 1000, (27) Section 107.
316	TPAs	Sustainability	3 of 3	TPA 900-1 - RA1.4 states "Waste Management Plan shall be submitted within 45 days of NTP." 1. There is no description of a "Waste Management Plan" in other RFP Documents. Please provide more details. 2. Please clarify NTP. RFP only defines NTP 1 and NTP 2.	PM	Revision	The Waste Management Plan will be added as a deliverable in TP 900 and further defined there, along with its deliverable schedule. The Waste Management Plan shall be submitted within 45 days after NTP1 - as revised in TPA 900-1.
317	PIP	General		Zip file download under PIP 100-6 (126 Main Rockland Road) contains no files.	Roadway	Revision	Files will be provided
318	PIP	Roadway		The following folders within PIP 200-1 (Roadway CAD) contain no files. 1. 01_Basemapping 2. 04_Phase3CAD -> PDFs 3. 05_InterimLANEConfig -> PDFs	Roadway	Revision	Empty folders will be removed.
319	PIP	Roadway		PIP 200-1 (Roadway CAD) contains a duplicated folder of PIP 200-3.	Roadway	Revision	Duplicated Folder of PIP 200-3 will be removed within PIP 200-1.
320	PIP	Roadway		PIP 200-3 (Phase 3 Profiles) contains no files.	Roadway	Revision	Files will be provided



321	PIP	Hydrology	Page 49-50	Section 8.2 of the Preliminary Management Design Report provided with the project information package summarizes the study on the Stoop Creek Culverts at I-20 and I-26. For the I-20 culvert, the summary states on pg. 49 "The ultimate design selected for the I-20 crossing of Stoop Creek shall result in a reduction of headwater elevations upstream of I-20 or match existing headwater elevations at a minimum." The summary recommendation for the I-26 culvert on pg. 50 is very similar. Could not find this specific language in section TP-714 of the RFP. Is this the intended design criteria to be used for these specific culvert locations although it does not meet all of the standard SCDOT design criteria?	Hydrology	No_Revision	Technical Provision 714 states the design for all structures associated with Stoop Creek to be designed in accordance with the Requirements for Hydraulic Design Studies. The information presented in the Preliminary Stormwater Management Report is For Information Only. The documents do not contradict each other. Designing the documents in accordance with the Requirements for Hydraulic Design Studies will preclude increases in headwater upstream of the project.
322	PIP	Hydrology		Zip file download under PIP 714-7 (CCR Phase 3 Video Pipe Inspections) contains no files.	Hydrology	Revision	These files will be provided.
323	PIP	Hydrology		Zip file download under PIP 714-9 (Phase 3 Stormwater Management Report Appendix A) contains a folder named "Phase 3 Video Pipe Inspections_I-20" with no files.	Hydrology	Revision	PIP 714-9 will be removed from the PIP index, as the Report Appendices have been included in PIP 714-3.



NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS

Carolina Crossroads Phase 3—I-20/26/126 System Interchanges Design-Build Project - Project ID P039720 - Richland and Lexington Counties

RFP FOR INDUSTRY REVIEW #2

Date Posted: 6/8/2023

Non-Confidential Meeting Date: 5/18/2023

						SCDOT	
Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	Response	Explanation
1	RFP	3	9	RFP Section 3.8 contains two lettered list, resulting in two 3.8.a, 3.8.b, and 3.8.c bullets.	PM	No_Revision	No revisions made to contract documents.
2	Agreement_and_TPs	TP-100	3	TP 100.3, Section K begins numbering with 3. Please review.	PM	Revision	Revisions made to contract documents.
3	Agreement_and_TPs	TP-100	4	Lines 10 and 11 of page 4 state "See TP Attachment 100-2 for the location of certain elements listed above." TPA 100-2 only provides approximate locations. Please provide stations for tie ins and hold off areas.	Roadway	Revision	Revisions made to contract documents. Hold off areas have been removed from the contract documents.
4	Agreement_and_TPs	TP-110	13	Remove requirement for submittal of Native Design Files all submittal packages with the exception of RFC Packages.	DM	Revision	Requirement for submittal of Native Design files removed except for RFC Roadway Packages and RFC Bridge Packages
5	Agreement_and_TPs	TP-690	2	Page 2 of Section 690 cites "no light poles shall be installed over the railroad ROW". Avoiding placing poles on RR ROW seems obvious, so this seems to imply to avoid placing poles on bridges which span over RR ROW. Is this correct? Is the DOT willing to accept sub-standard lighting conditions in these areas?	Traffic	No_Revision	No revisions made to contract documents. Continuous lighting shall be provided for all lanes and shoulders crossing railroads.



6	Agreement_and_TPs	TP-690	2	There are locations where the RR ROW butts directly against the proposed shoulder, which may not allow adequate space for a high mast tower to be installed and conventional lighting would be inadequate to light the adjacent roadway cross-section. If necessary, could some equipment hang over the RR ROW, such as a few feet of the tower ring, without the tower being physically installed on their ROW?	Traffic	No_Revision	No equipment will be allowed to hang over the ROW.
7	Agreement_and_TPs	TP-690	2	The lighting limits along Bush River Rd and Independence Blvd extend well beyond the apparent construction limits. There are a significant amount of overhead power lines in these areas, which will likely need to be relocated to maintain minimum clearance requirements between the lines and proposed lighting, adding additional project costs. Is this the intent? Or is the intent to simply install lights directly on the distribution poles?	Traffic	Revision	Revisions made to contract documents. Lighting limits in TP690 have been revised along Bush River Rd including other areas of the project.
8	Agreement_and_TPs	TP-690	2	Are there any decorative lighting requirements anywhere within the project limits? Or is all lighting assumed to be brushed aluminum, including along the side streets (Bush River Rd, etc)?	Traffic	No_Revision	No decorative lighting anticipated at this time. The SCDOT Supplemental Lighting Specification included in the RFP documentation indicates that all Standard poles shall be spun brushed aluminum and that all High Mast poles shall be galvanized steel.
9	Agreement_and_TPs	TP-690	2	Is placement of high mast towers between barrier walls acceptable? If so, what is the minimum acceptable distance between walls which could be assumed? Alternatively, what is the minimum acceptable clearance between the wall and ring when it's lowered?	Traffic	Revision	Revisions made to contract documents. TP690 has been revised to reflect that high mast poles may be installed between two barrier walls, provided there is sufficient room to lower the high mast ring and perform routine maintenance.
10	Agreement_and_TPs	TP-690	2	There are many bridges which create underpasses longer than 80', which may be considered to be a tunnel. Are there any daytime lighting requirements under any of the longer bridges within the project limits?	Traffic	Revision	Language has been added to define when daytime lighting is required at underpasses.



11	Agreement_and_TPs	TP-690	4	The LZ groupings cited on page 4 of Section 690 are a bit confusing. "Hotels, schools, churches and hospitals", which are generally some of the largest ambient light producers are grouped with "multifamily residential areas" in LZ2. Yet, commercial property (which seems should include hotels and hospitals", for instance are defined as LZ3. As some of these LZ2 properties (churches, hotels, etc) may be immediately adjacent to other commercial properties (LZ3), it would make separation of these spill lighting zones very difficult and confusing during design. Would it be possible to more clearly define the areas SCDOT is specifically concerned about spill lighting within the project limits? For instance, provide Sta to Sta on specific alignments, etc?	Traffic	Revision	Revision made to include churches, schools, hotels, and hospitals in the LZ3 requirement. LZ2 will be only for multifamily residential areas.
12	Agreement_and_TPs	TP-690	4	Are there any LZ requirements for the RR ROW properties?	Traffic	No_Revision	No revisions made to contract documents. No LZ requirements anticipated for the RR ROW.
13	Agreement_and_TPs	TP-690	4	What is meant by "tangent sections of roadway greater than 472' in length" as cited on page 4 of Section 690? Does this mean that veiling luminance does not need to be calculated, except in straight sections of roadway which are over 472' in length?	Traffic	No_Revision	That is correct. Veiling luminance calculations can only be calculated on tangent sections and require the point of measurement to be 272' in advance of the calculation zone with the minimum calculation zone being 200'.
14	PIP	General		Please provide As-Built plans for any overlay projects done within the project limits since the project survey was completed.	Pavement	Revision	As-builts will be provided in the Project Information Package.
15	PIP	General		The topo/survey file provided by the client does not show the existing striping lines. Will SCDOT provide a new or updated topo/ survey file?	Roadway	No_Revision	No revisions made to contract documents. All survey information has been provided to-date.
16	Agreement_and_TPs	TP-700	3	Please clarify if the structural evaluation can be based on the original design specifications with a Beta Factor of 1.0 for Live Load + Impact (Standard Specification) or respective load factor for Live Load + Impact for STR II, III, IV & V (LRFD), i.e. STR I would not be evaluated for the interim condition.	Structures	No_Revision	This relief in load factor is only to be allowed if specifically permitted by the relevant specification.



17	PIP	Hydrology		The PIP includes under 714 Hydrology the Phase 3 Report and Appendices CCR_Report_Appendix_B_ExDRNPlans. Please provide survey data for the missing storm systems. For instance there are a number of median storm systems w/ no rims or inverts provided.	Hydrology	No_Revision	No revision to contract documents per this comment. All VPI information has been provided.
18	Agreement_and_TPs	TP-600	16	TP 600.5.3 Final work zone traffic control plans. "Contractor shall submit Work Zone Traffic Control Plans and staging simulations..." Please define "staging simulations" including required submittal content.	Traffic	Revision	TP 600 has been revised in accordance with changes to the ATC section of the ITP.
19	Agreement_and_TPs	TP-714	10	<p>The RFP indicates the following: The Contractor shall design the project to meet the following performance requirements:</p> <p>A. Phase 1 and Phase 2 of the Carolina Crossroads Program were designed assuming drainage areas within the Project area reflect a 20% increase in impervious area. The Contractor is required to fully evaluate all downstream roadway drainage systems in Phases 1 and 2 to ensure the Phase 1 and Phase 2 roadway the SCDOT design criteria for the completion of the Project. If the contractor determines the Phase 1 or Phase 2 roadway drainage system will not satisfy SCDOT design criteria, the Contractor is required notify SCDOT immediately and also reduce stormwater flows as needed to ensure the downstream drainage system will meet SCDOT design criteria.</p> <p>We respectfully request that SCDOT provide the drainage design for phases 1 and 2 to meet this requirement or delete this requirement given the unknowns with these phases under construction.</p>	Hydrology	Revision	<p>Revisions made to contract documents.</p> <p>Section 714.3.1.7 was revised alleviating the Contractor of the potential remediation to the Phase 1 or Phase 2 drainage systems. In the event there is an issue with the Phase 1 or Phase 2 drainage systems, the SCDOT will address potential remediation and the Phase 3 contractor will be required to design Phase 3 drainage to have no increase in design flows at the connection point to Phase 1 or Phase 2 drainage systems.</p>



20	Agreement_and_TPs	TP-714	3	After a review of the project reference documents we request that the owner provides full runoff hydrographs for all storm events for the existing on-site and off-site analysis points as part of the contractual documents. This is standard industry practice to provide consistency among bidders.	Hydrology	No_Revision	No revisions made to contract documents.
21	Agreement_and_TPs	TP-714	6	RFP indicates: Design drainage systems to accommodate stormwater runoff from adjacent phases of the Carolina Crossroads Program and the future fourth through lane on I-20, and ensure that inlets and longitudinal pipes are not constructed under future lanes. Provide inlets along barriers or retaining walls to meet spread requirements for future widening conditions. Need better clarification on the future lanes for drainage design. Does it include the following: *Two Future CSX rails *Future Bridge Widening *St Andrews Bike Lane 4' *Shared Use Path adjacent to Saluda River (12') *I-20EB/WB a future fourth through lane, along with full shoulder widths	Hydrology	Revision	Revisions made to the contract documents. The word 'future' was removed from description of St. Andrews Rd bike lane requirements. No other changes have been made.
22	Agreement_and_TPs	TP-100	7	Line #6-8, "Contractor shall arrange and conduct Project meetings with SCDOT and other parties as agreed upon by the Parties or otherwise in accordance with the Contract, as reflected in ." appears to miss words or phrases at the end. Please complete this sentence.	PM	Revision	Revisions made to contract documents.
23	Agreement_and_TPs	TP-100	4	Line #26-28 states "References to standards, manuals, guidelines, and procedures shall mean the most recent editions adopted by SCDOT in effect on the Setting Date, unless expressly provided otherwise." "the most recent editions" could have significant schedule and cost impacts since the differences may cause significant amount of throwaway work in design and/or construction. Please revise this section to establish a clear cutoff date(s) to all standards, manuals, guidelines, and procedures to mitigate these impacts.	DM	Revision	Revision made to contract documents.
24	Agreement_and_TPs	Agreement	24	Section 4.2.1 states that the Design-Builder bear the risk for "any incorrect or incomplete information resulting from preliminary engineering activities conducted by SCDOT or any other persons", would the SCDOT consider removing this wording as any information provided by the SCDOT in the TPs should be able to be relied upon.	Other	Revision	Revisions made to Section 4.2.1.



25	Agreement_and_TPs	TP-110	17	Section 100.6.5.1 - Starting on Line 34: Please strikeout "Contractor may not assert that SCDOT's rejection of any nonconforming or incomplete submittal packages entitle Contractor to any relief hereunder." Contractor should have the right to dispute unwarranted submittal rejections and obtain warranted relief.	PM	No_Revision	No revisions made to contract documents.
26	Agreement_and_TPs	TP-110	18	Section 110.5.6.1 - Reference to Line 15: "Comments on the Submittals received from parties other than SCDOT are not required to follow the above-described SCDOT comment format." Please note that any third-party that has the right to review and comment on Contractor submittals should have a defined review duration and procedure spelled out in their respective Third-Party agreement. Bidders will need to have visibility to these requirements prior to proposal submission.	PM	No_Revision	No revisions made to contract documents.
27	Agreement_and_TPs	TP-110	19	Section 110.5.6.1 Starting on Line 16, please strike: "No additional compensation or time extension is allowed for any resubmittals." This process should fall under standard DBA relief provisions and subject to dispute resolution.	PM	No_Revision	No revisions made to contract documents.
28	Agreement_and_TPs	TP-110	51	Section 110.6.16 - Starting on Line 7, please strike: "but is not entitled to recover additional time-related costs for the period of concurrency."	PM	No_Revision	No revision to contract documents.
29	Agreement_and_TPs	TP-200	8	Section 200.3.1.11 - St. Andrews Road: roadway to provide sidewalks on both sides of roadway and bridge to tie to existing and must also accommodate future 4-foot bike lanes in both directions. Please provide more details on the scope of this work and the typical section as well as spread requirements for this future stretch of bike lane? Where will the curb be installed?	Roadway	Revision	Revisions made to contract documents. Section 200.3.1.11 revised to remove the word 'future'.
30	Agreement_and_TPs	TP-714	6	Section 714.3.1.4 - Please provide a conditions assessment of all catch basins, inlets and manholes on the project ?	Hydrology	No_Revision	No revision to contract documents per this comment. All VPI information has been provided.



31	Agreement_and_TPs	TP-625	2	Section 625.3.1 - First paragraph on Page 2 states "The Contractor shall include raised pavement markers on the interstate mainline, CD routes, ramps and crossing routes." Does this requirement apply to service roads that do not cross any interstate freeway?	Traffic	Revision	The requirement applies to all roads within the project limits. Revisions made to contract documents.
32	Agreement_and_TPs	TP-650	8	Section 650.4.2 - First paragraph (line #4), please revise "In the event an existing overhead structure is hit and damaged," to "In the event an existing overhead structure is hit and damaged by the Contractor's construction vehicles or equipment,"	Traffic	No_Revision	No revision to contract documents; refer to Force Majeure in Exhibit 1.
33	Agreement_and_TPs	TP-650	8	Section 650.4.3 - First paragraph (line #27-29), please revise "This includes repairing or replacing existing signs and/or posts damaged within project limits prior to construction activity or sign relocation." to "This includes repairing or replacing existing signs and/or posts damaged within project limits by construction activity."	Traffic	No_Revision	No revision to contract documents.
34	Agreement_and_TPs	TP-650	7	Section 650.4.7 - Line #32-34, please clarify statement "The Contractor shall pursue design or fabrication of any overhead sign structure until RFC plans have been reviewed and approved by SCDOT – Traffic Engineering". Should "shall" be replaced with "shall not"?	Traffic	Revision	Revisions made to contract documents.
35	Agreement_and_TPs	TP-675	1	Section 675.1 - Item C, line #14-17. Please add "Repair of any signal related equipment and signal systems not impacted by construction activities requires separate payment by SCDOT."	Traffic	No_Revision	No revision to contract documents.
36	Agreement_and_TPs	TP-625	1	Section 625.3.1 - The first paragraph specifies line width requirements for "Interstate" and "All other crossing route/service road". Is a CD route considered as "Interstate" or "All other crossing route/service road"?	Traffic	Revision	Revisions made to contract documents.
37	Agreement_and_TPs	TP-600	3	TP 600.3.3 states, "Simultaneous closure of multiple I-20 Exit 64 and I-26 Exit 107 ramps shall not be allowed." Will approval of two simultaneous detours be considered if the start of the detours are not on the same mainline/direction and if detour routes will not cross?	Traffic	No_Revision	No revision to contract documents. Details of detours will be evaluated during the ATC process.



