ISSUE DATE: July 19, 2022

Questions and Responses #1 for:

RFP-484-06162022DB: The US 278 Widening & Frontage Road Design-Build Project
Morgan, Newton and Walton Counties, Georgia

Note: Review carefully!

The purpose of this posting is to provide responses to the written questions received during the question and response period of the RFP Phase.

Questions and Responses:

	Question	Response
1.	Can you give an indication of what type of Structural Precast Concrete is on this project?	TP Section 13 defines allowances and restrictions for precast elements for use on this project.
2.	Can GDOT provide the time periods anticipated for the Third Party Environmental Approvals? This is needed to develop the construction schedule and ensure completion within the required time periods	Third-Party approval timelines can be found in Table 5-4 of TP 5.
3.	Can GDOT provide a demarcation line that shows where the boundary of the Third Party Environmental Documentation will be in relation to the US 278 Widening to ensure the appropriate documentation is addressed by the DB Team?	The Blue ESB for the Frontage Road (PI 0018363) shown in Attachment 5-5 of TP 5 is the boundary of the Third-Party environmental documentation. There are no environmental resources in the ESB overlap area between the two projects adjacent to US 278 (PI 0017219).
4.	Can GDOT confirm the date of availability for Parcels 16-24. Parcels 19-24 appear to cover a substantial portion of the frontage road.	Revised PA Exhibit 4 will be prepared once revised Series 60 ROW Plans are received. See forthcoming Amendment 1 and future Amendment 2.
5.	Does the DB Team have the ability to perform site investigations on Parcels 16-24 during the pursuit phase? For example, can additional soil borings be collected. The current provided hand augers only go 5-ft deep and SPT borings up to 15-ft, however the profile has 20-30 ft cut sections in these locations. The information provided by GDOT does not adequately allow our team to identify all of the required scope without additional investigations.	Site access to parcels 16-24 will not be permitted during the pursuit phase. However, additional geotechnical information and revised profile requirements will be included in the forthcoming amendment.

	Question	Response
6.	The language within Section 11.3.13.1 states that lighting shall be provided along both the Frontage Road and multi-use path (medium pedestrian level), which differs from the recommendations included in the Lighting Warrant Report provided as a RID for this project. The Lighting Warrant states that lighting is warranted at the interchange and is not warranted along the frontage road. Can GDOT confirm the required lighting for the project only includes the lighting of the frontage road and multi-use trail as listed in the TPs and not per the recommendations of the lighting warrant analysis?	Any information contained in the RIDS is for information purposes only. Lighting requirements are stated in TP 11.
7.	None of the borings provided, including the SPTs are deeper than 15-ft deep, however the contract places all of the risk for geotechnical conditions encountered on the DB Team where the proposed profile include cuts of 20-30 feet. If access to the site cannot be granted to the Design-Build Teams at least 30 days prior to bid due date to do reasonable investigations, then GDOT needs to ensure that any unknown geotechnical conditions (including shallow rock and groundwater) that differ from the provided boring will be considered a Compensation Event.	No change.
8.	The plans currently show a permanent stream relocation of IS-3 through a standard ditch. Since this section of the project is to be permitted by the Third Party Developer, will any requirements beyond diverting the stream through a standard ditch as shown on the costing plans required by the ACOE in order to issue the permit be the responsibility of the Third Party Developer?	Requirements are pending approval of Third-Party Section 404 permit.
9.	Several reports are listed as being provided at NTP3, however they are needed for the 404/SBV permit applications that must be prepared, submitted, and issued by the agencies prior to receiving NTP 3. Can GDOT provide date-certain times in the table prior to the anticipated NTP 2?	See Table 5-2 of TP 5 of the forthcoming amendment.
10.	Are additional mitigation credits that may be required to satisfy stream buffer variance requirements the responsibility of the DB Team for both PI No. 0017219 and 0018363?	Yes, as shown in Table 5-4 in TP 5 of the forthcoming amendment. GA stream buffer variance mitigation is the responsibility of DB Team for both PI No. 0017219 and 0018363.
11.	Is the DB Team responsible for the Stream Buffer Variance application for PI 0018363 or is the Third-Party Developer submitting that application?	The DB Team is responsible for Stream Buffer Variances applications for both PI No. 0017219 and 0018363. Refer to Table 5-4 in TP 5 of the forthcoming amendment.
12.	Section 7, Attachment 7-2 includes two executed MOUs for the City of Social Circle. Please clarify.	One agreement is for the Water/Sewer utilities and the other is for Gas.
13.	The SUE plans show an existing gas main along the proposed frontage road and it is labeled as being owned by the City of Covington. In review of the Utility Analyses none of the gas line owners list this facility as being in existence. However, City of Social Circle Gas has a betterment in their MOU to install a 6" gas main along the frontage road. Please confirm that the provided SUE plans are incorrect (gas main shown should be labeled as proposed) and that this work is not to be included in the Design-Builder's Price Proposal but is to be negotiated with the Owner as a betterment in accordance with the terms of the Design-Build Agreement.	The line in reference appears to be a proposed gas main. It will be removed from the final SUE plans. See future Amendment 2.

