

**ISSUE DATE: August 9, 2022**

Questions and Responses #2 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:**

	<b>Question</b>	<b>Response</b>
1.	A revised profile was provided as a RID on 7/13/2022 that changed the profile elevations along the locations of several Development Driveways. Will the required vertical elevation ranges be revised via amendment to ensure the revised profile is within the RFP requirements?	Yes, see Amendment 1 published on July 19, 2022.
2.	The deadline for Round 2 questions is July 22, 2022 at 5 PM. Please extend this deadline to 7 business days after the issuance of Amendment 1.	Question deadline was extended as part of Amendment 2.
3.	Per ITP 5.1.3 (b), the Proposer must provide signed Form C from itself, the proposed consultant and proposed subcontractors. Typically in the past, the Proposer has had to supply Form C from the consultant and proposed subconsultants. Please confirm if proposed subcontractors should provide Form C.	Confirmed as to proposed subcontractors, if applicable. No change.
4.	On previous Q&R number 7, the department re-affirmed that the proposers cannot access the project site to perform exploratory drilling. Can the department please provide an allowance that the Contractor can use in the event that significant unforeseen rock is encountered? The allowance will be fair for all the bidders and will only be used if necessary if rock is encountered.	No change. However, see Project Notice, dated July 29, 2022.
5.	The Bid Form F has each cost item line broken out by the 2 Project Numbers for a very specific list of numerous items, some of which do not apply to this project. This will be extremely time consuming and difficult to break out each individual scope of cost into the 2 separate projects. Please consider having a more simplified bid form that the Proposer needs only submit a single cost for each line item. In return, the Apparent Low Bidder can provide a cost breakdown per Project Number in the submission of the final Schedule of Values.	No change.
6.	Please provide a specific database location for a list of SVDDBE companies that can be used to meet the Project Goal.	If any prospective Prime needs help in searching for DBEs (or Veteran or Small Businesses) for this project, they may contact GDOT's DBE Help Desk at (404) 631-1273, or contact GDOT's State Supportive Services Provider MH Miles Company at (678) 420-5500, search <a href="https://ssl.doas.state.ga.us/gpr/loadSupplierSearch">https://ssl.doas.state.ga.us/gpr/loadSupplierSearch</a> or email <a href="mailto:cphelps@mhm-cpa.com">cphelps@mhm-cpa.com</a> .
7.	Will the Department be providing the Forms in their native format?	Yes

	Question	Response
8.	The Design-Build Agreement includes Exhibit 21-Material Indexation Adjustments. Our understanding is that (1) the Proposer has the option to participate, in whole or in part, in the Material Indexation Adjustment regime, (2) Material Indexation Adjustments in accordance with Exhibit 21 will only be applied to the Base Material(s) for which the Proposer has included an Indicative Proposal Quantity greater than zero (0) on Form AA,,and (3) an Indicative Proposal Quantity of zero (0) on Form AA for one or more of the Base Materials is considered responsive. We request that the Department confirm that our understanding is correct.	1) Proposer may participate in whole or in part. 2) Adjustments will only apply to Base Material(s) that Proposer has indicated are greater than zero. 3) An indicative quantity of zero for one or more Base Materials is considered responsive.
9.	Will an Indicative Proposal Quantity of zero (0) on Form AA for one or more of the Base Materials be considered responsive?	Yes
10.	Line #4 in Section 8.4.6.2 states that driveways for utility access shall be earth unless otherwise stated. Please confirm that the proposed GTC access drives on the Frontage Road are to be earth.	The proposed GTC access driveways on the Frontage Road are expected to be earth per the RFP.
11.	Addendum 1 states that the light poles to be used to light the Frontage Road and Multi-use Trail shall be 25 foot....with 400W equivalent fixtures. Based on preliminary calculations, the combination of the required mounting height and fixture wattage does not allow for a compliant design; with issues arising with glare and uniformity. Please revise the pole height or the required equivalent wattage of the fixtures to ensure the Design-Builder can comply with the requirements.	See forthcoming Amendment 4.
12.	In the design-build memorandum of understanding between GDOT and various utility owners, there is only one approved contractor or consultant for several utilities( Newton County Water and Sewerage Authority and Walton EMC, etc.). Is the intent of the Department to only allow the listed utility contractor/consultant to perform the work, or will the Department allow other GDOT prequalified utility contractors/consultants to perform the work allowing for competitive pricing?	The listed contractors/consultants in the MOU were provided by the utility companies. The DB teams shall follow the requirements of the MOU.
13.	We appreciate the additional geotechnical information that was provided, however, it is still substantially less than what our team would typically collect on a design-build project in order to adequately assess the geotechnical risks and develop a responsive and competitive bid. Since we are not allowed access to the property to collect the information needed, it is not reasonable for the Department to require Proposers to assume the geotechnical risk. Because the risk, particularly on the Frontage Road, is significant, the Department should be willing to assume the risk of geotechnical condition differing from the information provided by GDOT. We request that the Department reconsider its approach to this issue and we again request that a Compensation Event for differing site conditions be added.	No change. However, see Project Notice, dated July 29, 2022.