38	Agreement_and_TPs	TP-600	3 & 7	Conflicting direction is provided in the referenced TPs(Sections 600.3.4 and 600.3.10). Please clarify if detours and/or closures will be permitted.	Traffic	Revision	Revisions made to contract documents.
39	PIP	General		Please provide copies of all third party agreements to which the Contractor will be required to comply with, to the extent not already provided.	Other	Revision	Revisions made to the contract documents. TP-111 has been updated. SCDOT to provide copies of municipal agreements with the Cities of Columbia and West Columbia, CSX RR Agreement, and templates of the wet and dry MOAs. Copies of the final utility MOAs to be provided to Proposers in an addenda after execution with the individual utilities. Municipal Agreements and CSX RR Agreement to be provided in Technical Provision Attachments in an addenda after agreements have been executed with each agency. Wet and dry MOA templates to be provided as PIP documents.
40	Agreement_and_TPs	TP-700	18	Section 700.4.2 States that "Bridge rehabilitation requirements for existing bridges are summarized in TP 1 Attachment 700-8 with specific requirements and assumptions for the various rehabilitation items." When will the reference documents be released?	Structures	Revision	TPA 700-8 has been released with Industry Review #3.
41	Agreement_and_TPs	TP-140	2	Paragraph 2 states that SCDOT has held a general project information meeting with Utility Companies and additional meetings with Utility Companies were held to review items such as prior rights claims. Will SCDOT provide teams any prior rights information collected to date as well as any final ruling on which utilities have been determined to have prior rights and at what locations.	Utilities	Revision	SCDOT will provide any certified prior rights information collected. TP Section 140.2.5 has been revised.
42	Agreement_and_TPs	TP-110	11	As outlined in TP Section 110.5.2, the Contractor may divide the Project into buildable units to progress the Preliminary Design Submittals per the Contractor's needs. Please clarify if the buildable units that are broken out may continue through the Right of Way, Final and RFC design submissions.	DM	Revision	Revisions made to contract documents.



43	Agreement_and_TPs	TP-110	11	As outlined in TP Section 110.5.2, the Contractor may divide the Project into buildable units which may be a type of work or construction stage. The language in TP 110.5.3 and TP Table 110-2 conflicts with this ability, identifying the acceptable submittals by deliverable, grouping together multiple technical disciplines together. We request revisions to this TP section allowing a buildable unit to be a standalone technical discipline.	DM	Revision	Revisions made to contract documents.
44	Agreement_and_TPs	TP-110	12	TP Table 110-2 identifies Work Zone Traffic Control Plans as their own standalone deliverable for the Right of Way, Final and RFC submittal stages. However, TP Section 200.6.3.D lists Work Zone Traffic Control Plans as a requirement for the Final Roadway Plans. Please remove the Work Zone Traffic Control Plans from the roadway final plans requirement.	Traffic	Revision	Revision made to Section 200.6.3.Q.
45	Agreement_and_TPs	TP-711	1	Section 711.2.2 on pg 1 of Technical provisions states that the geotechnical information in RFP can be used in the design and the project at the contractors discretion, but the accuracy of the data must be verified by the contractor. Please confirm that if the data is relied upon, along with the collection of supplemental data in accordance with the GDM, but a condition not identified in the borings is found during construction, this constitutes a relief event.	Geotechnical	Revision	See revisions to Section 14.4.6 of the DB Agreement.
46	RFP	4	29	Part f title refers to "Notarized Statement of Availability of Key Individuals" and the instructions refer to "The Proposer shall include a written statement from each direct employer, cosigned by Proposer's Project Manager." Would the SCDOT consider changing the heading to Cosigned Statement of Availability of Key Individuals? Or does the DOT require the statement to be both cosigned and notarized?	Other	Revision	No revisions to be made specific to 6(f). A new section 6(g) has been added to require the Proposers to submit proposed liquidated damages for Key Personnel as reflected in the table in Exhibit 5 of the Agreement.
47	RFP	4	23	Technical proposal instructions state: "Charts, tables, and schedules used to explain or expand on the Technical Proposal are to be included within the page limit and shall not be inserted into the appendices." but Appendix A.4 requires the submittal of a CPM Schedule. Please confirm that the CPM schedule should be submitted as an appendix and does not count toward the 30 page limit.	Other	No_Revision	No revision to contract documents. The CPM should be included in App A.4. Appendices do not count toward the page limit.



48	RFP	4	31	Submittal instructions state "Proposals must be submitted separately in two parts, a Technical Proposal and a Cost Proposal." Is it permissible to submit the Technical Proposal in multiple parts/PDFs? For example, a separate PDF for Narrative, Appendix A, Appendix B, and Appendix C?	Legal	No_Revision	A single, compiled pdf is anticipated for the submittal of Technical Proposal.
49	Agreement_and_TPs	TP-200	14	Per TP Section 200.5.1, where tie-in locations are within 1,000 feet of other proposed roadway re-alignment, intersection improvements, or other work along the same road, resurface the existing roadway to create uniform rideability and appearance. Please clarify the specific limits of resurfacing along the existing roadway.	DM	Revision	Revisions made to contract documents.
50	Agreement_and_TPs	TP-600	3	TP 600.3.3 states, "Once frontage roads tied to the existing ramps are severed, they shall not be reconnected." Does this include exit 108A (ramp tied to cross-road)? Can the existing connection be shifted temporarily to a new roadway and remain?	Traffic	Revision	Revisions made to contract documents.
51	Agreement_and_TPs	Agreement	110	We request the following revision to Section 14.1.2.1: "If Contractor determines that a Relief Event has occurred or is imminent, Contractor shall submit a written Relief Event Notice to SCDOT within fifteen (15) seven (7) business days after Contractor became aware of the occurrence or initiation of the Relief Event."	Legal	Revision	Revisions made to contract documents. Revisions made to Section 14.1.3. "Imminent" has been removed and now requires the filing of the Relief Event Notice after the Event has either occurred (like a hurricane) or begins (like a pandemic.) No other suggested have been made.
52	Agreement_and_TPs	Agreement	113	We request the following revision to Section 14.1.2.3: "The nature and scope of the potential claim stated in the Relief Event Notice shall remain generally consistent (except for reductions) for the remainder of the Relief Event claim process..."	Legal	No_Revision	No revision to contract documents to be made per this comment.



53	Agreement_and_TPs	Agreement	114	We request the following revision to Section 14.1.7.1: "If for any reason Contractor fails to deliver such written Relief Event Notice or supplement thereto in substantial compliance with the applicable requirements: (a) Within 4560 days following the date (for purposes of this Section 14.1.7), the 'starting date') on which Contractor first became aware (or should have been aware, using all reasonable diligence) of the Relief Event (or, in the case of a supplement, the new consequences described in Section 14.1.2.3), to the extent SCDOT is demonstrably prejudiced , Contractor shall be deemed to have irrevocably and forever waived and released the portion of any Claim or right to relief for adverse effect attributable to the Relief Event accruing after such 6045 -day deadline and until the date Contractor submits the written Relief Event Notice or supplement thereto; and (b) within 90 days following the starting date, to the extent SCDOT is demonstrably prejudiced , Contractor shall be deemed to have irrevocably and forever waived and released any and all Claim or right to relief for any adverse effect attributable to such Relief Event."	Legal	No_Revision	No revision to contract documents to be made per this comment.
54	Agreement_and_TPs	Agreement	114	We request the following revision to Section 14.1.7.2: "If for any reason Contractor fails to deliver such written Relief Request in substantial compliance with all applicable requirements in Section 14.1.3 within 6045 days after the date of the Relief Event Notice, to the extent SCDOT is demonstrably prejudiced , Contractor shall be deemed to have irrevocably and forever waived and released any and all Claim or right to relief (including extension of the Term) for any adverse effect attributable to such Relief Event."	Legal	No_Revision	No revision to contract documents to be made per this comment.
55	Agreement_and_TPs	Agreement	116	We request the following exclusions be deleted from "Extra Work Costs" and "Delay Costs" in Section 14.2.9.1(b): "31.205-13 (employee morale, health, welfare, food service, and dormitory costs and credits)" and "31.205-35 (relocation costs).	Legal	No_Revision	No revision to contract documents to be made per this comment.
56	Agreement_and_TPs	Agreement	57	Section 6.8.5 makes a reference to section 14.4.4, but it appears that this should reference section 14.4.5. Should this section be referencing 14.4.5?	Legal	Revision	Section 6.8.5 revised to reference section 14.4.5.
57	Agreement_and_TPs	Agreement	57	We request that section 6.8.6.2, which states that ""Notwithstanding any contrary provision of the Contract Documents, Contractor shall not be entitled to any compensation from SCDOT for any SCDOT-Caused Delay arising out of or relating to any Dispute over whether Hazardous Materials are Known or Suspected Hazardous Materials." be deleted.	Legal	Revision	Revision made to section 6.8.6.2, however, maintains no relief if Hazardous Materials are known or suspected. Relief is provided if Hazardous Materials are Unexpected. Exhibit 1 also revised for the addition of Unexpected Hazardous Materials.



58	Agreement_and_TPs	Agreement	11	<p>We request the following revision the definition of "Contractor Release of Hazardous Materials" as follows:</p> <p>"Contractor Release of Hazardous Materials" means:</p> <p>(a) Release(s) of Hazardous Material, or the exacerbation of any such release(s), attributable to the culpable actions, culpable omissions, negligence, intentional misconduct, or breach of applicable Law or contract by any Contractor-Related Entity;</p> <p>(b) Release(s) of Hazardous Materials arranged to be brought onto the Site or elsewhere by any Contractor-Related Entity, attributable to the culpable actions, culpable omissions, negligence, intentional misconduct or breach of applicable Law regardless of cause; or</p> <p>(c) Use, containment, storage, management, handling, transport and disposal of any Hazardous Materials by any Contractor-Related Entity in violation of the requirements of the Contract Documents or any applicable Law or Governmental Approval."</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.
59	Agreement_and_TPs	Agreement	57	Section 6.8.6.1 makes a reference to section 6.8.7, but it appears that this should reference section 6.8.9. Should this section be referencing 6.8.9?	Legal	Revision	Section 6.8.6.1 revised to reference section 6.8.9.
60	Agreement_and_TPs	Agreement	30	We request to clarify that third-party agreement requirements, which are provided post Cost Proposal submission, are Relief Events.	Legal	Revision	The City of Columbia and City of West Columbia municipal agreements are being provided as TPAs in addendum #3. The CSX Railroad Agreement is anticipated to be provided prior to the last addendum. Relief would be provided should this agreement not be available until after cost proposals.
61	Agreement_and_TPs	Agreement	118	<p>We request the following revision to section 14.4.3 as follows:</p> <p>14.4.3.1 Contractor shall not be entitled to any Claim for Extra Work Costs directly relating to Utility Company Delay, except for Extra Work Costs allowable under Section 14.8.3 to mitigate Delay Costs.</p> <p>14.4.3.2 Contractor is responsible for the amount equal to the Delay Costs for the first 60 days of delay to the Critical Path due to each separate occurrence of a Utility Company Delay, subject to an aggregate cap of 180 days.</p> <p>14.4.3.23 Contractor shall not be entitled to any Claim for Delay Costs directly relating to a Utility Company Delay described in clause (c) of the definition of Utility Company Delay unless the applicable Utility Agreement precludes an adequate damages remedy to Contractor for Utility Company delays.</p> <p>14.4.3.34 Contractor shall be entitled to Completion Deadline adjustment for delay to the Critical Path that is directly attributable to Utility Company Delay.</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.



62	Agreement_and_TPs	Agreement	34	We request the following revision to section 5.12.1 as follows: Contractor shall not be entitled to any increase in the Contract Price or any Completion Deadline adjustment as a result of: (a) Site conditions associated with any Contractor-Designated ROW, Additional ROW, or Additional Areas (including those relating to Hazardous Materials, Differing Site Conditions or Utilities); and (b) any delay, inability or cost associated with the acquisition of any Contractor-Designated ROW, including Contractor-Designated ROW required to implement any ATCs, Additional ROW, or Additional Areas.	Legal	Revision	Revisions made to contract document; however, not those as specifically suggested in comment.
63	Agreement_and_TPs	Agreement	110	We request the following revision to section 14.1.1.3(b) as follows: (b), "Contractor shall bear the burden of proving that a Force Majeure Event exists, that it impacts the critical path of the project, and Contractor could not have reasonably worked around the condition, including resequencing, relocating, or redeploying its forces to other portions of the Project or other activities unrelated to its work , so as to avoid additional delay or cost."	Legal	No_Revision	No revision to contract documents to be made per this comment.
64	Agreement_and_TPs	Agreement	135	Can cure periods for certain defaults be extended if Contractor is diligently proceeding to cure the default?	Legal	Revision	Revisions made in design-build agreement to allow extensions in periods of time for categories that allow for a cure period.
65	Agreement_and_TPs	Agreement	158	We request that the following language be deleted from Section 21.2(d): "", and failure of Contractor to comply with either such process in all material respects as to any Dispute or Claim shall constitute a failure to diligently pursue and exhaust such administrative procedures and remedies and shall operate as a bar against the Dispute or Claim."	Legal	No_Revision	No revision to contract documents to be made per this comment.
66	Agreement_and_TPs	Agreement	122	Application of insurance proceeds for Extra Work Costs and Delay Costs is impracticable in the event of a claim. As such, will SCDOT delete Section 14.5.2? Alternatively, will SCDOT cap the insurance proceeds for Extra Work Costs and Delay Costs to what an insurance carrier pays under an insurance policy Contractor is required to obtain pursuant to Article 11 up to the requisite insurance policy's coverage limits, as specified in Exhibit 7?	Legal	No_Revision	No revision to contract documents to be made per this comment.
67	Agreement_and_TPs	Agreement	58	As drafted, the passage of title upon the sooner to occur of "incorporation into the Project" or "payment by SCDOT to Contractor" may result in unintended tax consequences (e.g., sales occurring in other jurisdictions, resulting in the imposition of unintended sales tax, etc.). A such, will SCDOT adopt the proposed changes below to second sentence of Section 6.9? 6.9 Title to all such materials, equipment, tools and supplies which are delivered to the Site shall pass to SCDOT, free and clear of all Liens, upon delivery to the Site the sooner of: (a) incorporation into the Project, or (b) payment by SCDOT to Contractor of invoiced amounts pertaining thereto.	Legal	No_Revision	No revision to contract documents to be made per this comment.



68	Agreement_and_TPs	Agreement	14	We request that the time period within which SCDOT must notify Contractor that a Submittal is incomplete be shortened to no more than 5 business days. As it currently is written, the Contractor will have to essentially plan for 30 business days for each Submittal (15 days for a potential notification from SCDOT that the Submittal is incomplete, and then 15 days for review of a completed Submittal).	Legal	No_Revision	No revision to contract documents to be made per this comment.
69	Agreement_and_TPs	Agreement	15	The Contractor needs to be able to rely on SCDOT's timely approval or rejection, or approval or disapproval, of Submittals. SCDOT should be required to provide a response within the time period prescribed by Section 3.1.2, and failure to do so should constitute a Relief Event.	Legal	No_Revision	No revision to contract documents to be made per this comment.
70	Agreement_and_TPs	Agreement	16	We request that subsection (c) of Section 3.1.7.1 be struck. The phrase "could constitute a breach of any applicable standard of care" has no definition and is vague. Per subsection (b), SCDOT already has grounds for rejecting or disapproving of a submittal that does not comply with Good Industry Practice, which we believe is sufficient.	Legal	No_Revision	No revision to contract documents to be made per this comment.
71	Agreement_and_TPs	Agreement	16	We request the following revisions to subsection (f) of Section 3.1.7.1: "In the case of a Submittal that is to be delivered to a Governmental Entity as a proposed Governmental Approval, or in order to obtain, modify, amend, supplement, renew, extend, waive or carry out a Governmental Approval, it proposes commitments, requirements, actions, terms or conditions that are (i) inconsistent with the Contract Documents, the Project Management Plan (or component plans thereunder), applicable Law, or the requirements of Good Industry Practice, or SCDOT practices for design-build contracting, or (ii) not usual and customary arrangements that SCDOT offers or accepts for addressing similar circumstances affecting its projects (except if usual and customary for SCDOT regarding its projects delivered via public-private contracting)."	Legal	No_Revision	No revision to contract documents to be made per this comment.
72	Agreement_and_TPs	Agreement	36	It appears that the references to Art. 14 are incorrect. This section should reference 14.4.3 (Utility Company Delays) and 14.4.4 (Inaccurate Utility Information).	Legal	Revision	Section references within section 5.16.1.2 have been revised accordingly.
73	Agreement_and_TPs	Agreement	46	Please strike "free from Defects" from Sec. 6.2.1, or revise to make clear that the requirement that the Work be free from Defects applies only to the Construction Work, and not the Design Work or the Design Documents. A requirement that professional design services be "free from defects" is not insurable under A&E professional liability policies, and is inconsistent with what is customary in the industry.	Legal	No_Revision	No revision to contract documents to be made per this comment.
74	Agreement_and_TPs	Agreement	47	Please strike subsection (h) from Sec. 6.2.1. The requirement that the Work be performed in accordance with "all other safety, environmental and other requirements" is vague, particularly given that this section already requires the Contractor to perform the work in accordance with the Contract Documents (subsection (a)), all Laws (subsection (d)), and the requirements, terms and conditions set forth in all Governmental Approvals (subsection (e)).	Legal	No_Revision	No revision to contract documents to be made per this comment.



