DESIGN-BUILD
FINAL Q/R

TENNESSEE DEPARTMENT OF TRANSPORTATION

State Route 396, Saturn Parkway Extension,

Maury County- TENNESSEE

TO BE ATTACHED WITH COVER SHEET OF BID PROPOSAL

CONTRACT NUMBER: DB1601

November 30, 2017

RFP QUESTION REQUEST
FORM QR

PROJECT: STP-396(4), 60100-1209-04

DB CONTRACT No.: **DB**1601 DATE: Sept 20th 2017

RFP Book No. and Section ID	Question	Reserved for Agency Response
Book 3, Section I. Environmental Boundaries	This section states the environmental boundaries report (EBR) for Project 1 (PIN 117319.01) SR-247 and Project 2 (PIN 121394.00) Project Shotgun have been provided. The EBRs for these two projects have not been provided and is not posted online. The EBR for Project # 3 (PIN 123399.00) Project Triple Crown is posted. It should be noted that two EBRs that are posted online are both for Project #3. Requesting the EBRs for Projects 1 & 2.	**EBR 1 &EBR 2 are posted on the construction site under alternative contracting**
Book 3, Section II. Water Quality Permits	This section states that there are no WQ permits needed for Project 1 (PIN 117319.01) SR-247. However for Project 2 (PIN 121394.00) Project Shotgun, it states TDOT has obtained the WQ permits from TDEC and the COE. Requesting the WQ permit application and the received WQ permits from each agency for Project 2.	**These permits are posted on the construction site under alternative contracting**

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PROJECT: STP-396(4), 60100-1209-04

DB CONTRACT No.: **DB**1601 DATE: Nov 9th 2017

RFP Book No. and Section ID	Question	Reserved for Agency Response
Book 3 – Section 3 Roadway Scope of Work -Project 1 & 2	What is the required design speed for Project 1 & 2? Data provided indicates 35mph on the profile. If TDOT is requiring the DB team to meet 40 mph (as indicated in Project 3), is the DB team responsible for correcting the plans for Project 1 & 2 and acquiring additional R/W? And acquire additional R/W if need for staging?	**Project 1 (PIN 117319.01) – As indicated on the Title Sheet of the ROW plans, the Design Speed (V) is 35 MPH** **Project 2 (PIN 121394.00) – As indicated on the Title Sheet of the ROW plans, the Design Speed (V) is 35 MPH** **Any additional ROW needed for staging will be the responsibility of the DB team**
Addendum # 4 – October 19th 2017	"Roadway Lighting TBD" - What is the status of a Lighting Addendum?	**An addendum will be issued stating that intersection and partial interchange lighting, in accordance with TDOT's Traffic Design Manual, will be required at the GM Plant intersection and ramps**
Book 1 – Section 2 - Project 2 Site 3	At the intersection of US 31 and Stephen P Hirsch Parkway where the radius is improved, Is it acceptable to re-locate the traffic signal pole only without upgrading the signals?	**Relocation of the traffic signal pole is acceptable if the existing pole, span wire and signal heads meet the current standards**

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Book 3 – Section 3 Roadway Scope of Work	Please define the limits for replacement of large guide signs and other signs on SR 396 and SR 6. For example, will the sign at ¾ mile in advance of the NB SR 6 Gore ("GM Visitor & Truck Entrance") require replacement?	**All signs that define movements and direction that will change based on the new intersection and ramp configuration at all approaches will need to be replaced. DB team to verify existing signs and determine the limits** **As to the specific sign mentioned, yes, the replacement.** **RFP states a conceptual signing and marking plan is required as part of RFP submittal**
Book 3 – Section 3 Roadway Scope of Work	Please define the interchange classification with respect to MUTCD 2E.32 as either Major, Intermediate, or Minor. The type of guide sign required differs significantly depending on the classification (Arrow-Per-Lane vs. Exit Only signage).	**US-31 (SR-6) at SR-396 is classified as a Major Interchange**

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Book 3 – Section 3 Roadway Scope of Work	Addendum 4 specifies that "All Advance Guide Signs and exit directional signage shall be mounted on new overhead truss or bridge mounted sign structures (not cantilevered sign structures)." Recommend amending the RFP to allow for ground-mount advance guide signage, in accordance to the MUTCD, as some signs (for example SR 6 SB ½ mile guide sign) would be impactful if requiring overhead truss structures.	**The intent of the mentioned statement was to not allow new cantilevered structures and to replace existing cantilever structures within the project limits with new overhead truss mounted sign structures.** **The MUTCD does allow ground mounted signs under certain conditions. Sign and sign structure shall be defined as part of the conceptual signing and marking plan required as part of RFP submittal**
Book 3 Section 9 – Construction Scope of Work	"Sod shall be placed……on all newly graded cut and fill slopes as work progresses." contradicts "if permanent or temporary vegetation is to be used as an EPSC measure". It is impractical and costly to use sod as work "progresses". We are assuming this is an error and temporary vegetation can be used during construction and permanent vegetation such as seed and erosion blankets are allowed not sod. Please confirm	**Permanent stabilization shall be as shown on the typical section in Addendum 4. Temporary stabilization can be shall meet Chapter 10 of the TDOT Drainage manual.**