	Question	Response
14.	For Bridge 1, Table 13-1 states that the existing bridge shall be rehabilitated, and that the rehabilitation shall include removing the existing sidewalks, repairing the bridge deck after sidewalk removal, and providing bridge deck finish and striping in accordance with GDOT Specifications. It does not say that the rehabilitation is limited to the work described. Is there any other rehabilitation work required to be performed by the D/B Team for this, or any other bridge, on this project?	The listed rehabilitation work under the "Bridge Modification" description is the only rehabilitation scope expected to be completed. This, however, does not relieve the Design Builder of assessing other activities deemed necessary by the contract documents. Also, see load rating requirements of Section 13.3.1.2 of TP 13.
15.	For Bridge 1, Table 13-1 states that after removing the existing sidewalks, the bridge deck is to be repaired and that a bridge deck finish meeting GDOT Specifications is to be provided. Is the bridge deck work described limited to the area under the existing sidewalks? If not, please clarify what other repair or rehabilitative work is required on the existing bridge deck.	See response to question #14 of Questions and Responses #2.
16.	The answers to Round 1 questions referenced a forthcoming Amendment 2. Provided the number of potential changes expected with Amendment 2, please add an additional round of questions to allow Design-Build teams to seek any necessary clarifications relating to the amendment.	No change.  Note Amendment 2 previously referred to in Amendment 1 shall now refer to forthcoming Amendment 4.
17.	In review of the utility plans we have determined that Georgia Transmission Company has facilities in conflict with the proposed project. Please provide an MOU for GTC.	The DB teams shall not conflict with GTC facilities as directed in TP 1. No MOU will be provided.
18.	Please provide US 278 as-built plans showing the existing drainage system	As-builts will be included as a RID.
19.	Can Design-Builder satisfy the romanette (a)(ii) insurance requirements by providing a \$3,000,000 CPPI policy and a \$1,000,000 Lead Design Consultant underlying practice policy, or does Design-Builder need to provide a \$2,000,000 CPPI policy, a \$1,000,000 Design-Builder practice (or project-specific) policy, and a \$ 1,000,000 Lead Design Consultant underlying practice policy?	No change. However, yes, GDOT will accept the \$3.0 million limit CPPI policy provided it provides primary prof. liability protection to the Design-Builder in addition to the 'protective' protection above the Lead Design Consultant's \$1.0M prof. liability policy.
20.	<p>Exhibit 17, Paragraph 1(a) states, "The policy shall provide coverage for "all risks" of direct physical loss or damage to the portions or elements of the Project under construction, including terrorism (certified by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act, Pub.L. 107-297, as amended by the Terrorism Risk Insurance Program Reauthorization Act of 2015, Pub.L. 114-1, as further amended by the Terrorism Risk Insurance Program Reauthorization Act of 2019, Pub.L. 116-94, as may be further amended), the perils of earthquake, earth movement, flood, storm, tempest, windstorm, hurricane, and tornado and subsidence; shall contain extensions of coverage that are typical for a project of the nature of the Project; and shall contain only those exclusions that are typical for a project of the nature of the Project."</p> <p>Please consider adding the following clause to the final sentence: "including commercially reasonable sublimits."</p>	No change.