75	Agreement_and_TPs	Agreement	146 - 149	Because the liquidated damages are to be a fair estimation of SCDOT's damages for late completion, there should be no carveout for damages SCDOT incurs due to third-party delay claims. Can Section 19.1.3(f) be deleted and Section 20.1 (Indemnity by Contractor) be revised to only require Contractor's indemnity of SCDOT in the event of third-party tort claims for bodily injury (including death) or damage to tangible property, and then, only to the extent of Contractor's negligence?	Legal	No_Revision	No revision to contract documents to be made per this comment.
76	Agreement_and_TPs	Agreement	122	Sections 14.6.1 and 16.4.3.4 of the Contract seems to be in conflict with TP Section 110.6.16(G) and Special Provision Section 108.	Legal	Revision	Section 16.4.3.4 has been deleted from agreement and will be reflected in a future addenda. SP108 - Evaluation of Delays has been deleted and will be reflected in addendum #3. TP110.6.16(G) has been revised and will be reflected in addendum #3.
77	Agreement_and_TPs	Agreement	171	Section 23.2.1(b) references Exhibit 14 which does not appear in the documents, Subsection (d) references Subsection (c) which is reserved. Please clarify where these sections are intended to reference.	Legal	Revision	Exhibit 14 is being reviewed and will be provided with future addenda to the Final RFP. Section 23.2.1(d) has been revised. The revisions will be reflected in a future addenda.
78	Agreement_and_TPs	Agreement	135	Please remove Section 18.1.1 (a) as late or delayed delivery will be covered by liquidated damages.	Legal	No_Revision	No revision to contract documents to be made per this comment.
79	Agreement_and_TPs	Agreement	135	Please insert the word "Materially" after the word "Comply" in section 18.1.1 (f)	Legal	No_Revision	No revision to contract documents to be made per this comment.



80	Agreement_and_TPs	Agreement	149	<p>Please consider the following key Change:</p> <p>19.7 Limitation on Contractor’s Liability</p> <p>19.7.1 Notwithstanding any other provision of the Contract Documents, to the extent permitted by applicable Law, SCDOT will not seek indemnification and defense under Section 20 or to recover damages from Contractor <u>in connection with resulting from breach of</u> this Agreement with respect to the D&C Work (whether arising in contract, negligence or other tort, or any other theory of law) in excess of the sum of \$[] (which <u>amount shall specifically include any Liquidated Damages paid with respect to the D&C Work</u>); <u>provided, however, the foregoing limitation of liability shall not apply to the following:</u></p> <p>19.7.1.1 Costs reasonably incurred by SCDOT, or any Person acting on SCDOT’s behalf, to complete or correct the D&C Work, or have the D&C Work completed or corrected by another Person, in excess of the sum otherwise payable to Contractor under this Agreement for the D&C Work, including the cost of the work required or arising under the D&C Warranties;</p> <p>19.7.1.2 Amounts paid by or on behalf of Contractor with respect to the D&C Work that are covered by insurance proceeds an insurance carrier pays under an insurance policy Contractor is required to obtain, including any amounts Contractor is deemed to self-insure pursuant to Article 11 Section 11.2.4 up to the requisite insurance policy’s coverage limits, as specified in Exhibit 7;</p> <p>19.7.1.3 Losses incurred by any Indemnified Party relating to or arising out of Contractor’s indemnities set forth in Section 20.1 or elsewhere in the Contract Documents, related to the D&C Work; and</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.
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81	Agreement_and_TPs	Agreement	150	<p>Please Consider the Following Key Change:</p> <p>19.8 Limitation on Consequential Damages</p> <p>19.8.1 Notwithstanding any other provision of the Contract Documents and except as set forth in this Section 19.8.1 and in Section 19.8.2, to the extent permitted by applicable Law, neither Party shall be liable to the other for punitive damages or indirect or incidental consequential damages, whether arising out of a breach of this Agreement, tort (including negligence) or any other theory of liability, and each Party hereby releases the other party from any such liability.</p> <p>19.8.2 The foregoing limitations on Contractor’s liability for consequential damages shall not apply to or limit any right of recovery SCDOT may have respecting the following:</p> <p>(a) Losses (including defense costs) to the extent (i) covered by the proceeds of insurance <u>carrier pays such Losses under an insurance policy</u> Contractor is required to obtain be carried pursuant to Section 11 up to the requisite insurance policy’s coverage limits, as specified in Exhibit 7, and (ii) covered by the proceeds of insurance actually carried by or insuring any Contractor Related Entity under policies solely with respect to the Project and the Work, regardless of whether required to be carried pursuant to Section 11, or (iii) Contractor is deemed to have self-insured the Loss pursuant to Section 11.2.4;</p> <p>(b) Losses arising out of fraud, criminal conduct, or <u>willful/intentional</u> misconduct (which does not include any intentional Default Event), recklessness, bad faith or gross negligence on the part of any Contractor Related Entity;</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.
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82	Agreement_and_TPs	Agreement	151	<p>20.1 Indemnity by Contractor</p> <p>20.1.1 Subject to Section 20.1.6 and to the extent of any Contractor-Related Entity's negligence, Contractor shall (i) defend, release, protect, indemnify and hold harmless the Indemnified Parties from and against any and all claims, causes of action, suits, judgments, investigations, legal or administrative proceedings, and demands <u>asserted in tort</u>, and (ii) indemnify the Indemnified Parties from any ensuing Losses, in each case if asserted or incurred by or awarded to any third party <u>for bodily injury (including death) or damage to tangible property</u>, arising out of, relating to or resulting from:</p> <p>(a) The breach or alleged breach of any of the Contract Documents by any Contractor-Related Entity;</p> <p><u>20.1.2 Subject to Section 20.1.6, Contractor shall (i) defend, protect, and hold harmless the Indemnified Parties from and against any and all claims, causes of action, suits, investigations, legal, or administrative proceedings, and (ii) indemnify the Indemnified Parties from any ensuing fines or penalties for</u>(b) the failure or alleged failure by any Contractor-Related Entity to comply with the Governmental Approvals, any applicable environmental laws or other Laws (including laws regarding Hazardous Materials Management).;</p> <p><u>20.1.3 Subject to Section 20.1.6, Contractor shall (i) defend, protect, and hold harmless the Indemnified Parties from and against any and all claims, causes of action, suits, and demands, and (ii) indemnify the Indemnified Parties from any ensuing Losses awarded to any third party for</u>(c) Any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions in performance of the Work, or arising out of any use in connection with the Project of methods, processes</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.
83	Agreement_and_TPs	Agreement	137	Please Change Article 18.1.1(v) to: "Contractor makes a Material Breach of the Contract Documents"	Legal	No_Revision	No revision to contract documents to be made per this comment.
84	Agreement_and_TPs	Agreement	85	Article 11.1.2 requires each of the required insurance policies be maintained for the duration of the Project, including the warranty periods. Builders' risk insurance ends the sooner of Substantial Completion or when the work is put to its intended use. Builders' risk is not commercially available during warranty periods on the completed Project. Please clarify to recognize this exception.	Legal	Revision	Section 11.1.2 revised to accept Builders Risk from the warranty period and revised Section 11.1.20 to allow Builders Risk to end at Substantial Completion.
85	Agreement_and_TPs	Agreement	118	<p>If (i) a Governmental Entity refuses to grant right-of-way or (ii) eminent domain does not work for Contractor-Designated ROW, Contractor should be entitled to make a Relief Event claim as a matter of equity. As such, will SCDOT delete Section 14.4.2? And, as part of this change, will SCDOT adopt the proposed changes below to the definition of a SCDOT-Caused Delay?</p> <p>(d) Failure or inability of SCDOT to make available for construction to Contractor any Project ROW by the respective time set forth for each Parcel in the Project ROW as set forth in Section 14.4.2 of the Agreement or in approved Alternative Technical Concepts provided that "make available for construction" means that..."</p>	Legal	No_Revision	No revision to contract documents to be made per this comment.



86	Agreement_and_TPs	Agreement	137	Section 18.1.2 specifies whether there is a cure period or no cure period for a default under Section 18.1.1. However, Section 18.1.1(g) is not addressed in Section 18.1.2 (i.e., whether there is a cure period or no cure period). Will SCDOT provide clarification as to whether there is a cure period or no cure period for a default under Section 18.1.1(g)? And, if there is a cure period for a default under Section 18.1.1(g) will SCDOT specify what that cure period is?	Legal	No_Revision	No revision to contract documents to be made per this comment. Bonds and insurance are required at the time of contract execution. Therefore, there is no cure period for this item of breach.
87	Agreement_and_TPs	Agreement	137	For defaults with a cure period under Section 18.1.2, the cure period may not provide enough time for Contractor to cure the default. So, will SCDOT modify the defaults with a cure period under Section 18.1.2 to alternatively provide for something akin to the following: "or such reasonable longer period during which Contractor diligently pursues the cure"?	Legal	No_Revision	No revision to contract documents to be made per this comment.
88	Agreement_and_TPs	Agreement	8	As drafted, the exclusions for a Change in Law essentially render it meaningless, even though such events are outside of Contractor's control. Accordingly, will SCDOT modify Exhibit 1 – Change in Law - as provided below? "Change in Law" means: (a) The adoption of any Law by a Government Entity of the State after the Setting Date; or (b) Any change in the Law of the State, or in the interpretation or application thereof by any Governmental Entity of the State, after the Setting Date, in each case that is materially inconsistent with Laws of the State in effect on the Setting Date. The term "Change in Law" excludes: (a) Any new or change in Federal, South Carolina or local Law; (b) Any change in, or new, Law of the State that also constitutes or causes a change in, or new, Utility Adjustment Standards; (c) Any change in, or new, Law passed or adopted but not yet effective as of the Setting Date; and (b) Any change in, or new, Law of the State relating to taxes based on net income or equity Contractor's general business operations, including licensing and registration fees, income taxes, gross receipts taxes, property taxes, sales taxes, sales and use taxes, social security, Medicare, unemployment and other payroll related taxes.	Legal	Revision	Revisions made to 'Change in Law' defined term, although not as extensive as suggested in comment.



89	Agreement_and_TPs	TP-110	19	<p>Per TR Section 110.5.6, Contractor shall not submit a subsequent stage submittal until all comments are resolved in the previous stage submittal. Contractor shall revise design deliverables and upload utilizing SCDOT's EDMS for verification to allow SCDOT to close review comments.</p> <p>Between the comment response process and as-needed Comment Review Meetings, all comments should be understood and able to be addressed without additional submittals. Requiring an unknown number of resubmissions will impact the delivery schedule as the number of submissions may double and forward progress is impacted. Please consider striking lines 8-14, requiring all comments to be closed via resubmissions of the Final Design submittal.</p>	DM	No_Revision	This criteria in TP Section 110.5.6.1 is not intended to limit the number of submittals allowed per TP Section 1105.6.3; it's simply stating that, for example, Final Plans may not be submitted until all Preliminary Plan comments are 'Resolved' status.
90	Agreement_and_TPs	TP-110	10	Section 110.5.1 of the TP's indicates that the project is to be delivered in U.S. Survey Feet, however the USGS and SCDOT websites seem to indicate that South Carolina is an International foot state. Should the project use U.S. Survey Feet or International Feet?	DM	Revision	Section 110.5.1 will be revised. SC uses international feet.
91	PIP	General		Will the photography from the 2020 Mobile LiDAR collection be provided?	Other	No_Revision	No. Photography was not included in the scope of work. Proposers may contact ESP (Daniel Hill at 803-802-2440) to purchase any photos that were obtained by ESP.
92	PIP	General		Does SCDOT have any additional survey data that will be provided such as surveys of drainage systems and channels, median areas, or as-built surveys of previous projects?	Other	No_Revision	Additional surveys are provided in the PIP. No other survey information is available. No additional surveys will be performed by SCDOT. Any as-built plans of projects that are complete, are available on plans library.
93	PIP	General		Does SCDOT plan on gathering any additional survey data to be provided for use in this pursuit?	Other	No_Revision	Any additional survey information deemed necessary for completing the project would be the responsibility of the Proposer.
94	PIP	General		Is the full, calibrated raw data set available for the 2020 Mobile LiDAR or the 2009 Aerial LiDAR?	Other	No_Revision	The calibrated lidar data is available for paved surfaces and includes above ground features (e.g. bridges and signs). The lidar data outside of paved surface is was retained by the mobile lidar consultant and can be purchased by the Proposer from ESP (Daniel Hill 803-802-2440).
95	PIP	General		Is the intent that the collected and provided LiDAR be used for final design, or should Contractors plan on re-collecting additional survey data for the basis of our final design?	DM	No_Revision	TPA information can be relied upon but it is the responsibility of the Contractor to identify any errors in accordance with Article 1.5.1.



96	PIP	General		Will As-Built drawings from previous phases of construction be provided?	DM	Revision	As-built plans of Contract ID 5154650 are provided in Project Information Package.
97	PIP	General		In this phase there are no NGS monuments to base the elevation runs on that are included in the published control network. However the NGS network shows 4 monuments along the I-20 corridor between the 20/26 interchange and the 20/378 interchange. If recovered can these be used to validate the elevation network?	DM	No_Revision	Several NGS monuments used in the 2009 and 2019 mapping projects. Project Localization Monuments were set in 2019 to preserve the 2009 and 2019 mapping project's horizontal and vertical datums. The 2018 project control should not be used for construction or verification.
98	PIP	General		Can these same 4 monuments be used to verify the horizontal network?	DM	No_Revision	Several NGS monuments used in the 2009 and 2019 mapping projects. Project Localization Monuments were set in 2019 to preserve the 2009 and 2019 mapping project's horizontal and vertical datums. The 2018 project control should not be used for construction or verification.
99	PIP	General		What tolerance will be allowed in the existing network before it is required to establish new control values if needed?	DM	No_Revision	Consultant should use industry standard tolerances when establishing project survey control.
100	PIP	General		I-20 was overlayed between US 378 and Broad River Road and was completed back in 2020. LIDAR on that section was done in or about the same time. Was the LIDAR done post overlay? Also we cannot locate the As Builts for that section. Can they be provided?	DM	Revision	LIDAR was performed before the overlay. As-built documents of Contract ID 5154650 will be provided.
101	PIP	General		Can SCDOT please confirm all of the LIDAR was merged into the overall TIN file provided with the RFP?	DM	No_Revision	LIDAR information was not merged with other data.



NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS

Carolina Crossroads Phase 3—I-20/26/126 System Interchanges Design-Build Project - Project ID P039720 - Richland and Lexington Counties

RFP FOR INDUSTRY REVIEW #3

Date Posted: 6/8/2023

Non-Confidential Meeting Date: 5/18/2023

							SCDOT	
Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	Response	Explanation	
1	PIP	Hydrology	Page 49-50	<p>The previous response to question 321 from IR1 NCQ indicates that the Department intends for the Stoop Creek culvert crossings at I26 and I20 to be designed in accordance with the Requirements for Hydraulic Design Studies. We agree bringing these crossings up to standard criteria would alleviate some of the headwater issues upstream of St Andrews/I-26 but could have major implications in the flooding of the downstream properties which is not addressed in the response provided. Currently there is a significant number of properties and structures within the 100 year flood zone that would potentially be impacted by even a small rise to the water surface elevation. In addition, there are multiple bridge crossings below the Stoop Creek crossing at I-20 that are currently overtopping. Any increase in discharge from opening up the crossings, could potentially have adverse impacts at these structures. This potentially adds significant cost, liability, and risk to the project. Would the department consider allowing these crossings to be retained with some supplemental crosslines to improve the current condition, but allow some design variance from standard criteria?</p> <p>If the Department insist that Stoop Creek culvert crossings at I26 and I20 to be designed in accordance with the Requirements for Hydraulic Design Studies, then we respectfully request a workshop / conference call to discuss this matter further.</p>	Hydrology	Revision	<p>Revisions have been made in TP714 to address changes associated with Stoop Creek crossing.</p> <p>SCDOT will hold a workshop with proposers to discuss the concerns and RFP requirements associated with the Stoop Creek crossings and watershed.</p>	
2	Agreement_and_TPs	TP-200	17	<p>TP Section 600.5.2 requires the Contractor to submit the Conceptual Work Zone Traffic Control Plans with the Right of Way Package Submittal. Please strike this requirement to align with the TP Section 200.6.3.C requirements. Additionally, please update the Table 600-6 Deliverable Schedule to indicate the Conceptual Work Zone Traffic Control Plans will be delivered per the CPM schedule.</p>	Roadway	No_Revision	<p>There is no conflict between TP Section 600.5.2 and TP Section 200.6.3. The WZTC deliverables are required to be submitted concurrently with the corresponding Roadway Package in accordance with TP 110.5.4.J. The WZTC deliverables submittal schedule shall be in accordance with Table 200-5 and Table 600-6 worked together.</p>	
3	Agreement_and_TPs	TP-650	7	<p>TP Table 650-1 requires the Contractor to submit the RFC Signing Plans with the RFC Roadway Package Submittal. Please strike this requirement to align with the TP Section 200.6.3.F requirements.</p>	DM	No_Revision	<p>There is no conflict between TP Table 650-1 and TP Section 200.6.3. The RFC Signing Plans are required to be submitted with the RFC Roadway Plans, which are part of the RFC Roadway package per TP 110.5.3.F.</p>	