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PROJECT: Saturn PKWY Extension

DB CONTRACT No.: **DB** 1601 DATE: November 17, 2017

RFP Book No. and Section ID	Question	Reserved for Agency Response
	Please provide as-built plans for the existing structure over the GM employee entrance that will be removed by the Design-Builder.	The existing bridge over the employee entrance is a private bridge built by GM. TDOT do not have any plans on the structure. It is the Design Builder's responsibility to acquire the plans from GM or provide as built plans.
	Please confirm that any CSX costs associated with constructing a temporary bridge for the project do not need to be included in the Design-Builders price and that those costs will be paid by TDOT to CSX directly.	There shouldn't be a temporary bridge built. The intended question concerns the construction of a temporary at-grade crossing while the permanent highway structure is being constructed. If my assumption is correct the following applies and if my assumption is wrong, I will need further clarification to respond appropriately. All costs incurred by CSXT in support of the subject project will be paid as a reimbursement against the Force Account Estimate through invoices by this office. With that said, all Railroad coordination costs associated with the design and construction phases of the project must be allocated by the potential Contractor within their bid. This means their bid must cover the estimated costs of interacting with the Railroad throughout the duration of the project – for all phases of the project. At the end of the project, the construction office is responsible for reviewing any overages above

		the contractors bid for dealing with the railroad. If the actual costs are more than the estimated costs by the contractor, the construction office will determine if the contractor is due compensation or not. This is the risk of the contractor to take on the project and is included within their bid with the State. The State and the Railroad does not assume the risk associated with the project, this is passed on to the contractor. The railroad will be reimbursed for their actual costs by the Department so when it comes to determining any overages to be assessed of the contractor or not at the end of the project, it's an easy process because we will have a record of the Railroads actual incurred costs for the entire project. So in summary, the contractor's bid will include: - All preliminary engineering design coordination costs - All construction coordination costs (which would include the coordination, installation, and eventual removal of the temporary at-grade crossing which will be accomplished by the railroad forces) The costs of these coordinated items and the materials associated with them will be items worked out through the coordination process. Each contractor has the ability to communicate with the Railroad to obtain a rough estimate of

		these costs prior to submitting their bids. If any contractor needs the contact information again, I will be more than happy to supply the information upon request. So, as a direct response to the question: Yes, TDOT will pay CSXT directly for all incurred cost but those direct payments will be assessed from the Design-Builders total price and their bid must cover all anticipated expenses to deal with the railroad on the subject project.
	TDOT's standard specification 108.07B for Excusable, Non Compensable delays identifies Utility Delays as an Excusable, Non Compensable Delay since they are out of the control of the Department and the Contractor. We request TDOT add this specification to the contract in order to allow the Department and the contractor to work together to mitigate utility impacts.	The TDOT's standard specification 108.07B is part of the DB contract.
Policy 340-07	For utilities that are eligible for 75% of the relocation costs per Policy 340-07 Move-In, please confirm that the Department will revise the Design-Builders Contract to include all of their costs associated with the Move-In State work per Standard Specification 109.04.	The Department will address that with a change order.

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Contract Book 3, Section 7, h	Please define what "certify" means in regards to *"The Design Builder shall process and **certify** all non-compensable utilities for potential conflict and/or relocations."*	The DB will assume the role of Utility coordinator ensuring that the relocation for "non-compensable" utilities are in compliance with the Department rules and regulations for the accommodation of utilities on State ROW. "Compensable" utilities will be reviewed by Department Utility Staff to ensure the relocations are in compliance with the same rules and regulations as well as the State Chapter 86 rules and the Federal rules and regulation compliance for compensable costs. The Department certifies to the FHWA that utility coordination was performed in compliance with all state and federal rules and regulations. Those coordinated by the DB and reviewed by the Department.
Contract Book 3, Section 7, p	Will the department provide a copy of Utility Relocation Agreement that will be required to be executed between TDOT and utility owners? (We would like to have a better understanding of the complexity of the agreement)	Yes, the link to the Utility Relocation Agreement: http://www.tn.gov/tdot/article/transportation-construction-division-design-build-db1601