14.	Per Exhibit 1, “Basic Configuration” means, collectively, the Basic Configuration and (b) the “Mandatory Configuration Elements”, which includes a circular reference. This differs from the definition in TP 5.3.4.2 "Basic Configuration (the schematic design, established disturbance limits to support assumed construction means and methods and other studies, schematics or information on which the environmental approvals, including associated environmental assessment of effects reports, were based),", the NEPA Basic Configuration, and GEPA Basic Configuration. Please reconcile the multiple references. Please confirm that the projects associated with this DB contract are both being cleared under the GEPA requirements and that NEPA is not applicable with regard to preparation or receipt of an approved CE as mentioned in the Industry Forum. If this is the case, please also confirm that "NEPA Basic Configuration" would not be applicable.	See forthcoming amendment.
15.	Please remove the requirement that the Design-Build Agreement and the bonds be signed under seal so that a 6-year statute of limitations will apply to any alleged breaches thereof. Signing the contract “under seal” extends the statute of limitations for breach of contract actions from 6 years to 20 years, under OCGA Section 9-3-23. Specifically, claims for breach of contract after the 8-year statute of repose are essentially uninsurable under either a project-specific PL or CGL program. This gap in coverage will affect not only proposers but all contractors and all suppliers at all tiers. Consequently, we respectfully request that the Authority remove the requirement that the Project Agreement be signed under seal.	No change.
16.	Various Insurance Issues – Proposer requests a separate one-on-one meeting with GDOT’s insurance consultant and/or the ability to submit a white paper to cover various insurance matters that are critical to the Project’s development.	No change.

17.	To enable bidders to submit efficient bids that reduce contingency relating to unexpected but nonmaterial nonconformances in the Work, we respectfully request clarity on the commercial discussions relating to GDOT's agreement to an "accept as-is" designation for NCRs. First, we would request that this provision only apply to the defined term of "Nonconforming Work." Second, we would request that both GDOT's costs and Developer's cost savings be calculated "reasonably." Please see suggested revisions in brackets below. "If Design-Builder has requested a NCR disposition of "accept-as-is" [relating to Nonconforming Work], then prior to GDOT accepting such disposition, the Parties shall agree: (a) an amount to be paid by Design-Builder to GDOT to reimburse GDOT for the relevant completed Work not meeting all the requirements of the Design-Build Agreement, taking into account any [reasonable] additional costs which may be incurred by GDOT or any GDOT-Related Entity as a result of such failure including any long-term maintenance costs that might arise in the future as a result of the Nonconforming Work, and Design-Builder's [reasonable] cost savings as compared to implementing a "rework" NCR disposition; and"	No change.
18.	Please clarify why an individual 404 Permit Modification for P.I. 0018363 shall be required and what restrictions if any will that Third Party application place on the Project. As indicated in Attachment 5-3, Section 1.1, the Design-Builder shall complete the supporting documentation for the appropriate permit which is inconsistent with Table 5-4 from the Technical Provision Section 5 which states that Design-Builder is the "Preparer of Application". Please consider updating Table 5-4 to remove Design-Builder as "Preparer of Application" and replace with Third Party. Can the Sponsor provide the existing Individual Permit that has been approved for the P.I. 18363?	See Table 5-4 of TP 5 in forthcoming amendment. Refer to the following link for the Draft permit: https://www.sas.usace.army.mil/Missions/Regulatory/Public-Notices/Article/3035874/sas-2020-00182-sp-afw/
19.	Please add an overall limitation of Design-Builder's liability equal to a portion of the Contract Sum.	No change
20.	Section 17.3.11.1 provides a waiver of the Design-Builder's consequential damages. Section 17.3.11.2, however, includes significant carveouts, at least one of which renders the waiver of consequential damages superfluous. Specifically, carving out any damages arising from "violation or breach of . . . contract" renders the consequential damages waiver meaningless. Please revise 17.3.11.2(i) to delete "or contract." GDOT and Design-Builder's relationship will be formed and governed almost solely by contract. Again, to carve out damages arising from breach of contract from a consequential damages waiver does not reduce risk and does not enable proposers to reduce contingency as a result.	No change