4	Agreement_and_TPs	TP-690	7	TP Table 690-1 requires the Contractor to submit the RFC Lighting Plans with the RFC Roadway Package Submittal. Please strike this requirement to align with the TP Section 200.6.3.F requirements.	DM	No_Revision	There is no conflict between TP Table 690-1 and TP Section 200.6.3. The RFC Lighting Plans are required to be submitted with RFC Roadway Plans, which are part of the RFC Roadway package per TP 110.5.3.F.
5	Agreement_and_TPs	TP-600	6	TP 600.3.6 section states, "The hourly lane closure prohibitions in TP Section 600.3.5 may be modified based on traffic data collected from the project site...". Will modifications to the hourly lane closure prohibitions in TP Section 600.3.4 be allowed as well?	Traffic	No_Revision	Temporary modifications to Primary and Secondary lane closure prohibitions may not be modified based on volume data.
6	Agreement_and_TPs	TP-600	7	TP 600.3.7 specifies that splitting same-direction through traffic is not allowed on the Interstate mainline lanes. Will splitting same-direction through traffic be allowed on other facilities such as ramps, local roads, etc?	Traffic	No_Revision	No revision to contract documents per this comment. Splitting travel lanes of other facilities would require the approval of the RCE.
7	Agreement_and_TPs	TP-714		With respect to drainage design both riverine/floodplain and storm drainage, will third party reviewers be part of the review cycle for the project or will SCDOT be the sole reviewer if project work is within SCDOT ROW? Will third party reviewers be part of the review cycle for the project or will SCDOT be the sole reviewer if project work is outside of SCDOT ROW for example floodplain coordination or connection to existing third party storm system?	Hydrology	No_Revision	Contractor should anticipate coordination with third party reviewers as a part of the work as described in the Contract Documents.
8	Agreement_and_TPs	TP-714		After a review of the RFP documents we were unable to find any significant phase 3 drainage design . There are some limited phase 3 drainage design elements such as preliminary offsite hydrology and some HY-8 culvert and Hec-Ras data. Please provide a phase 3 drainage design.Please provide electronic files including: <ul style="list-style-type: none"> - Drainage report and supporting calculations - outfall locations - Hydrologic calculations - Hydraulic calculations - Geopak files and supporting calculations - Drainage Plans, profiles and details -Other pertinent information to understand the phase 3 design. 	Hydrology	No_Revision	The Project Information Package includes the following: (1) Project Mapping, (2) Existing Drainage Information, (3) Watershed Delineations, (4) Preliminary Pre- versus Post-Construction Analysis at Project Outfalls, (5) Video Pipe Inspection Data, (6) Cross-Line Studies, and (7) a Field Inspection Summary. The Project Information Package also includes HY8 files and available HEC-RAS files for the Saluda River, Senn Branch, and Stoop Creek. The data included in the Project Information Package encompasses the extent of the data available for the Phase 3 project and was provided for information only.
9	TPAs	Geotechnical		SCDOT provided the Baseline Geotechnical Report. Please provide the gINT digital files for the boring logs.	Geotechnical	No_Revision	See Project Information Package document 711-2



10	Agreement_and_TPs	TP-680	3	<p>Last paragraph of Section 680.3 states "Analysis shall be provided for AM and PM time periods, in the year 2040". Also in the same section it states "The Contractor shall conduct traffic analysis for MOT staging when requesting temporary lane closure, ramp closures, and moving/revising access points".</p> <p>Please advice for MOT staging analysis, if the projected traffic volumes of the construction year can be used? and what would be the performance criteria?</p>	Traffic	No_Revision	Construction year volumes may be utilized and results to be evaluated by SCDOT.
11	Agreement_and_TPs	TP-680	7	<p>Section 600.3.6 states "the Contractor can demonstrate via a traffic technical memo that vehicle volumes on the interstate do not exceed 1,200 vehicles per hour per lane per direction during the proposed time adjustment in accordance with SCDOT Engineering Directive 32 (ED-32)"</p> <p>Please advise if additional traffic operations analysis (MOT Staging analysis) is required to modify hourly lane closure prohibitions.</p>	Traffic	No_Revision	If the Contractor's technical memo confirms that interstate volumes do not exceed 1,200 vph per lane per direction during the proposed time adjustment, then no further analysis is needed to modify hourly closure prohibitions.
12	Agreement_and_TPs	TP-714		<p>LEXINGTON COUNTY LAND DEVELOPMENT MANUAL section 11.6.2 Dam Breach indicates: "...Analysis Within Lexington County, development downstream of any dam requires a dam breach analysis with the subsequent inundation zones determined by a dam breach hydrograph and flood routings..."</p> <p>We don't believe a dam breach is part of the scope of the project requirement for phase 3? Please confirm.</p>	Hydrology	No_Revision	A dam breach analysis is not part of the scope of the project. Refer to TP714 for hydraulic design requirements.
13	TPAs	Environmental	160-4	<p>The RFP TP Attachment 160-4 indicates "...Detailed hydraulic and hydrologic studies for each bridge crossing will be performed to determine the correct sizing of bridges and culverts. The project will be designed to be consistent with local floodplain development plans. Prior to construction activity in the area, coordination with Dominion Energy and Federal Energy Regulatory Commission (FERC) will be required for the Lower Saluda River floodway crossings due to its function as part of a hydroelectric facility..."</p> <p>What coordination has taken place with FERC and Dominion Energy to date by SCDOT? What coordination is expected with FERC and Dominion Energy during final design?</p>	Hydrology	No_Revision	The SCDOT has completed coordination with Dominion Energy through the right-of-way acquisition process for the project. Dominion Energy performed their coordination with FERC due to the changes to their Project Boundary. No further coordination will be required unless Contractor Designated Right of Way or Additional Right-of-Way is obtained from Dominion Energy or the proposed project impacts flow conditions to Dominion Energy owned property outside of the SCDOT right-of-way.



14	TPAs	Environmental	160-4	Please provide examples of any restrictions required by FERC and Dominion Energy for Phases 1 and 2 of Carolina Crossroads Program? Would similar restrictions be in place for Phase 3.	Hydrology	No_Revision	Dominion Energy is required to obtain approval from FERC for any right-of-way acquisitions from the SCDOT or changes in flow conveyance along the Saluda River in Dominion Energy's Project Boundary. The SCDOT has completed coordination with Dominion Energy through the right-of-way acquisition process for the project. No further coordination will be required unless additional right-of-way is obtained from Dominion Energy or the proposed project impacts flow conditions to Dominion Energy owned Property Boundary outside of the SCDOT right-of-way.
15	Agreement_and_TPs	TP-200	6	Line #3 on Page 6 reads, "All crossroad tie-in locations shall not degrade the existing conditions." Please clarify how SCDOT will define degrading existing conditions.	Roadway	Revision	See TP200 for revisions. All crossroad tie-in locations shall be designed to meet either the proposed design criteria or existing conditions.
16	RFP	4	25	There appears to be a typo in statement "Improvements to the length for weaving or elimination of the weave segment for traffic entering from I-20 WB to I-26 EB ramp from traffic entering from I-20 EB to I-26 EB" because the two movements in this statement do not form a weave segment - they are both merging onto I-26 EB. Please clarify.	Roadway	Revision	Revisions made to the Instructions per comment.
17	Agreement_and_TPs	TP-650	2	Line #21-23 states "All signs not erected as part of Phases 1 and 2 shall be replaced except for Logo signs which will typically be retained and relocated". Do existing signs that are not impacted by the Project and remain valid still need to be replaced? If they do need to be replaced, do associated sign posts and overhead sign structures also need to be replaced regardless their remaining structural life?	Traffic	No_Revision	No revision to contract documents per this comment. All signs and supports as indicated on the concept signing plan (TPA 650-1) shall be replaced. Sign and sign supports not shown on the concept signing plan but within the project limits or relevant to the project shall be replaced.
18	RFP	4	27	What is the definition of a "steep grade" under Design Criteria for "Reducing steep grades on interstate mainlines."?	Roadway	Revision	Design criteria maximum grade is 4% and 1% additional is allowed due to the congested urban area. There is also an existing 5% grade on I-26. Keeping grades below 4% would be desirable. Therefore, a revision has been made to read "Reducing the length of grades over 4% on interstate mainlines."
19	Agreement_and_TPs	Agreement	23	Per the DBA language, Contractor is responsible for assuring that all software it uses for any aspect of the Project is compatible with software used by SCDOT. Please provide a list of software SCDOT will be using for the Phase 3 project.	DM	No_Revision	SCDOT software requirements for CCR Phase 3 are provided throughout the Technical Provisions and other contract documents.



20	Agreement_and_TPs	Agreement	23	Per the DBA language, Contractor shall provide to SCDOT staff, at Contractor's cost, working electronic copies of the software, any necessary licenses for SCDOT's use of the software required under Section 22.7.3.1, and any training reasonably necessary to assure that SCDOT is able to implement compatible usage of all software utilized by Contractor. Please clarify how many licenses and users this request may apply to.	DM	No_Revision	The software and application will determine the number of licenses required.
21	Agreement_and_TPs	TP-200	3	The RFP lists the required outside shoulders along St. Andrews Road as "2 feet curb & gutter and 6.0 feet (minimum) shelf. Provide 5.0 feet wide (minimum) sidewalk in both directions." Per SCDOT Roadway Design Manual Figure 16.2-E, we understand a 6' shelf is used when there is no sidewalk. Please clarify if the intent along St. Andrews Road is for both a 6' shelf and 5' sidewalk, totaling 11' behind the back of curb, on both sides of the road.	Roadway	No_Revision	A 6' width measured from the back of curb is the standard width inclusive of a sidewalk or with no sidewalk constructed. In areas where sidewalk is constructed, provide an additional 1' shelf for a total width of 6' from the back of curb.
22	TPAs	Utilities		Does the DOA line crossing I-26 and Browning Rd (254+72) continue in SCDOT's ITS conduits that run north and south in I-26? Can SCDOT provide more information about the direction of travel of the DOA Fiber?	Utilities	Revision	See Technical Provision Attachment 140-8 for PDF aerial of the Department of Administrations current fiber utilities.
23	Agreement_and_TPs	TP-685	22	"SCDOT will sever the fiber connection at the location indicated in the map labeled "ITS FOC Sever Locations" located in the TPA of the RFP". Are there any sever points for Phase 1 and 2 and if so does this result in all ITS fiber within Phase 3 to be dark?	Traffic	No_Revision	Yes, there were sever points in Phases 1 and 2. SCDOT has installed new fiber along alternate routes to maintain communication to the TMC. All ITS fiber within CCR limits will be dark throughout construction. SCDOT will install new fiber and devices as part of a separate project after CCR is complete.
24	Agreement_and_TPs	TP-675	6	"The Contractor shall maintain continuously operational interconnection and coordination between adjacent signals along the Bush River Road and St. Andrews Road within the Project limits". Please provide the type of communication between existing signals for interconnection operation; ie radio, cellular, fiber, or leased line.	Traffic	No_Revision	Signal and timing plans have been added to the PIP. Additional interconnect information will be provided in a future addendum.



25	TPAs	Hydrology	714-4	<p>TP Attachments 714-4_Phase 3 Hydraulic Information provides the pre and post HY-8 culvert hydraulic analysis. The TP Attachments discharge rates used for the modeling at Stoop Creek at I-26/St Andrews for culvert EC-2101 (2- 10'x8") shows Q50= 1300 cfs and Q100=1510 cfs. The FEMA HEC-RAS regulatory model at this same location shows Q50= 2875 cfs and Q100=3369 cfs. This is a considerable difference. To address the HW/D ratio on the upstream side would require the addition of a third large culvert. Please advise what Q100 discharge rate should be used.</p>	Hydrology	No_Revision	<p>TP714 indicates all hydraulic structures associated with Stoop Creek shall be designed in accordance with the SCDOT Requirements for Hydraulic Design Studies. For specific design criteria pertaining to FEMA Special Flood Hazard Area, refer to SCDOT Hydraulic Design Bulletin No. 2019-4. Design flows used in the FEMA regulatory model shall be used to satisfy the design requirements related to the FEMA Special Flood Hazard Area.</p> <p>SCDOT will hold a workshop with proposers to discuss the concerns and RFP requirements associated with the Stoop Creek crossings and watershed.</p>
26	TPAs	Hydrology	714-5	<p>TP Attachments 714-4_Phase 3 Hydraulic Information provides the pre and post HY-8 culvert hydraulic analysis. The TP Attachments discharge rates used for the modeling at Stoop Creek at I-26/St Andrews for culvert EC-2101 (2- 10'x8") shows Q50= 1300 cfs and Q100=1510 cfs. The FEMA HEC-RAS regulatory model at this same location shows Q50= 2875 cfs and Q100=3369 cfs. This is a considerable difference. The addition of the third culvert would increase the discharge downstream increasing the downstream floodway elevation. Is the intention of SCDOT to increase the discharge downstream of this culvert?</p>	Hydrology	No_Revision	<p>It is not the intent of the SCDOT to increase the discharge along Stoop downstream of the I-26 culvert. Refer to TP714 for specific design requirements pertaining to Stoop Creek. The intent of the project is to design / construct the Stoop Creek hydraulic structures in accordance with typical SCDOT requirements, minimizing the potential for headwater / backwater upstream, reduce future maintenance, and to maintain conditions downstream of the project.</p> <p>SCDOT will hold a workshop with proposers to discuss the concerns and RFP requirements associated with the Stoop Creek crossings and watershed.</p>
27	TPAs	Hydrology	714-6	<p>TP Attachments 714-4_Phase 3 Hydraulic Information provides the pre and post HY-8 culvert hydraulic analysis. The TP Attachments discharge rates used for the modeling at Stoop Creek at I-26/St Andrews for culvert EC-2101 (2- 10'x8") shows Q50= 1300 cfs and Q100=1510 cfs. The FEMA HEC-RAS regulatory model at this same location shows Q50= 2875 cfs and Q100=3369 cfs. This is a considerable difference. The addition of the third culvert would increase the discharge downstream increasing the downstream floodway elevation. Is the intention of SCDOT to improve the downstream channel from I-26 to I-20 to mitigate the increase in flows from this culvert to achieve a no-rise in the floodway?</p>	Hydrology	No_Revision	<p>SCDOT will hold a workshop with proposers to discuss the concerns and RFP requirements associated with the Stoop Creek crossings and watershed.</p>



28	Agreement_and_TPs	TP-714	9	<p>RFP Section 714.3.1.7 Design Coordination – Adjacent Carolina Crossroads Program Phases indicates: "....Phase 1 and Phase 2 of the Carolina Crossroads Program were designed assuming drainage areas within the Project area reflect a 20% increase in impervious area. The Contractor is required to fully evaluate all downstream roadway drainage systems in Phases 1 and 2 to ensure the Phase 1 and Phase 2 roadway drainage systems will meet the SCDOT design criteria for the completion of the Project. If the Contractor determines the Phase 1 or Phase 2 roadway drainage system will not satisfy SCDOT design criteria, the Contractor is required to notify SCDOT immediately and design the Phase 3 roadway drainage system to have no increase in post-development design flows compared to pre-development design flows at the connection point to the Phase 1 or Phase 2 roadway drainage system..."</p> <p>We suggest the following revisions to this section:</p> <p>Phase 1 and Phase 2 of the Carolina Crossroads Program were designed assuming drainage areas within the Project area reflect a 20% increase in impervious area. For Phase 3, the Contractor needs to evaluate the Phase 3 drainage design to confirm it can accommodate any Phase 1 or Phase 2 roadway drainage systems that tie to it. The phase 3 design will accommodate the increase in Phase 3 impervious area within the SCDOT Right of Way.</p>	Hydrology	Revision	The previous requirements in RFP Section 714.3.1.7 were retained. This section was revised to address stormwater flows from Phases 1 and 2 entering the Phase 3 project area. This revision was made in addendum #2.
29	Agreement_and_TPs	TP-200	6	<p>If a road's alignment does not allow for meeting stopping sight distance on a bridge, does the bridge need to be widened to meet stopping sight distance requirements? Is there a max shoulder width for any bridge widening for stopping sight distance?</p>	Roadway	No_Revision	Stopping sight distance shall be provided on bridges. If shoulder widths that deviate from that provided in the criteria are proposed, then an Alternative Technical Concept shall be submitted.



30	TPAs	Environmental	160-3	<p>TPA 160-3 and TPA 160-4 contain commitments to limit night work near noise sensitive sites and to provide a temporary noise barrier when stationary equipment is working near noise sensitive sites.</p> <p>Please confirm the 150 foot measurement should be taken from a noise sensitive site, not a noise sensitive area, and that a noise sensitive site includes residential buildings, motels, hotels, schools, churches, hospitals, nursing homes, libraries and public recreation areas (and not only Activity Categories A and B as indicated in TPA 160-4).</p> <p>Please also confirm the definition of stationary equipment powered by an internal combustion engine includes generators and pumps, but not mobile equipment such as forklifts and excavators.</p>	Environmental	No_Revision	<p>150ft measurement should be taken from a noise sensitive site. Noise sensitive sites are Activity Categories A and B as indicated in TPA 160-4. Nursing homes and extended stay medical facilities would be deemed noise sensitive sites. Confirmed that stationary equipment powered by an internal combustion engine includes, but not limited to, generators, pumps, and light plants, but not mobile equipment such as forklifts and excavators.</p>
31	Agreement_and_TPs	TP-600		<p>Are there any specific geometric (horizontal/vertical/superelevation) criteria for Maintenance of Traffic (TP 600) shifts, temporary diversions, etc.? The criteria provided in the RFP and guidelines listed in TP Attachment 100-1 do not specifically apply. We request inclusion of temporary Maintenance of Traffic guidelines in TP Attachment 100-1 that are known for Good Industry Practice, such as NCHRP Report 581.</p>	Traffic	No_Revision	<p>MOT design is intended to utilize final roadway design criteria in TP 200. Deviations from criteria not listed in TP 600 may be submitted via ATCs.</p>
32	Agreement_and_TPs	TP-685	25	<p>"The Contractor is not responsible for the maintenance or construction of permanent SCDOT ITS elements".</p> <p>Please confirm existing ITS fiber trunk lines can be abandoned in place.</p>	Traffic	No_Revision	<p>Confirmed. Existing backbone will be abandoned.</p>
33	Agreement_and_TPs	Agreement	23	<p>"With the exception of those underground utilities that were subject to a Utility Adjustment under an SCDOT encroachment permit after the completion of Level B SUE and Level C SUE, an underground utility (excluding appurtenances and service lines) that conflicts with the project shall be considered a material inaccuracy if the utility is not identified at all in the utility information".</p> <p>If casings were not identified in the SUE drawings provided by SCDOT and these were in place prior to the SUE work, would this be considered inaccurate utility information?</p>	Utilities	No_Revision	<p>Casings would not be considered inaccurate utility information.</p>