	Question	Response
21.	<p>Exhibit 17, Paragraph 7 states, "The workers' compensation Insurance Policy (or Policies as required by Law) need not be project-specific and shall contain the following endorsements ... (c) An alternative employer endorsement (Category II and Category III projects only)".</p> <p>In theory, by adding this endorsement, the Design-Builder is granted sole remedy and therefore barring a third party action regarding the claim. Under this theory, the alternate employer endorsement extends workers' compensation and employers' liability coverages to the alternate employer, but we have yet to see this applied in this context, though. Typically, this endorsement is used when you hire a temporary labor.</p> <p>The alternate employer endorsement extends workers' compensation and employers' liability coverages to the alternate employer. It pays benefits to temporary workers who are injured on the job while working for the alternate employer (the hiring company). The temp agency remains the workers' primary employer. The hiring company is insured only while the temporary workers are assigned to it. The endorsement cannot be used to insure the hiring company's regular employees. Those workers must be insured under a separate policy purchased by their employer.</p> <p>Please consider deleting this endorsement requirement.</p>	<p>See forthcoming Amendment 4.</p> <p>However, for the avoidance of doubt, note the question posed referred to a particular section found in paragraph 8 and not 7 as asked. The response will address paragraph 8.</p>
22.	<p>Article 16.1.2.4 (a) states, "At any time Design-Builder is required to obtain or cause to be obtained any Insurance Policy, including insurance coverage required of Contractors, and thereafter not later than 15 days prior to the expiration date of each Insurance Policy."</p> <p>Obligation to provide COIs 15 days before renewal will be difficult to comply with. Please consider removal of "15 days prior to" from the sentence.</p>	<p>See forthcoming Amendment 4.</p>
23.	<p>Article 16.1.2.5 states, "Design-Builder may request GDOT to approve, in its sole discretion, inclusion of Project insurance requirements under this DBA Section 16.1 (Insurance) and DBA Exhibit 17 (Insurance Coverage Requirements) within or under a Design-Builder-Related Entity/ies corporate or insurance program, so long as the program affords the Project dedicated policy limits and sublimits, as applicable, under each Insurance Policy, with Design-Builder as a named insured."</p> <p>Can GDOT clarify this section to make it clear that the use of a master program is acceptable, specifically the pollution and umbrella? Exhibit 17 seems to clarify Design-Builder can use non-project specific for GL, auto, and professional</p>	<p>See forthcoming Amendment 4.</p>
24.	<p>Article 16.1.2.13 states, "No defense costs shall be included within or erode the limits of coverage of any of the Insurance Policies, except that defense costs may be included within the limits of coverage of professional and pollution liability Insurance Policies."</p> <p>Please add the umbrella policies to the exception to the requirement that defense costs cannot erode the limits of coverage.</p>	<p>No change.</p>

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25.	<p>Paragraph 1.(d) states, "GDOT will be named as co-Loss Payee under the policy with Design-Builder."</p> <p>GDOT should be added as a loss payee, no a co-loss payee. This appears to just be a difference in wording.</p>	See forthcoming Amendment 4.
26.	<p>Paragraph 1.(d) states, "The policy shall have no exclusions that limit pollution liability claims and actions by any Indemnified Party against Design-Builder."</p> <p>This language is broad and vague. Please amend to clarify to state that the policy will not include an insured v. insured exclusion. That seems like the intent.</p>	No change.
27.	<p>"3.4.2.2 all required real property rights (e.g., rights of entry) necessary for commencement of any portion of the Work authorized by NTP2 are in place, or as are in place for GDOT authorized in writing for certain Design Work approved by GDOT prior to issuance of NTP2, as evidenced in approvals, in writing, by GDOT;"</p> <p>Please permit commencement of design ahead of property rights.</p>	See forthcoming Amendment 4.
28.	<p>Many thanks for the the clarifications regarding the applicability of GEPA to the project and changes implemented to ensure consistency across the DBA..</p> <p>Proposer respectfully requests that GDOT also corrects the circular reference in Exhibit 1 which reads <i>"Basic Configuration" means, collectively, the Basic Configuration and (b) the "Mandatory Configuration Elements"</i>. And make this consistent with the definition in TP 5.3.4.2 <i>"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),"</i></p> <p>Proposer requests for the Department confirms the plans provided within the RIDs represent the Basic Configuration (the schematic design, established disturbance limits to support assumed construction means and methods, etc.) to be established by the forthcoming environmental studies and will not be modified by further revisions prior to completion.</p>	See forthcoming Amendment 4. Updated Costing Plans representing the Basic Configuration were provided on August 3, 2022, in the RIDs. No further changes are anticipated outside any changes proposed by the Design-Builder.
29.	<p>Please provide the Drainage calculations and report for the proposed drainage systems shown in the basic configuration for US 278 and Frontage Road, the hydraulic model(s) used for sizing the proposed drainage systems for US 278 and Frontage Road, including ditches ND the hydraulic report and HEC-RAS model for the 60-inch culvert proposed on the Frontage Road in Stream 5 (Approximate Station 196+23)</p>	Drainage calculations can be found in the drainage design file for US-278 and Frontage Road that is already included as a RID (0017219_0018363_DRNG_DESIGN.dgn). HY-8 models will be included as a RID for the cross-culverts on US-278 and Frontage Road, including the 60 inch culvert at Station 196+23.