21.	A Suspension for Convenience for 270 days can significantly impact suppliers, subcontractors, and DBE contractors working on the project. We request that the Suspension for Convenience provision be eliminated, or at a minimum, reduced to 90 days.	No change
22.	"Compensation Event" Definition: Add "Suspension for Convenience" to this list of Compensation Events. Given that GDOT may suspend the Work for a significant period of time, Design-Builder should be entitled to all compensation provided for in Article 13. For example, subcontractors, including DBE subcontractors, who are not performing such activities will very likely be unable to cease work for lengthy and uncertain periods of time that cannot be predicted. Replacement of such subcontractors will give rise to additional costs, including but not limited to additional mobilizations and price escalation. Moreover, a lengthy Suspension for Convenience could cause additional delay due to seasonal activities being pushed into winter months. Design-Builder should be compensated for its costs related to the extended schedule.	No change
23.	"Compensation Event" Definition: Please add an entry for Third Party Hazardous Materials to the list of Compensation Events that mirrors the Relief Event entry as follows. "Third Party Hazardous Materials Releases that (i) occur after the Setting Date, (ii) occur on the Existing Right of Way or (after acquired) the State Proposed/State Acquired Right of Way prior to, (after acquired) the Design-Builder Proposed/State Acquired Right of Way, or (after acquired) the Design- Builder Proposed/Design-Builder Acquired Right of Way, as applicable, (iii) are required to be reported to a Governmental Entity, and (iv) render use of the roadway or construction area unsafe or potentially unsafe absent assessment, containment and/or remediation"	No change.
24.	Section 13.3.1.2 states that "The Design-Builder shall ensure that each new bridge, full bridge replacement, and bridge widening or modification meets the load rating requirements for the design vehicle, as well as for all state legal live loads as defined in TP Attachment 13-1 (Legal Load Configurations).". Please clarify whether the requirements set under Table 13-1 and elsewhere in the RFP qualify as "modifications" as referenced in section 13.3.1.2.	Removal of the sidewalk will be considered as a modification to the bridge.
25.	Table 13-1 included in Section 13.3.1.3 describes some activities included in the rehabilitation works for the Bridge No. 1. Please clarify if these are the only works expected to be executed by the Design-Builder or if there is other criteria to be satisfied (i.e. minimum condition rating).	The Design-Builder shall assess other activities deemed necessary by the contract documents. See load rating requirements in Section 13.3.1.2 of TP 13.
26.	TP 8.4.6.1 states "The Frontage Road Rigid Pavement Design listed in Table 8-1 shall apply from the western most radius return to the eastern most radius return at the intersection with DW8 / future relocated Old Mill Road. The remainder of the Frontage Road shall utilize the asphalt pavement design listed in Table 8-1." Please clarify whether reference to "the western most	See forthcoming amendment.

	radius return" refers to the western most radius return at the intersection with DW8 / future relocated Old Mill Road.	
27.	Please clarify whether Design-Builder is required to correct existing crosslope and superelevation rates to comply with AASHTO requirements.	Existing cross slope shall be corrected by the Design-Builder. No Design Exception for cross slope or superelevation rates has been approved.
28.	Parcel 24 is shown as acquired on Technical Provisions Exhibit 7-3 Utility Plans, but not on Technical Provisions Exhibit 6-3 ROW or DBA Exhibit 4.	The SUE plans will be updated in future Amendment 2 to reflect the correct ROW status. Refer to Attachment 6-3 of TP 6 for ROW data.