34	RFP	7	43	The proposal acceptance period requires the Proposer to hold their offer for a "minimum of 90 calendar days" and then a BAFO for another "minimum of 90 calendar days", this has the potential to increase risk and contingencies on the Design-Builder due to extended hold periods. Would the SCDOT consider revising the Proposal Acceptance Period to a "maximum of 30 calendar days" to allow for subcontractors and suppliers to provide accurate pricing without large escalations.	Legal	No_Revision	No revision.
35	Agreement_and_TPs	TP-714	1	RFP Section 714.2.1 Standards reference SCDOT REQUIREMENTS FOR HYDRAULIC DESIGN STUDIES. The Section 1.1.2 Floodway - Floodplain Requirements requires a CLOMR if impacts are greater than 0.1 ft. Will SCDOT require a CLOMR if the impacts create a reduction in 100-yr wsel greater than 0.1 ft?	Hydrology	No_Revision	Refer to SCDOT Hydraulic Design Bulletin No. 4 (page 5) for requirements regarding reductions in floodway widths and base flood elevations.
36	Agreement_and_TPs	TP-714	9	In order to understand the requirements associated with section 714.3.1.7 Design Coordination – Adjacent Carolina Crossroads Program Phases, please provide the drainage files for the Phase 1 and Phase 2 of the Carolina Crossroads Program. Please provide electronic files including: <ul style="list-style-type: none"> - Drainage report and supporting calculations - outfall locations - Hydrologic calculations - Hydraulic calculations - Geopak files and supporting calculations - Drainage Plans, profiles and details - Other pertinent information to understand to fully evaluate all downstream roadway and riverine drainage systems in Phases 1 and 2 to ensure the Phase 1 and Phase 2 roadway drainage systems will meet the SCDOT design criteria for the completion of the Project. 	Hydrology	Revision	See Phase 1 & Phase 2 Stormwater Management Design Reports in PIP 714-2 See Phase 1 & Phase 2 Stormwater Management Design Reports in PIP 714-2 See Phase 1 & Phase 2 Stormwater Management Design Reports in PIP 714-2 See Phase 1 & Phase 2 Stormwater Management Design Reports in PIP 714-2 Updated PIP 200-4 and 200-5 in Addendum #2 to include these files See RFC plans in TPA 200-3 and 200-4



37	Agreement_and_TPs	TP-714	3	<p>Section 714.3.1.2 Pre- versus Post-Construction Studies Analysis Point 12+75 RD S1241(Site 3902 Outfall), indicates Note 1: "... The stormwater basin shall mitigate design flows to the existing 30" pipe to ensure the 30" pipe will perform in accordance with SCDOT standards. ..." TP Attachments 160-7 part j indicates "... Pre- and post-flow rate analyses at each outfall location for the 10-year, 25-year, 50-year, and 100-year storms in accordance with SCDOT requirements. and also indicates "...The analysis shall be performed to include a comparison of the pre- construction and post-construction water surface elevations and velocities upstream and downstream of cross-drainage structures and pipe inlets. Pre- and post-open channel analyses of outfall channels for the 10- year, 25-year, 50-year, and 100 –year storms.</p> <p>The existing 30" culvert which is downstream of the project area, does not meet the existing SCDOT standards. For example, upstream of the 30" culvert is a 48" culvert crossing for Site 3803 outfall. To meet the existing SCDOT standard for the 30" culvert would require a substantially larger downstream pipe and/or a substantial regional detention structure. Is the intention of SCDOT to address historical offsite runoff issues via this project? Is the expectation to replace the existing culvert and size it to meet these existing larger offsite flows or just mitigate the proposed impervious increase within the SCDOT project Right of Way ?</p>	Hydrology	Revision	<p>The intent of Section 714.3.1.2 (Note 1) is for the project design to utilize parcels 552 and 553 for the design of a stormwater basin to reduce post-construction flows to a level in which the existing 30" pipe under Road S-1241 will be retained and perform in accordance with SCDOT design criteria. The stormwater basin shall offset the loss of stormwater storage on Tracts 622 and 623. Project runoff may also be discharged into the stormwater basin if the performance criteria for the downstream 30" pipe can be achieved.</p>
38	TPAs	Hydrology	Pipe Inspection Summary	<p>Per TP 714-4_R1_CCR Phase 3 Video Pipe Inspection Summary, crossline structure EC-2601 requires "Full replacement of culvert from downstream end of the new culvert section...installed during Phase 1 to the culvert outfall...". Please provide the Phase 1 culvert plans and layout to assist in the design and layout of the Phase 3 portion and to ensure a continuous structure. Please also provide the hydraulic analysis/calculations to verify the culvert size.</p>	Hydrology	Revision	<p>TP714-4 has been revised to reflect the full replacement of the crossline structure. "Replacement of 84" pipe / 6'x6' box culvert from the upstream end of the 84" pipe to the culvert outfall (west of the Ramp to I-26 Eastbound from Bush River Road). Clear portion of culvert that is allowed to be retained of debris." No portions of Structure EC-2601 were replaced in Phase 1. This revision was made in addendum #2.</p>



39	Agreement_and_TPs	TP-714	5	If it is determined that the Phase 3 portion of EC-2601 needs to be larger than what was installed in Phase 1, will the contractor be responsible for replacing the Phase 1 portion in order to have a box culvert of continuous size and shape? Or does the requirement for "New box culverts" in RFP, Section 714.3.1.3, refer only to the portion of culverts constructed in Phase 3?	Hydrology	Revision	No portions of structure EC-2601 were replaced in Phase 1. Section 714.3.1.3 was revised to address this location. The RFP allows for a transition structure from the existing Double 6' x 6' RCBC to the new crossline structure sized appropriately for the post-construction conditions. This revision was made in addendum #1.
40	TPAs	Environmental	TPA 160-4	Are there annual discharges from Lake Murray that need to be considered for the Saluda River Bridge Design? The RFP TP Attachment 160-4 indicates "...Detailed hydraulic and hydrologic studies for each bridge crossing will be performed to determine the correct sizing of bridges and culverts. Prior to construction activity in the area, coordination with Dominion Energy and Federal Energy Regulatory Commission (FERC) will be required for the Lower Saluda River floodway crossings due to its function as part of a hydroelectric facility..."	Hydrology	No_Revision	Refer to TP714 for specific modeling requirements for the Saluda River Bridge Design. There is no specific design criteria associated with annual discharges from Lake Murray.
41	TPAs	Lighting	TPA 100-1	Technical Provision Attachment 100-1 lists both of the following documents as required standards: 1. AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, latest edition 2. AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals, Latest Edition However, these two documents may have conflicting requirements. Please specify which one of these two documents should NOT be part of the required standards.	Roadway	No_Revision	LRFD specification is only to be used for standard 35' light poles and high mast luminaires. See note in parenthesis for the LRFD Specification.
42	TPAs	Lighting	TPA 100-1	Technical Provision Attachment 100-1 lists "ITE Institute of Transportation Engineers (ITE) Standards" as required standards. However, ITE published numerous standard documents. Please specify which ITE documents are to be used as standards for this project.	Roadway	Revision	"ITE Standards" will be removed from the required standards list.



43	Agreement_and_TPs	TP-690	1	Line #28-29 states "The proposed lighting system shall be designed to be compatible with the adjacent Carolina Crossroads phases". To ensure this requirement is met during the procurement, can SCDOT provide a copy of current Phase 1 and 2 lighting design plans, standards, specifications, supplemental specifications, and special provisions?	Roadway	Revision	RFC Lighting Plans for Phase 1 and Phase 2 have been added to the TPAs.
44	Agreement_and_TPs	TP-690	2	Line #28-29 states "Standard 35' light poles located within the right-of-way or within the clear zone of the roadway shall be equipped with breakaway supports..." Please replace "or" in the above statement with "and" so that 35' light poles within the right-of-way but without the clear zone are not required to be equipped with breakaway supports.	Roadway	No_Revision	SCDOT prefers all light poles to have breakaway bases
45	Agreement_and_TPs	TP-1000	31	High Strength Geotextile for Embankment Reinforcement Table 1 specifies Long-Term Design Strength in the machine direction of 22,800 lb/ft. This strength requirement is extremely high and it would be very difficult to obtain from most manufacturers. Is this a typo? .What application is this spec for? Section 4 states that geogrids must meet the Table 1 properties as well, but there are no geogrids that would come close to this strength. Shouldn't geosynthetic strength be determined by the designer for the specific application it is used for. Are there situations where SC-M-203-2 can be used>	Geotechnical	No_Revision	The intent of this TP is to provide a maximum allowable geotextile outside of the bounds of the Geotextile Soil Reinforcement Supplemental Technical Specification (SC-M-203-3) for use if necessary based on final design.



NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS
Carolina Crossroads Phase 3—I-20/26/126 System Interchanges Design-Build Project - Project ID P039720 - Richland and Lexington Counties

FINAL RFP - ROUND 1

Date Posted: 6/8/2023

Non-Confidential Meeting Date: 5/18/2023

							SCDOT	
Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	Response	Explanation	
1	TPAs	Traffic Operations		SCDOT has Existing conditions TransModeler files for the project area but has not provided to the proposers. For any MOT analysis that impacts freeway mainline and/or ramps, the RFP requires TransModeler simulation results. To be able to meet this RFP requirement, we request that SCDOT provide full Existing Conditions TransModeler Files as soon as possible.	Traffic	Revision	The Interim Conditions Transmodeler files are to be used as a basis for MOT analysis and are provided in TPA 680-5.	
2	Agreement_and_TPs	TP-675		In the SCDOT Access and Roadside Management Standards (ARMS) Figure 5-17, within section 5B-2 Signalized Intersection Spacing, it specifies various minimum traffic signal spacing requirements for different functional roadway classes. The minimum for local/collector/minor arterial is 1320' and major arterial is 2640'. Under Chapter 10.2 Interchange Types and Selection of the SCDOT Roadway Design Manual 2021, the spacing for the two intersections in a tight-urban diamond interchange is 250' - 350'. This is much less than what is required in the SCDOT ARMS 2008 manual. Does the interchange intersection spacing criteria from the SCDOT Roadway Design Manual supersede the minimum traffic signal spacing from the SCDOT ARMS 2008?	Traffic	No_Revision	As the RDM states, traffic analysis is a critical check for the spacing. "Applicable guidelines should apply but traffic analysis may be used to demonstrate feasibility of detailed interchange designs."	
3	PIP	Utilities		Will SCDOT provide an MOA for UG and OH electric utilities?	Utilities	No_Revision	No Electric Utilities have opted to go in-contract; executed MOAs will only be provided for in-contract utilities.	
4	TPAs	Utilities	Base Map of Existing Utilities	The SUE drawings are missing utilities information on the west end of I-20 between STA 20+00 and STA 50+00. Will SCDOT provide this information?	Utilities	No_Revision	There is no SUE data collected for this area along I-20 per the existing Basemap & SUE DGN files (dated May 2019). Per TP 140, it is Contractor's responsibility to verify all utilities within the limits of design and construction work.	
5	PIP	Utilities		Will there be an executed MOA between SCDOT and the DOA?	Utilities	No_Revision	SCDOT is negotiating an MOA with DOA; the MOA will be provided when executed.	
6	PIP	Utilities		When does SCDOT expect to have executed MOAs with all utility owners?	Utilities	No_Revision	SCDOT is working to finalize and execute MOAs with in-contract utilities prior to the final addendum.	



7	Agreement_and_TPs	TP-690		To ensure lighting equipment such as poles, electrical services, pull boxes, and LED light fixtures are constant within all 3 phases, would it be possible to receive a copy of the Phase 1 Lighting plan set and IES data files for all light fixtures used in Phase 1?	Traffic	Revision	Phase 1 and 2 lighting plans were provided in addendum #1 in TPA 200-3 and TPA 200-4. Phase 1 and 2 lighting IES files were provided in addendum #2 in PIP 200-4 and PIP 200-5.
8	Agreement_and_TPs	TP-714	11	RFP 714.3.2 indicates for the I-26 mainline bridge, piers shall be aligned with the new I-26 WB Ramp to I-126 bridge piers and set at the same skew. The RFP also indicates that piers shall not be placed within the center/thalweg of the channel. If the new I-26 mainline bridge piers are located in alignment and skew with the new I-26 WB Ramp to I-126 bridge and result in a proposed mainline pier within the center/thalweg of the channel, which criterion should be maintained: 1) the alignment and skew or 2) not having a pier placed within the center/thalweg of the channel?	Hydrology	No_Revision	If both the criteria noted in the question cannot be achieved, the governing criteria is for the I-26 Mainline bridge piers to match the alignment and skew of the new I-26 WB Ramp to I-126 Bridge.
9	Agreement_and_TPs	TP-700	1	The Saluda River is designated Navigable Waters. Please clarify if there is a navigable channel to be maintained in the temporary and permanent conditions. Please provide the required horizontal and vertical clearance and any required draught.	Hydrology	No_Revision	There were no specific requirements included in the Navigable Waters Permit. The Section 401 / 404 Permit Condition for Navigable Waters states: <i>The permitted activities shall not block or obstruct navigation or the flow of any waters unless specifically authorized herein; no attempt shall be made by the permittee to prevent the full and free use by the public of all navigable waters at or adjacent to the work authorized by the permits; and that no spoil, dredged material, or any other fill material be placed below the mean high water or ordinary high water elevation, unless specifically authorized herein.</i>
10	PIP	Geotechnical		Under Project Information, Geotech 711-3 and 4, CCR Phase 1 and 2 Reports, both links on the CCR Website reference back to Geotech 711-2, Field Testing Data. Please update website to reference 711-3 and 711-4.	Geotechnical	Revision	This information has been provided and/or updated in addendum #1.
11	PIP	Utilities		Per TP Table 111-1, TP Attachments for City of Columbia Municipal Agreement and the City of West Columbia Municipal Agreement will be TP Attachments. However, the information is provided within the Project Information Package. Please move this section to the TPA's.	Utilities	Revision	The files provided in the PIP are the draft MOA templates for the Utilities. The Municipal Agreements for the City of Columbia and City of West Columbia will be provided as a TPAs in addendum #3.
12	TPAs	Railroad		Per TP Table 111-1, TP Attachment 111-3 for CSX Railroad Agreement is provided. When will this document be available for review?	Railroad	No_Revision	The PE agreement with CSX is anticipated to be executed in April. The executed PE Agreement will be provided in a future addendum to the RFP.



13	Agreement_and_TPs	TP-150	1	RFP 150.3 indicates the design shall accommodate access roads, utilities, drainage, and two (2) future tracks, one either side of the existing mainline, with 15-ft track centers. Please clarify the width of access roads and drainage ditches.	Railroad	Revision	TP150 revised to clarify requirements where the RR ROW is 50ft in width and where it is 100ft in width.
14	Agreement_and_TPs	TP-150	1	RFP 150.3 indicates the design shall accommodate access roads, utilities, drainage, and two (2) future tracks, one either side of the existing mainline, with 15-ft track centers. Please clarify if access roads and ditches are required on both sides of the tracks.	Railroad	Revision	TP150 revised to clarify requirements where the RR ROW is 50ft in width and where it is 100ft in width.
15	Agreement_and_TPs	TP-150	1	CSX provides a public domain document "Public Project Information for Construction and Improvement Projects That May Involve the Railroad" last revised April 2022. Please clarify if the bridges over the CSX railroad are to comply with the RFP, SCDOT Bridge Design Manual, or this public project information package and if there is a conflict between the documents, please stipulate the order of precedence of the documents.	Railroad	No_Revision	The document with the most stringent criteria should assume to control. It will depend on the conflict in order to determine the outcome.
16	RFP	3	11	The Alternative Technical Concepts Submittal Form on SCDOT's website is limited to 40 ATCs. Please provide a form with an ATC No. drop down menu that goes up to 62.	Other	Revision	ATC Form has been revised and is available on the SCDOT D/B website.
17	Agreement_and_TPs	TP-680	3	Table 680-2 requires TransModeler for any interstate, Ramp analysis, or detours utilizing the interstate. This would require numerous TransModeler modeling cycles (at least one modeling cycle for each ATC), with each cycle consisting of multiple time-consuming steps including developing, verifying, and testing scenario model(s); running dynamic traffic assignment (DTA), running simulations, processing output, performing analysis, and reporting. This is a significantly prolonged effort as each cycle would require weeks to complete. However, we believe that HCM-based analysis, using Synchro/SimTraffic, Highway Capacity Software (HCS), and/or Sidra can provide traffic analysis results at a sufficiently accurate level to support SCDOT to make informed decisions on the MOT FATCs. Please consider allowing Synchro/SimTraffic (for service roads, cross streets, and intersections), HCS (for freeway facilities), and/or SIDRA (for roundabouts) for all MOT ATC analysis in lieu of TransModeler	Traffic	No_Revision	Teams may request an alternate traffic analysis method or software as part of an ATC.
18	Agreement_and_TPs	TP-714	2	As part of Section 16.1 Railroad Coordination and 714.3.1.1 Roadway Drainage Design subsection General there is CSX Coordination required. Please provide an update on the CSX coordination that has been completed to date by SCDOT for Phase 3?	Railroad	No_Revision	SCDOT is the process of coordinating and obtaining a PE Agreement.