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Contract Book 3, Section 7.q	If a utility owner cannot furnish evidence of prior right-of-way or compensable interest in their facilities, will the design builder be eligible for a time delay damages if one should occur as a result of the utility owner.	ROW or compensable issue should not be a factor to any delay. A property interest establishes if the utility is compensated for the relocation cost in full for those existing facilities outside public ROW (city, county, state). Facilities on public ROW eligible for Chapter 86 are compensated with respect to the Department policy. Those remaining facilities on public ROW that are ineligible for Chapter 86 compensation are subject to State Statute schedule of calendar days established during utility coordination and subsequent potential fines.
	Will the Department or GM be removing the remaining structure and fencing at the old recreational area, or is this the Design Builders responsibility? If it is the Design Builders role can plans be provided for the remaining facility.	Design Builders shall be responsible for removing all building, sheds, lighting and fencing associated with the existing recreational area. GM will be responsible for disconnecting the electrical power and cut/cap the water at its source prior to demolition. The Contractor shall be responsible for removing any remaining conduit and/or pipe after utility is disconnected by GM. Contractor shall notify TDOT and GM 14 days prior to beginning work in this area.
Contract Book 3, Section 7.t (from Addendum 2 and 4)	Per Addendum 2 section 7.t was added to Contract Book 3, with the last sentence stating: *"Once an approved Contract with the utility is in place, the Department will revise the Design Builder Contract to include the Move-In State work per Standard Specifications 109.04."* In Addendum 4 this line was removed. Please either add it back in or clarify how the Design Builder will be contracted and paid for Move-	The addendum 2 revised the Utility scope of work, the Addendum 4 revised the roadway scope of work. So this sentence in the utility scope of work still exists *"Once an approved Contract with the utility is in place, the Department will revise the Design Builder Contract to include the Move-In State work per Standard Specifications 109.04."*

	in State work.	
CSX Public Project Manual	Please verify that the Beechcroft Road over CSX Railroad bridge needs to maintain a standard horizontal clearance from centerline of track to the face of the pier of 25'-0" for greater. If provisions for future track, access roads, or other CSXT facilities are required please provide details for incorporation into our design.	As a reference section II. Clearances and section III. CRASHWALLS of the CSXT Public projects manual page 66 or see below for the direct reference. **II. CLEARANCES:** *A. Horizontal Clearance: Standard horizontal clearance from centerline of the track to the face of the pier or abutment shall typically be 25'-0" or greater, but never less than 18'-0", measured perpendicular to the track. Provisions for future tracks, access roads, other CSXT facilities, and drainage may require the minimum clearance be increased or use of multi-span structures. The toe of footings shall not be closer than 11'-0" from centerline of the track to provide adequate room for sheeting.* **III. CRASHWALLS:** *AREMA Specifications, Chapter 8, Article 2.1.5 covers the requirements for crashwalls. Crashwalls are required when face of the pier is closer than 25'-0" from centerline of the track, measured perpendicular to the track,*

		except as noted below. *Crashwalls shall meet the following requirements:* *A. Crashwalls for single column piers shall be minimum 2'-6" thick and shall extend a minimum of 6'-0" above the top of high rail for piers located between 18'-0" and 25'-0" from the centerline of the nearest track. The wall shall extend minimum 6'-0" beyond the column on each side in the direction parallel to the track.* *B. For multi-column piers, the columns shall be connected with a wall of the same thickness as the columns or 2'-6" whichever is greater. The wall shall extend a minimum of 2'-6" beyond the end of outside columns in a direction parallel to the track.* *C. Reinforcing steel to adequately anchor the crashwalls to the column and footing shall be provided. For piers of heavy construction, crashwalls may be omitted. Solid piers with a minimum thickness of 2'-6" and length of 20'-0", single column piers of minimum 4'-0" X 12'-6" dimensions or any other solid pier sections with equivalent cross sections and minimum 2'-6" thickness are considered as heavy construction.*
Book 3 Section 7.p (previously submitted October 13, 2017)	Please provide the anticipated timeframe for TDOT to execute a utility relocation agreement.	TDOT estimates 45 days from receiving the A date package.

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TDOT Design Build Standard Guidance: Section 6.5.17	The Design Build Standard Guidance manual states: "The railroad may require the Design-Builder to enter into a Preliminary Engineering (PE) Agreement." Our understanding is that TDOT will hold all agreements with CSX and the Design-Builder does not need to carry costs for such agreements. Please confirm.	Yes, TDOT will hold all agreements with CSX and the Design-Builder does not need to carry costs for such agreements.
Book 2 Section D.3 (pg. 11	The anticipated NTP date has been pushed one month due to Addendum 1 and 3 months from the date included in the draft RFP. not Will the project completion date of July 31, 2020 be adjusted due to the new NTP date?	The Project completion date is July 31, 2020

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PROJECT: Saturn PKWY Extension

DB CONTRACT No.: **DB** 1601 DATE: November 30, 2017

RFP Book No. and Section ID	Question	Reserved for Agency Response
Book 3: Section 7 Utility Scope of Work paragraph Q	On Q&R RFP 11/27/17 TDOT responded that standard specification 108.07B is included in the contract. 108.07B states that utility delays are excusable which would allow for time to be adjusted delay. We assume that the intent of this response was to make it clear that this provision controls over arguably contrary provisions of the Contract such as in Book 3 Section 7 under paragraph Q. Obviously it is important that we have the right to at least a time adjustment for utility delays that are beyond our control. Please confirm.	Per Standard Specification 108.07B, time adjustments for excusable, non-compensable delays are acceptable in situations where delays are not the fault of the Design-Builder. All Chapter 86 move-in state utility work is the responsibility of the Design-Builder and will not be covered by this provision.