19	Agreement_and_TPs	TP-714	2	As part of Section 16.1 Railroad Coordination and 714.3.1.1 Roadway Drainage Design subsection General there is CSX Coordination required. Please provide us with the expectations that SCDOT requires from the contractor for future coordination with CSX for Phase 3.	Railroad	No_Revision	Phase 3 Contractor will be required to coordinate construction plan reviews and flagman needs with CSX and assist SCDOT with obtaining a Construction Agreement from CSX.
20	Agreement_and_TPs	TP-714	2	As part of Section 16.1 Railroad Coordination and 714.3.1.1 Roadway Drainage Design subsection General there is CSX Coordination required. Please provide examples of the level of coordination that has occurred with CSX for Phases 1 and 2 of Carolina Crossroads Program.	Railroad	No_Revision	Coordination efforts for CCR Phase 1 included on-site meetings and conversations with CSX and their owner's representatives to discuss the project. Questions were asked and responded to by both parties to familiarize each party of expectations. No other specific examples can be provided.
21	Agreement_and_TPs	TP-714	111	RFP 714.3.2: For the I-26 mainline bridge, piers shall be aligned with the new I-26 WB Ramp to I-126 bridge piers and set at the same skew. The skew and alignment for the new I-126WB to I-26EB Flyover bridge piers may vary from the new I-26 Mainline bridge as long as bridge hydraulic design criteria referenced in TP Section 714 have been satisfied. Please provide the final design drawings and CADD files for the new I-26 West WB Ramp to I-126 bridge in Phase 1. We are not able to progress the layout of the I-26 mainline bridge in support of our technical and price proposal without the final design drawings.	Structures	Revision	Phase 1 and Phase 2 bridge RFC Plans and CADD files were provided in Addendum #2.
22	Agreement_and_TPs	Agreement	80	Design-Build Agreement, Article 9.8.1(g) and Article 11.1.1 requires SCDOT to be included as an additional named primary insured instead of being an "additional insured". The difference between the two categories of insured are significant. Named insureds are tied to the first named insured by sharing owner and rights to pay premiums, cancel policies, administer changes to the policies, and indemnity and defense for the named insured's independent negligence. Additional insured's rights include indemnity and defense in the event of a covered claim and receiving notices of cancellation. Please revise to state "additional insured."	Legal	Revision	Section 9.8.1(g) has been corrected. Section 11.1.1 has been corrected to state 'additional insured on a primary and non-contributory basis'. These revisions will be reflected in a future addenda.
23	Agreement_and_TPs	Agreement	83	Design-Build Agreement, 10.1.1.2(d) states that the \$10 million Warranty Bond must be in a form acceptable to SCDOT. Please confirm the AIA A313-2020 Warranty Bond form will be acceptable.	Legal	No_Revision	AIA A313-2020 Warranty Bond is acceptable.
24	Agreement_and_TPs	Agreement	92	Design-Build Agreement, Article 11.1.20(f) states that SCDOT will receive a credit against the Contract Price equal to the amount of the insurance premium that Contractor would have paid if it placed the Builder's risk insurance. As Contractor is required to provide the builder's risk insurance, this provision should be removed.	Legal	Revision	The recommended language has been removed. This revision will be reflected in a future addenda.
25	Agreement_and_TPs	Agreement	118	The RFP makes reference to Exhibit 12 in 14.2.9.6. We believe the correct reference is Exhibit 7.	Legal	Revision	Exhibit 12 has been revised to Exhibit 7. This revision will be reflected in a future addenda.



26	Agreement_and_TPs	Agreement	124	<p>Design-Build Agreement, 14.5.2 states that all compensation for Extra Work Costs and Delay Costs shall be net of all insurance available to Contractor.</p> <p>As a nationwide Contractor, we have a large insurance program which was not meant to apply on an unlimited basis for single project purposes. The Insurance Adjustment must be limited to the insurance required within the Design-Build Agreement. The following amendment is necessary:</p> <p>In all other circumstances, each Claim seeking the recovery of compensation or Extra Work Costs and Delay Costs, as applicable, shall be net of all insurance <u>required to be carried pursuant to Section 11 available to Contractor</u>, or deemed to be self-insured by Contractor under Section 11.2.4, with respect to the Relief Event giving rise to the Extra Work Costs or Delay Costs.</p>	Legal	Revision	<p>Revisions have been made, but not specifically as suggested in comment. Section 14.5.2 has been revised to say "required to be carried pursuant to the Contract Documents" as insurance is set forth in Section 11 and also in corresponding Exhibit.</p> <p>This revision will be reflected in a future addenda.</p>
27	Agreement_and_TPs	Agreement	181	<p>Design-Build Agreement, 24.4.2 states that SCDOT may transfer and assign its right, title and interest in and to the Contract Documents, including the Payment and Performance Bonds. As the party supporting the bonds, the Surety must be allowed to consent to the transfers of any Payment and/or Performance Bonds.</p> <p>"24.4.2 SCDOT may transfer and assign all or any portion of its rights, title and interests in and to the Contract Documents, including rights with respect to the Payment Bond, the Performance Bond, the Warranty Bond, Guarantees, letters of credit and other security for payment or performance. No such transfer or assignment shall be made without the consent of the Surety, but may do so:"</p> <p>(a) Without Contractor's consent, to any other public agency or public entity as permitted by Law, provided that the successor or assignee has assumed all of SCDOT's obligations, duties and liabilities under the Contract Document then in effect;</p> <p>(b) Without Contractor's consent, to any other Person that succeeds to the governmental powers and authority of SCDOT; provided, however, that such successor(s) has assumed all of SCDOT's obligations, duties and liabilities under the Contract Documents then in effect; and</p> <p>(c) To any other Person with the prior approval of Contractor.</p>	Legal	Revision	<p>Revisions have been made to section 24.4.2 to require Surety's consent for transfer and assignment; however, language revised in the DBA was not made as specifically suggested in comment.</p> <p>This revision will be reflected in a future addenda.</p>
28	Agreement_and_TPs	Agreement	1	<p>Exhibit 7, F.1. states that Contractor must maintain Contractor's Professional Liability insurance with a minimum limit of \$5 million per claim and aggregate. Please confirm this coverage need not be project-specific.</p>	Legal	No_Revision	<p>Insurance does not need to be project specific.</p>
29	Agreement_and_TPs	Agreement	1	<p>Exhibit 7, II.2 requires subcontractors provide waiver of subrogation in favor of SCDOT, the State of South Carolina and other parties. Please make an exception for professional liability insurance provided by Subcontractors as this is often not commercially available on practice programs.</p>	Legal	No_Revision	<p>SCDOT's review of insurance marketplace indicates that such required coverage condition is available.</p>



30	Agreement_and_TPs	TP-700	2	TP700.3.1.4 states that new bridges must have bridge roadway widths that are equal to or greater than the approach roadway widths. TP200.3.1.2.F.1 (shoulders – outside) describes the typical section for Bush River Road at the I-20 Interchange as one with 2 feet curb & gutter, 6 feet (minimum) shelf, with 5 feet wide (minimum) sidewalk in both directions. The 2021 SCDOT Roadway Design Manual, Chapter 13.3.2.a states that it is desirable to provide a 3-foot buffer area between curb and the sidewalk if there is sufficient right of way. Should the sidewalk on the bridge be widened to accommodate the 3-foot buffer design preference?	Structures	No_Revision	See RDM Section 7.5.1.1 Table 7.5-A where curb and gutter roadways and bridge widths are detailed. Roadway width is considered gutter-to-gutter for this condition. TP-200 does not require the use of the 3' buffer along Bush River Road.
31	Agreement_and_TPs	TP-700	3	RFP 700.3.1.8 requires prestressed concrete girders to be designed so that the algebraic sum of the beam camber at prestress transfer due to prestress force, the beam dead load deflections due to non-composite dead load and superimposed dead load deflections due to superimposed dead loads results in positive (upward) camber. Please clarify if net positive camber is at erection or at final condition.	Structures	Revision	Net positive camber should be demonstrated as described in RFP Section 700.3.1.8. TP700 has been revised to add this clarification.
32	Agreement_and_TPs	TP-400	8	Both subsections (400.4.2.1 & 400.4.2.2) cover all interstate on the project and both state, "Do not allow traffic on the milled surface." This restriction appears to be in conflict with TP 600.4.6 which states, "the length of roadway with a milled surface open to traffic is restricted to 4 miles" and contains no further restrictions related specifically to interstates. Please clarify if interstate traffic will be allowed on a milled surface.	Pavement	Revision	TP Section 600 details how traffic on milled surfaces shall be implemented where allowed. TP Section 400 defines where traffic is allowed on milled surfaces. A sentence has been added to TP Section 600.4.6 for clarity.
33	Agreement_and_TPs	TP-714		A review of the RFP and SCDOT REQUIREMENTS FOR HYDRAULIC DESIGN STUDIES does not provide clogging factors for inlets on grade and inlets in sag. Please confirm that the clogging factor for inlets on grade is 0% and inlets in sag is 0%.	Hydrology	No_Revision	The SCDOT does not provide a clogging factor for use in the storm system layout and analysis. The Contractor is responsible for the storm system design based on the procedures noted in the Requirements for Hydraulic Design Studies as well as the use of sound engineering judgement.
34	PIP	Utilities		U-sheets reference table for timeframe of Electric OH relocations. Can SCDOT provide those tables?	Utilities	Revision	Quick Reference Table was provided in Appendix B of the Preliminary UTC Report as part of addendum #2.
35	PIP	Utilities		Will SCDOT provide relief if after award a utility owner comes forward with prior rights not identified in the TPA documents?	Legal	No_Revision	Yes. Relief would be granted if a utility owner with prior rights is not identified in the TPA documents.



36	TPAs	Railroad		Please request and provide, from CSX, the most recent pipe/culvert inspection reports for all drainage crossing under CSX for the project area.	Railroad	No_Revision	This information has been requested from CSX with the intent to receive and provide prior to the last addendum.
37	TPAs	Railroad		Please request and provide, from CSX, all of the utility agreements crossing under and parallel to the CSX track for the project area.	Railroad	No_Revision	This information has been requested from CSX with the intent to receive and provide prior to the last addendum.
38	Agreement_and_TPAs	Agreement	37	Access and or temporary right of entry are subject to Section 5.9.1 which does not exist in the current RFP. Please revise Section 5.15.2 or include Section 5.9.1.	Legal	Revision	The referenced section number in Section 5.15.2 has been revised to reflect 5.14.1 instead of 5.9.1. This revision will be reflected in a future addenda.
39	TPAs	Right of Way		Please provide the Hold-off Parcel status for Parcels 144 and 322 which are not defined in TPA 809-2	ROW	Revision	Tract 144 condemnation documentation was provided w/ Final RFP. Tract 322 ROE documentation was provided w/ Final RFP. Condemnation documentation will be provided in addendum #3.
40	TPAs	Roadway		Please provide finished grade surfaces or a 3d components drawing for all Phase 1 and Phase 2 proposed roadways into which Phase 3 will tie	Roadway	No_Revision	Files have been requested from the Phase 1 and Phase 2 contractors, and they will be provided if received. Any files received will be provided in a future addendum.
41	TPAs	Environmental		The 2023 Noise Policy has been finalized and contains no requirements for retroactive implementation. Please confirm that noise studies done to support a NEPA reevaluation (or final design noise analysis) should be done using the 2019 Policy.	Environmental	No_Revision	The noise studies associated with re-evaluations will be done using 2019 noise policy.
42	Agreement_and_TPAs	TP-714	10	TP 714.3.1.9 states, "Exhaust all options prior to implementing structural controls. Contact the SCDOT Stormwater Manager for assistance in identifying options beyond those listed in the SWQM." The post-construction water quality control measures outlined in the SWQDM are exclusively structural, Please identify "all options" as they pertain to meeting post-construction water quality requirements outside those listed in the SWQM.	Hydrology	Revision	TP714 has been revised to note differences in Standard Application Permanent Structure Controls versus Limited Application Permanent Structural Controls. Best management practices for water quality should be limited to Standard Application Permanent Structural Controls to the Maximum Extent Practicable.



43	Agreement_and_TPs	TP-714	1	<p>SCDOT's Requirements for Hydraulic Design Studies 2009, (Available at https://www.scdot.org/business/technicalPDFs/hydraulic/requirements2009.pdf.) governs design for this phase by reference in TPA 100-1 to "Hydraulic Design Bulletings."</p> <p>Table 2 on p. 53 of 78 of this manual classifies roadways as "high volume", "collector", and "local streets." These hydraulic classifications do not correspond to functional classifications identified in TP 200.3 and TP Tables 200-1 through 200-4. Please provide a basis to correlate proposed roadway to the classifications in SCDOT's Hydraulic Design Studies 2009, Table 2.</p>	Hydrology	No_Revision	<p>Roadway facilities classified as freeways or arterials in Tables 200-1 through 200-4 are considered High Volume in the Requirements for Hydraulic Design Studies Section 2.2.4 Table 2. Roadway facilities classified as collectors in Tables 200-1 through 200-4 are considered Collectors in the Requirements for Hydraulic Design Studies Section 2.2.4 Table 2. Roadway facilities classified as local in Tables 200-1 through 200-4 are considered Local Streets in the Requirements for Hydraulic Design Studies Section 2.2.4 Table 2.</p> <p>Ramps classified in TP Table 200-3 should be considered high volume.</p>
44	Agreement_and_TPs	TP-700		<p>Does SCDOT want a sidewalk on the Browning Rd bridge over I-20? This is currently not shown in the modified selected alternative layout and not required in the technical provisions but the existing bridge features a sidewalk. Are there any relevant statutory or other legal requirements that require sidewalk here? Bridge design manual Section 12.6.1.5.1 states "[i]n general, include sidewalks on all bridges if there is curb and gutter"</p>	Structures	No_Revision	<p>Sidewalk should not be included on the Browning Road bridge. Browning Road does not have curb and gutter so the BDM references does not apply.</p>
45	Agreement_and_TPs	TP-200	6	<p>TP 200.3.1.4 requires vertical curves to comply with SCDOT RDM; RDM Footnote 3 in Figure 6.3-C states "Broken back vertical curves are to be avoided where practical." "Where practical" does not have the same meaning as "required" so per TP 100.4.2.C this criterion does not control. The language in AASHTO A Policy on Geometric Design 2018 is similar, stating on page 3-179 that "[a] 'broken-back' gradeline (two vertical curves in the same direction separated by a short section of tangent grade) generally should be avoided, particularly in sags where the full view of both vertical curves is not pleasing. This effect is particularly noticeable on divided roadways with open median sections."</p> <p>Neither the SCDOT RDM or AASHTO Green Book 2018, though, define criteria for what constitutes a "short" vertical curve.</p> <p>"Does SCDOT have an opinion on what constitutes a "short" tangent between two vertical curves?"</p> <p>Proposer will design roadway profiles per TP 200.3.1.4 and SCDOT RDM. We will avoid broken back curves where practical."</p>	Roadway	No_Revision	<p>Browning Rd does not have curb and gutter so the BDM reference does not apply.</p>



46	Agreement_and_TPs	TP-400	6	TP 400.4.4 requires that "Temporary pavement [] provide a satisfactory rideability to the public... defined as [] not to exceed 170 inches per mile when tested in accordance with SC-T-125." Could SCDOT please provide ride quality data for existing mainline shoulders?	Pavement	No_Revision	SCDOT will attempt to run the shoulders for rideability and provide this data for information only. It is likely to take a couple of weeks to get this request completed and posted.
47	Agreement_and_TPs	TP-200	1	TP Table 200-4 in section TP 200.3 establishes a functional classification and design speed for L-4429 Fairway Lane. The modified selected alternative does not show any improvements on Fairway Lane; reconstruction does not appear necessary geometrically; and the TPs do not explicitly address Fairway lane in the scope of work. What is the expected work related to fairway lane?	Roadway	No_Revision	See TP 200.3.1.3 for modifications to frontage and side roads due to final design.
48	RFP	3	7 of 57	When will the Industry Review RFP Non-Confidential Questions responded to with "No response at this time. Question is under review by SCDOT and will be answered with addenda to the Final RFP." be answered? RFP Section 3.6 states "SCDOT will respond in writing to the non-confidential questions and requests for clarifications received. The responses will be posted to the SCDOT Design-Build website within 15 business days of the deadline for submittal of non-confidential questions in the Milestone Schedule." Currently (85 business days later) there are still unanswered questions that were submitted on Tuesday, November 15, 2022.	PM	Revision	The intent is to have all remaining comments from the IR period responded too and updated (as nec) w/ addendum #3.
49	TPAs	Lighting		The last page of TPA 690-1 (SCDOT Supplemental Specifications for Roadway Lighting) is labeled as "24 of 23". Please correct page numbering.	Other	Revision	Page number will be corrected.
50	TPAs	Right of Way	809-4	TPA 809-4: When will documents listed as "null" be provided?	ROW	No_Revision	Additional Right of Way Instruments and Commitments will be provided within TPA 809-4 in future Addenda as they are acquired.
51	PIP	Environmental	160-6	When will "Permit Plan CAD" be provided?	Environmental	Revision	The Permit Plan CAD files will be provided w/ addendum #3.
52	PIP	Roadway	200-2	Please provide all of the Typical Sections developed for the Schematic Design. It is very unusual to do R/W plans and not develop respective Typical Sections.	Roadway	No_Revision	Typical sections used for the development of the schematic design can be found in PIP 200-1.
53	Agreement_and_TPs	TP-400		Review of Group B, C and D Road Groups with ADT and Truck %, it appears several roads needs to be changed: 1) Fernandina Road (S-1842) is shown in Table 400-2 as "B" but it has the same traffic (1,100 VPD) and 5% truck 2) Estimated ESALs for Burning Tree (S-2893), Browning Road (S-2892) and Jamil Road (S-1791) are comparable to Group B and they are classified as Group C.	Pavement	No_Revision	Road groups provided in the RFP will remain.



54	TPAs	Utilities	140-4	Please provide existing easement information. Also, as utilities will need to cross this easement, please provide encroachment permit guidelines for these crossings and criteria.	Utilities	Revision	Encroachment Guidelines (for Dixie) titled Enterprise Encroachment Guidelines will be provided with addendum # 3.
55	TPAs	Utilities	140-9	Please provide contact information for the pre-approved designers and contractors.	Utilities	No_Revision	Contact information for designers/contractors for utilities was provided in addendum #1. AT&T contact information is provided in addendum #3. Request for contact information for Charter Spectrum has been made and this information will be provided in a future addendum.
56	TPAs	Utilities	140-2	Please provide all existing City of Columbia casing information for interstate crossings.	Utilities	No_Revision	Files have been requested from the utility and they will be provided if received. Any files received will be provided in a future addendum.



57	TPAs	Utilities	140-10	Please provide all existing SCWU casing information for interstate crossings.	Utilities	No_Revision	Files have been requested from the utility and they will be provided if received. Any files received will be provided in a future addendum.
58	Agreement_and_TPs	TP-140	4	Section 140.3.1.1 - As contractor is required to verify all utilities that have been identified within Project ROW, please provide all utility as-builts.	Utilities	No_Revision	Utility as-built data (supplemental utility files) were provided in addendum #2.
59	PIP	Utilities	140-3	As some utilities are recommended to remain under pavement, please provide approval documentation.	Utilities	No_Revision	At this time, no approvals have been obtained. It will be the Contractor's responsibility to provide justification to retain utilities under pavement.



60	PIP	Utilities	140-3	Please review the utility relocations VS proposed right-of-way along Burning Tree Dr where it is recommended to leave the utilities in place for a short approximately 500' section (in between Zimalcrest and Center Point). It is not reasonable to relocate utilities on either side of this section and maintain the existing. If this is acceptable by the utilities, please provide approval information. If not, there is not sufficient room to relocate utilities along Burning Tree Drive. Will Contractor be responsible to obtain the additional right-of-way needed for these relocations?	Utilities	No_Revision	SCDOT will review the location. If the Contractors design requires additional ROW to accommodate the construction of the project in accordance with the contract documents Additional Right of Way would be required, which would be the responsibility of the contractor. If the Schematic Design is constructed in accordance with the contract documents, and additional right of way is required, it would be considered a Necessary Schematic Right of Way Change.
61	Agreement_and_TPs	TP-140	9	Section 140.4.4 - As there are areas of limited ROW for the all utility relocations, will in-contract communication companies be allowed to attach aerially to OH power relocations?	Utilities	No_Revision	It will be the Contractor's responsibility to design the relocations, which may include above and below ground relocations.
62	TPAs	Structures	700-8	700-8 "Bridge Rehab Requirements" – Section 2, paragraph 3 references Special Provisions for Hydro-Demolition of Existing Surface in TP Section 1000. This Special Provision is currently not included in the RFP. When will this be provided?	Structures	No_Revision	The hydro-demo special provision was provided in addendum #2.
63	Agreement_and_TPs	Agreement	76	1.2.4 - Contractor should be entitled to relief if a conflict, ambiguity, omission, or inconsistency within the Contract Documents delays operations.	Legal	No_Revision	No revision.



64	Agreement_and_TPs	Agreement	79	<p>1.5.4 - Neither Article 14 nor the definition of "Relief Event" alleviates the concern triggered by this clause. As drafted, this clause will unfairly penalize the Contractor if the "Contract Documents omit or misdescribe any details of any Work that are necessary to carry out the intent of the Contract Documents" because, in the event of such omission or misdescription, "the Contractor shall be deemed to have known or have had reason to know of such omission or misdescription prior to the Effective Date, and shall perform such Work as if the details were fully and correctly set forth and described in the Contract Documents...".</p> <p>At a minimum, this section should be revised to include a reasonability standard similar to Section 1.5.1.</p> <p>Proposed revision: "Instead, if such omission or misdescription should have been known to Contractor prior to the Effective Date through the exercise of reasonable care, then Contractor shall be deemed to have known of such omission or misdescription...".</p>	Legal	Revision	<p>The Definition of "Contract Documents" includes documents drafted by Contractor. Contractor should not be entitled to relief for its failure to properly describe or omit items. Agree to reasonableness standard for documents drafted by SCDOT.</p> <p>Revisions to agreement will be reflected in a future addenda.</p>
65	Agreement_and_TPs	Agreement	293	<p>"Relief Event" - Definition should be expanded to provide schedule relief and reasonable compensation if the Contract Documents omit or misdescribe any details of any Work that are necessary to carry out the intent of the Contract Documents unless such omission or misdescription should have been known to the Contractor prior to the Effective Date through the exercise of reasonable care.</p>	Legal	Revision	<p>Definition of Relief Event amended to include errors in SCDOT drafted Contract Documents. Exclusion maintained for Contractor drafted documents.</p> <p>Revisions to agreement will be reflected in a future addenda.</p>
66	Agreement_and_TPs	Agreement	196	<p>14.4.7.1 - Local changes in Law should be included.</p>	Legal	Revision	<p>Revised to include Local Law.</p> <p>Revisions to agreement will be reflected in a future addenda.</p>
67	Agreement_and_TPs	Agreement	269	<p>"Change in Law" - The definition should be revised to delete the exclusion of changes in local Law; deletion would harmonize this definition with the more expansive definitions of "Governmental Entity" and "Governmental Rules" or "Law" (pg. 283) which are not limited and include local Law.</p>	Legal	Revision	<p>Revised to include Local Law.</p> <p>Revisions to agreement will be reflected in a future addenda.</p>
68	Agreement_and_TPs	Agreement	88	<p>3.1.5 - If SCDOT fails in, or delays, delivery of comments, exceptions, objections, rejections or disapprovals within the applicable time period under Section 3.1.2, Contractor should be allowed to recover under SCDOT-Caused Delay event (e). The concern here is not the Contractor's election to proceed at its own risk, its about the Contractor's inability to recover if SCDOT fails to exercise/discharge its right/duty to review a Submittal in a timely manner and the corresponding Catch-22 of either having to proceed at our own risk to mitigate damages/delay or jeopardizing the project schedule to await SCDOT's untimely performance.</p>	Legal	Revision	<p>Revised to allow for relief if SCDOT fails to timely act on Contractor's submission.</p> <p>Revisions to agreement will be reflected in a future addenda.</p>



69	Agreement_and_TPs	Agreement	88	3.1.6 - As with the comment re: 3.1.5, the concern with this provision is not with Contractor's election to proceed without SCDOT approval but is about untimely action by SCDOT. As drafted, this clause effectively converts all Submittals into Submittals requiring prior SCDOT review/approval because Contractor could be required, without any relief, to suspend operations if SCDOT untimely elected to disapprove a Submittal. The Contractor should be allowed to recover under SCDOT-Caused Delay event (e) if SCDOT takes untimely action on a Submittal not requiring prior approval.	Legal	Revision	Revised to allow relief if SCDOT is provided at least 15 business days to review before work commenced. Revisions to agreement will be reflected in a future addenda.
70	Agreement_and_TPs	Agreement	274	"Delay Costs" - Definition references Exhibit 14 but there is no Exhibit 14. Please provide.	Legal	Revision	All references to Exhibit 14 will be removed from the Agreement. Revisions to agreement will be reflected in a future addenda.
71	Agreement_and_TPs	Agreement	124	6.5.2 - The revisions have not eliminated our concerns. Contractor lacks contractual privity with other contractors and the elements of a tortious interference claim will be all but impossible to prove in cases involving accidental impacts to the project caused by other SCDOT contractors. SCDOT is in the best position to manage this risk because it has contractual privity with all parties involved and because it could elect to postpone procurement/award of adjacent projects that could impact performance of this project.	Legal	Revision	Modified language to allow for claim if Contractor satisfies certain conditions. Revisions to agreement will be reflected in a future addenda.
72	Agreement_and_TPs	Agreement	108	5.8.3 - Why is the Contractor responsible for Additional ROW? Additional ROW is defined as "additional property outside of the Schematic ROW identified after Contract execution that is not a Necessary Schematic ROW Change... and is determined necessary for completing the design and construction of the Project, and which SCDOT has agreed to acquire."	Legal	Revision	Agree to remove Additional ROW from this provision. Revisions to agreement will be reflected in a future addenda.
73	Agreement_and_TPs	Agreement	129	6.7.2 - This clause remains confusing and difficult to administer. Based upon the Contractor's obligation to maintain the project from NTP 2 to Final Completion per Section 2.2.2, it is unclear what, if any, "increase in costs SCDOT will incur during the term of this Agreement to operate and maintain the Project that is attributable to the Nonconforming Work." It is also unclear what costs Contractor has the burden of proving and what the effect of the clause would be if Contractor had no cost savings attributable to the Nonconforming Work.	Legal		No response at this time. Question is under review by SCDOT and will be answered with addenda to the Final RFP.



74	Agreement_and_TPs	Agreement	152	9.7.4.1 - Contractor requests reversion from use of "shall" to "may." SCDOT should have the ability to exercise discretion concerning whether to withhold a percentage of progress payments, particularly if the Contractor has taken actions to mitigate any negative effect attributable to a vacant position and especially if SCDOT intends to assess liquidated damages on the basis of that same vacancy.	Legal	Revision	Proposed revision is acceptable. Revisions to agreement will be reflected in a future addenda.
75	Agreement_and_TPs	Agreement	210	18.1.1(b) - Contractor requests deletion of this Contractor Default event. Liquidated Damages should be SCDOT's sole remedy for delays and defaulting the contractor for a late finish is an additional remedy because SCDOT may pursue a claim on Contractor's bond.	Legal	No_Revision	SCDOT declines to revise this provision. Distinction between contract breach with exclusive remedy.
76	Agreement_and_TPs	Agreement	216	18.3.1 - As with 19.1.1(b), failure to achieve Substantial Completion of Final Completion should not be a default event.	Legal	No_Revision	SCDOT declines to revise this provision. Distinction between contract breach with exclusive remedy.
77	Agreement_and_TPs	Agreement	222	19.2.1 - There should be a reasonable cap on Lane Closure Penalties. As drafted, penalties amount to \$282,000 per day.	Legal	No_Revision	SCDOT declines to revise this provision.
78	Agreement_and_TPs	Agreement	224	19.7.1 - There should be a specific limitation placed on the amounts SCDOT may recover from Contractor (including liquidated damages) that are not directly attributable to third-party claims, criminality/misconduct, and Hazardous Materials.	Legal		No response at this time. Question is under review by SCDOT and will be answered with addenda to the Final RFP.
79	Agreement_and_TPs	Agreement	225	19.8.2(d) - There should be a cap on the total amount of Liquidated Damages assessable to Contractor.	Legal		No response at this time. Question is under review by SCDOT and will be answered with addenda to the Final RFP.
80	Agreement_and_TPs	Agreement	286	"Known or Suspected Hazardous Materials" - Subsection (a) Is the remaining reference to the Project Information Package correct?	Legal	No_Revision	No revision necessary.
81	RFP	8	48 of 57	The fifth schedule item on page two of the milestone schedule is titled "SCDOT Responds to Preliminary ATCs and Confidential Questions Submittal of Non-Confidential Questions". It is assumed that "Submittal of Non-Confidential Questions" should be removed from this item.	PM	Revision	The 'Submittal of Non-Confidential Questions' language within the milestone for 'SCDOT Responds to Prelim ATCs and Confidential Questions - March 21, 2023' has been removed.
82	RFP	8	48 of 57	Please consider moving the submittal of Non-Confidential questions from Wednesday, May 3rd to Thursday May 4th to allow proposers time to review responses to Formal ATCs prior to submitting questions.	PM	Revision	The requested revision has been made in the Milestone schedule.



83	RFP	8	48 of 57	Open Forum meetings scheduled for May 18th, August 15th and September 14th are titled "Open Forum Meeting to Respond to Non-Confidential and Confidential Questions". Open Forum Meetings should not be used for discussion of Confidential Questions.	PM	Revision	The Open Forum meetings in the Milestone Schedule (May 18, Aug 15 and Sept 14) have been revised to remove reference to responding to "Confidential Questions". New milestones have been added in July, August and September for "SCDOT Responds to Confidential Questions".
84	Agreement_and_TPs	Agreement	130	Page 130, Section 16.5, Lines 18 and 19 reference "Technical Provision Attachments Section 150". When will these be provided?	Legal	Revision	Article 16 updates are being reviewed by SCDOT and will be reflected in a future addenda.
85	Agreement_and_TPs	Agreement	129	There appears to be a typo in the numbering of DBA section 16.4.23. Suggest change to "16.4.2.3"	Legal	Revision	Section 16.4.23 heading has been revised to reflect 16.4.2.3. This revision will be reflected in a future addenda.
86	TPAs	Structures	2	TPA 700-7 "Approvals of qualifying complex bridge types and components will be in accordance with milestone schedule requirements of the RFP" Please provide approval milestone for IPR Package.	Structures	Revision	Language has been added to the Instructions to Proposers section 3.12 and section 4.1 to include the IPR package as Appendix B in the Technical Proposal. As it is part of the Technical Proposal, it would have to be reviewed/approved prior to the date shown in the milestone schedule for Submittal of Technical Proposal.
87	TPAs	Utilities		Zip File Download for TPA 140-3 R2 contains one folder listed as "R1" Please provide R2 or correct file name.	Utilities	Revision	Parent folder name within zip file will be renamed in addendum #3.
88	TPAs	Utilities		Zip File Download for TPA 140-2 R2 contains one folder listed as "R1" Please provide R2 or correct file name.	Utilities	Revision	Parent folder name within zip file will be renamed in addendum #3.
89	PIP	General		The topo survey provided in the DTM ends just west of the Saluda River Bridge on I-20. The RFP requires the Noise Barrier O be constructed and it runs a significant distance past the end of the provided topo survey. Is there any additional surveyed topo in the area of the Noise Barrier O that can be provided?	Other	Revision	This topo information is available and will be provided as a PIP document in addendum #3.



NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS
Carolina Crossroads Phase 3—I-20/26/126 System Interchanges Design-Build Project - Project ID P039720 - Richland and Lexington Counties

FINAL RFP - ROUND 2

Date Posted: 6/8/2023

Non-Confidential Meeting Date: 5/18/2023

Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	SCDOT	
						Response	Explanation
1	Agreement_and_TPs	TP-714	12	RFP 714.3.2 indicates that piers shall not be placed within the center/thalweg of the channel. The thalweg is defined as the deepest part of the channel. If the channel migrates, please clarify the requirements if the thalweg is not coincident with the center of the channel, established as the mid-point between the channel banks. Please also clarify how far away from the thalweg piers are to be placed and how that distance is to be measured (e.g. face of column, edge of footing, etc.).	Hydrology	No_Revision	For the I-26 Mainline bridge over the Saluda River, the piers will need to be aligned with the new I-26 WB Ramp to I-126 bridge piers. The RFP does not include specific guidance related to pier location (including the offset from the thalweg) for other bridges over the Saluda River. Refer to the RFP for permitting requirements and SCDOT design guidelines for additional information.
2	PIP	Utilities		Does contractor need to include costs related to act 36 of 2019 SC Code 57-5-880) in the total bid cost?	Utilities	No_Revision	SCDOT is considering an allowance for relocating water and sewer facilities that are owned by public entities. Any change regarding an allowance will be reflected in a future addendum. If an allowance is not provided in the Agreement, it will be the Proposer's responsibility to include the cost of D&C work for all in-contract utility relocations.
3	Agreement_and_TPs	TP-200	6	TP 200.3.1.4 states that the structures overpassing railroad tracks shall provide a minimum of 23'-6" of vertical clearance. It also makes reference to TP 150.3, which states that no less than 6 inches of additional vertical clearance above the minimum shall be provided. The SCDOT RDM has the minimum vertical clearance over the railroad as 23'-0". Please confirm if the minimum vertical clearance over the railroad should be 23'-6" (RDM 23'-0" + 0'-6") OR 24'-0" (23'-6" + 0'-6").	Roadway	Revision	TP150 was updated in addendum #4 to reflect a minimum vertical clearance of 23'-6" for structures overpassing railroad tracks. This revision matches the statement in TP200.3.1.4 regarding minimum clearances for rail overpasses.
4	Agreement_and_TPs	TP-714	6	RFP section 714.3.2.2 discusses the need to perform hydraulic studies for existing and new hydraulic structures. Available culvert data at St. Andrews as it is understood as-built information may not be correct. Please provide updated survey information.	Hydrology	Revision	SCDOT is obtaining additional field survey of the culvert alignment and will provide as a TPA in a future addendum.



5	Agreement_and_TPs	TP-714	14	RFP section 714.3.3 refers to Richland and Lexington County Flood Insurance Studies (FIS) and maintain or lower the effective base flood elevations. Both Richland County and Lexington County FIS's have conflicting discharge information for the Saluda River. The Lexington County FIS has two discharges at a single gage location (100 year = 58,600 cfs and 105,000 cfs). The Richland FIS has the lower discharges from the Lexington FIS published (100 year = 58,600 cfs). However, this constitutes a decrease in flow along the Saluda if both values are used as published. Please provide guidance on appropriate effective FIS discharge to use for design and permitting.	Hydrology	No_Revision	Section 714.3.3 indicates the Contractor shall verify the design will maintain or lower base flood elevations along the Saluda River. The analysis required to satisfy the floodplain criteria shall be performed with the 100-year design discharge of 58,600 cfs. The low chord elevation shall be based on the 50-year design discharge of 48,300 cfs. The design shall also be reviewed to verify the low chord is above the water surface elevations produced by a 67,000 cfs discharge.
6	Agreement_and_TPs	TP-714	14	RFP section 714.3.3 refers to Richland and Lexington County Flood Insurance Studies (FIS) and maintain or lower the effective base flood elevations. Both Richland County and Lexington County FIS's have conflicting discharge information for Stoop Creek. The Lexington County FIS, which is downstream, has discharges that are lower than the Richland County FIS (Richland County downstream 100 year = 3,369 cfs, Lexington County upstream 100 year = 2,831 cfs). The Richland FIS higher values upstream. Since this constitutes a decrease in flow, additional information is needed on the appropriate discharges to use for flood risk permitting.	Hydrology	No_Revision	Section 714.3.2.2 indicates the Contractor shall use available FEMA data as the best available data for the hydraulic studies. It is the Contractor's responsibility to select appropriate design flows for the analysis. For compliance with SCDOT design requirements, the Contractor is required to verify the design maintains or reduces base flood elevations which should be based on the effective discharges in the FIS.
7	PIP	Hydrology		Provided HEC-RAS model in 714-5 only includes Effective and corrective effective models. However updated models from previous phases have been provided in 714-2 as part of the Phase 1 &2 Stormwater Management Design Report. Please clarify if the models in 714-2 should supersede the models in 714-5 and if they will be provided as Technical Provisions Attachments. Also, please clarify if additional models will be provided beyond what is already included.	Hydrology	No_Revision	The hydraulic models provided as part of the Phases 1 and 2 design data are provided in the Project Information Package. SCDOT makes no representation or warranties regarding the accuracy of the information contained therein. The Contractor may utilize these models at their risk or use the models provided in the TPAs and update based on the Phases 1 and 2 approved construction plans.
8	PIP	Utilities		Can SCDOT provide the as-builts for the relocation of the DOA line done as part of phase 1 of the project?	Utilities	Revision	Yes. The Phase 1 DoA relocation as-builts, as available, will be provided in a future addendum.



9	TPAs	Environmental		TPA 160-4, Commitment ID No.12 indicates "During construction, powered construction equipment will not be operated during the traditional evening and/or sleeping hours within 150 feet of a noise-sensitive site, to be decided either by local ordinances and/or agreement with SCDOT." Please provide the governing ordinance(s) or agreements for this contract in place to allow quantification of any noise mitigations.	Environmental	No_Revision	Most local ordinances are based on "nuisance" and cannot be quantified by SCDOT. There are no existing agreements regarding construction noise levels with local jurisdictions. SCDOT chooses to make no changes to language. Interpretation of reasonable restrictions is negotiated with Contractor on a case-by-case basis dependent of location, noise inducing activity, duration, etc.
10	PIP	Pavement		Can you please provide as-built drawings for Contract ID 5154650, project IDS P039282 and P039283 to supplement the information provided in TPA 100-9?	Construction	Revision	Document provided as 100-9 is a Project Information Package document (PIP 100-9). The Conformed proposal will be provided with addendum #5 but since this was a pavement preservation project, plans were not developed.
11		Hydrology		Are any large releases of water into the Saluda River anticipated from 2025-2027 above what is typical based on historical data?	Hydrology	No_Revision	DESC Power Generation does not have any plans for any large or prolonged drawdowns of the lake at this time. The license application, which is still under review at FERC, includes a Fall/Winter water quality drawdown every third year if certain criteria are met for inflow. The wording from the program is as follows: Periodic Drawdowns for Lake Management will be conducted for water quality maintenance, sediment transport and aquatic vegetation management. This also allows opportunities for dock maintenance, shoreline stabilization, excavations and other lake user maintenance activities. The frequency of the drawdowns and inflow trigger are as follows: implement a winter drawdown to elevation 350 ft. PD every third year if the average November flow at USGS Gage 02167000, Saluda River at Chappells, SC is equal to or greater than 1,500 CFS. The drawdown will be conducted during December. Once the 350 feet PD (348.5' NAVD88) reservoir elevation has been attained, the reservoir will be held at this elevation for a period of 28 days. Following this period, the reservoir will be allowed to return to or above the guide curve as quickly as inflow will allow while maintaining downstream minimum flow requirements. For more information contact Ray Ammarell or Billy Chastain at 803-217-7322.
12	Agreement_and_TPAs	TP-700	SCDOT BDM 12.2.5.4	SCDOT BDM 12.2.5.4 indicates all girders within a span should be designed identically to the governing condition, either interior or exterior girder. Reference is also made to AASHTO LRFD 4.6.2.2.1 which indicates exterior girders of girder system bridges shall not have less resistance than an interior beam. The BDM is in context of "should" and LRFD is in context of "shall" with slightly different language. Please confirm we will follow the SCDOT BDM guidance.	Structures	Revision	For straight, parallel girders, provide exterior girder designs with depth and resistance equal to or greater than that of the adjacent interior girder. This language will be added to TP700 in Addendum #5. For other situations, girders shall conform to the AASHTO LRFD 4.6.2.2.1 criteria.



13	Agreement_and_TPs	TP-809	5.7.3 ROW Activity - Page 33	TP Section 809.5 does not define the applicable timelines a ROW Activity Plan needs to be updated, nor any subsequent Section of the RFP. Please provide a minimum timeframe for which the ROW Activity Plan must be updated.	ROW	No_Revision	The Right of Way Activity Plan should be revised as conditions surrounding the work change or as needs arise to ensure the plan is up to date.
14	Agreement_and_TPs	TP-714	714.2.1 - Page 1	RFP indicates "Contractor shall perform all roadway drainage, stormwater, and hydraulic design work in accordance with the standards, manuals, and guidelines listed in TP Attachment 100-1." This includes the SCDOT Requirements for Hydraulic Design Studies v. 2009 which requires the use of USGS Water Resources Investigation Report 92-4040 Determination of Flood Hydrographs for streams in SC, Vol 2 1992 which includes regression equations for hydrologic calculations. An updated version of urban regression equations is available titled Urban 2014 Methods for Estimating magnitude and frequency of floods for urban and small rural streams, 2011, ver 1.1. Is it acceptable to use the updated urban regression equations instead of the 1992 version when determining peak flows?	Hydrology	Revision	The Contractor may use updated / newer USGS publications for regression equations. It is the Contractor's responsibility to review the USGS reports to ensure the regression equations selected for analysis are consistent with the project area and watershed characteristics. USGS Report 2014-5030 will be added to TPA 100-1 in Addendum #5.
15	Agreement_and_TPs	TP-711	711.3.3.6 - Page 3	TP 711.3.3.6 states "Complex walls, as depicted in FHWA-NHI-10-024, are not allowed". This publication includes abutments supported by deep foundations through MSE reinforced wall fill as "complex". TP 700.3.1.21 states "Design vertical abutments and vertical abutment wing walls using cast-in-place reinforced concrete or MSE walls", and "At MSE walls, use bridge ends consisting of cast-in-place reinforced concrete caps supported with piles or cast-in-place reinforced concrete drilled shafts that are set back behind the MSE wall faces as shown in SCDOT Geotechnical Drawings and Details." Please confirm that end bents supported with piles or drilled shafts through MSE reinforced fill are permitted.	Geotechnical	No_Revision	Confirmed.
16	Agreement_and_TPs	TP-700	700.3.1.21 - Page 10	TP 700.3.1.21 States: "For bridges crossing a highway, design and detail the vertical abutment and vertical abutment wing walls parallel to the adjacent travel lane passing beneath the bridge." In some cases due to structural design limitations (ie: max skew angles and depth to span ratios) and roadway geometry it is not possible to provide a CIP vertical abutment parallel to the travel lane passing beneath the bridge. In this case, is it acceptable to provide a wall with a parallel alignment to the roadway in front of the vertical abutment wall itself?	Structures	No_Revision	Where wall structures support the embankment of the end bent, they are part of the vertical abutment and must be parallel to the adjacent roadway. The end bent cap positioned behind such a wall does not need to be parallel to the adjacent roadway.



17	Agreement_and_TPs	TP-700	700.3.1.21 - Page 9	The 5th paragraph of Section 700.3.1.21 includes: "Design vertical abutments and vertical abutment wing walls using cast-in-place reinforced concrete or MSE walls." Please confirm that soil-nailed walls, which are included as "other acceptable wall types" in Section 700.3.2.3, can be used as vertical abutments and vertical wing walls.	Structures	No_Revision	Soil nail walls and "other wall types" as described in TP700 section 700.3.2.3 are permitted for retaining walls not at bridge abutments. Abutments may only consist of CIP and MSE walls.
18	TPAs	Environmental	Page 48 of ROD & FEIS Summary	Noise Wall "O" as described in the The Carolina Crossroads FEIS ROD & Summary (TPA 160-2) describes Noise Barrier "O" as extending approximately 2,300'; west of the Saluda River along the South Side of I-20, however upon inspection of the Traffic Noise Model Provided in the PIP, it appears that the same wall is indicated at a length of approximately of 3,600'. Please confirm the TPA attachment shall be followed.	Environmental	No_Revision	The 2300' wall length as noted in the TPA is correct; the information shown in the PIP is for information only. The 2300' can be see in the TNM under the Barrier Analysis tab but is provided for information only. The length and height of noise walls proposed in the FEIS/ROD were based on conceptual design. The final noise wall heights and lengths will be re-evaluated and adjusted once final design is completed. Proposed walls should be designed to continue to meet SCODT reasonable/feasible criteria. See example of noise barrier analysis updates/revisions in Re-evaluation #5, Appendix B Noise Analysis Addendum.
19	Agreement_and_TPs	TP-600	600.3.2 - Page 2	TP 600.3.2 states that roadside installation of freestanding temporary concrete barrier wall "shall provide no less than 4' of clear distance between the face of the barrier wall and any above ground hazard or drop-off hazard." Confirm the 4' is to be measured between the traffic side face of the barrier wall and the hazard.	Traffic	No_Revision	The 4' clear distance is to be measured from the back face (not the traffic side) of the barrier to provide spacing for deflection.
20	Agreement_and_TPs	TP-809		Will the Contractor have to obtain any new easements for the utilities that have existing easements at locations where a relocation cannot fall within the existing easement?	Utilities	No_Revision	Contractor shall perform Utility Work within SCDOT right of way or existing Utility's easements.



21	TPAs	Utilities	TPA 140-2 City of Columbia Design and Construction Criteria - 8. R1_City of Columbia_Scope	Per scope of work in TPA 140-2, City of Columbia's 30" PCCP sanitary sewer force main will have to be relocated at the I-20 crossing. Will SCDOT grant a new easement for the proposed 30" line within SCDOT's ROW?	Utilities	No_Revision	It is SCDOT's intent to allow the City of Columbia's facilities to be located within SCDOT right of way. See TPA 140-2 Memorandum of Agreement with the City of Columbia Section VI.6 & VI.7 for rights disposition.
22	Agreement_and_TPs	TP-714	714.3.1.5 - Page 7	We have reviewed RFP Section 714.3.1.5 Pipe Inspection. In this section it notes the Team will inspect the retained existing pipes after Notice to Proceed (NTP). This can happen post NTP and/or post start of construction. Once the inspection is complete, a report is developed that details if pipes are acceptable to be retained as-is or if there is some type of remedial action needed (up to and including replacement). The last paragraph in this section says, "SCDOT will take the necessary measures to ensure the deficiencies are remediated or rendered harmless. Such measures will include self-performing, retaining a qualified firm, or negotiating a construction change order with the Contractor." Please confirm SCDOT will fix the existing pipes/drainage boxes that are not suitable to retain or negotiate a supplemental for the Team to fix the pipes/drainage boxes that are not suitable to be retained as identified in the report developed by the Team post NTP.	Hydrology	No_Revision	Yes, the SCDOT will address the existing pipes/drainage boxes that are not suitable to retain or negotiate a supplemental for the Contractor to fix the pipes/drainage boxes that are not suitable to be retained. The scope of services regarding the repair or replacement of existing pipes / drainage boxes will be based on the SCDOT review and concurrence of the Contractor recommendations.
23	Agreement_and_TPs	TP-714	SCDOT Requirements for Hydraulic Studies Section 1.1.1 Design Frequencies.	The SCDOT Requirements for Hydraulic Studies Section 1.1.1 Design Frequencies indicates : "...All stream crossings are to be analyzed for the 100-year flood to insure that one (1) foot or less of backwater is caused by the proposed bridge when compared to unrestricted or natural conditions...." Based on a review of the Phase 1 Saluda River Bridge modeling we are seeing an increase greater than one foot in the Phase 1 Saluda River model. Therefore we can not achieve the one foot or less of backwater caused by the proposed bridge when compared to unrestricted or natural conditions. Please advise on the direction we should proceed.	Hydrology	No_Revision	The modeling performed for Phase 1 includes the existing I-26 mainline bridge which contributes to the existing backwater. The Phase 3 analysis will include the replacement of the I-26 mainline bridge which provides opportunity to reduce backwater.
24	TPAs	Environmental	160-4	Per TPA 160.4, if Barrier O is not warranted based on final design and subsequent noise barrier analysis, would the barrier still be required? What would determine the final decision regarding the installation of Barrier O?	Environmental	No_Revision	As Noise Barrier Wall 'O' is included in the Basic Configuration (item 100.3.S), construction of the wall would be required unless included as a deviation to not build as part of an approved ATC.



25	TPAs	Environmental	160-4	Will the contractor responsible noise analysis need to include the widening of I-20 to 8 lanes to the interchange with US 378 in the "build condition" if the after construction is of this project is only 6 lanes.	Environmental	No_Revision	In the noise analysis for Phase 3, the contractor will need to address any changes between their proposed design and the RPA documented in the FEIS/ROD.
26	PIP	General	100-10	The topo survey provided in the DTM ends just west of the Saluda River Bridge on I-20 (Approx. STA 68+30). The RFP requires the Noise Barrier O be constructed and it runs a significant distance past the end of the provided topo survey. Is there any additional surveyed topo in the area of Noise Barrier O that can be provided?	Roadway	Revision	Additional survey provided in the Project Information Package with Addendum #5.
27	RFP			5.16.2.2 states contractor is responsible enter into utility agreements for "ALL" utility adjustments, payment directly between utility company and contractor, yet 140.3.3.2 states "B. Utility Agreements between SCDOT and Utility Companies..." Further, definition of utility adjustment work states "...any Utility Adjustment Work furnished or performed by the Utility Company is "NOT" part of the Work" and TP 140 - 140.1 "Utility Adjustment Work generally includes: Utility Adjustment Work performed by Utility Company B. In-Contract Utility Adjustment Work performed by Contractor". Please provide clarification if the out-of-contract utility relocation cost are the contractor's responsibility and should be included in the cost proposal.	Utilities	Revision	SCDOT will modify TP-140 in future addendum to remove language that conflicts with Article(s) in the Agreement. SCDOT will provide clarification that out-of-contract utility relocation costs are not the responsibility of the Contractor.
28	TPAs	Utilities	140-2	The City of Columbia's design criteria states their facilities must remain accessible and traversable (slope not greater than 4:1) with a standard 4-wheel drive truck. If this criteria requires additional right-of-way, who is responsible? Also, if unable to provide this traversable corridor, are there other measures to provide access that will waive this requirement (e.g. casing)?	Utilities	No_Revision	Contractor is responsible for adhering to CoC's design criteria including horizontal & vertical offsets of adjacent facilities and structures. Right of way required outside of the Schematic Right of way based on the Contractor's Schematic Design would be deemed Additional Right of way; CoC design criteria & specifications make provision for casing and variance requests.
29	TPAs	Utilities	140-2	The City of Columbia's design criteria states relocation shall not leave short runs of existing pipe between relocated sections, however U-Sheet shows an area to remain between relocated sections. Will it be acceptable to waive this criteria?	Utilities	No_Revision	Contractor is responsible to adhere to CoC design criteria and specifications. PIP 140-3 reflects potential relocation alignments based on Schematic Design; otherwise, Contractor may initiate a variance request.



30	TPAs	Utilities		The narrative relocation scope identifies handhole locations and the table in the MOA for the same scope states more handholes than in the narrative scope. Please clarify the location of handholes for all utility companies. In addition, will handholes be required at each service location. If so, please provide service locations.	Utilities	Revision	Hand holes identified in the relocation scope are identified tie-points. Contractor to adhere to each utility's design criteria and specifications for hand hole spacing requirements for design reviews as part of 30-60-100 percent design plan submittals. Relocation scope will be removed from TP Attachment with addendum #6.
31	Agreement_and_TPs	TP-140	140.4.4	The last paragraph at the end of each individual utility section states "Utility Adjustment Work to existing facilities BEYOND the project limits shall be carried out through...". Please clarify the intent of utility adjustments to existing facilities outside the project limits. It is understood the relocations may need to extend outside project limits, but the adjustment of existing facilities outside the project limits is unclear.	Utilities	No_Revision	Utility Adjustment Work is anticipated to tie to an existing hand hole or new hand hole with a stub out within the project limits; Utility Adjustment Work beyond the areas identified in TPs 140-1 to 140-10 shall be carried out through a Utility Agreement in accordance with Agreement Article 5.
32	PIP	Utilities	140-8	Utility as-built information is critical to many parts of the utility coordination process. (SUE verification, relocation design, etc.) Any many instances only GIS level information has been provided. There is great value in the actual record drawings and as-builts than just the information provide GIS and the SUE. (E.G. CoC record drawings were provided in Phase 1 and 2, but only GIS information provided for Phase 3) Kindly request to provide the as-builts/record drawings.	Utilities	Revision	Additional as-built information for City of Columbia has been received and was released in Addendum #5. Any additional as-builts for utilities will be released as it is provided by the utility.
33	TPAs	Utilities	140-1	Scope states additional work may be required and carried out through Utility Agreement with Agreement Article 5. Will the unidentified scope items be considered Contract Change Request and be added into the contract at a later date? Thus the contractor would not be responsible for the unidentified scope items in the cost proposal. Please clarify.	Utilities	No_Revision	Additional AT&T Utility Adjustment Work required due to Contractor's design beyond the proposed relocation scope in TP 140-1 will be self-performed by AT&T and will require a Utility Agreement or "No Cost" relocation package. Contractor will be responsible for utility coordination to develop and submit a Utility Agreement or "No Cost" relocation package per Agreement Article 5.



34	TPAs	Utilities	As the contractor is to negotiate and enter in to Utility Agreements and the scoping document states additional in-contract work may be required, please confirm contractor is to include all unidentified scope relocations in the cost proposal. Or, will these unidentified items be added in to the contract at a later date once an utility agreement is executed?	Utilities	No_Revision	This question is under review. SCDOT is considering including an allowance for water, sewer, telecommunication, and gas utility relocation work. Any revision will be reflected in a future addendum.
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