

RFP QUESTION REQUEST FORM QR

PROJECT: Interstate 65 Interchange at Buckner Road, Williamson County, Tennessee

DB CONTRACT No.: DB2001

DATE: 11/17/2020

QR#	RFP Book No. and Section ID	Question	Reserved for Agency Response
8-1	RFP Book 1 Section D.5 and RFP Book 3 Section 5.2	Can the Department clarify if and when a written response to the comments received from review of the Initial Lighting Design Exhibit Review are to be submitted? Section 5.2 of the RFP Book 3 states that they are to be included in the Technical Proposal with Response Category IV, but the response letter states that concurrence will be provided during final design.	No written response is required, however comments shall be addressed and incorporated into the technical proposal. The technical proposal shall include Response Category IV Item 4.b.2, along with the ROW Acquisition Sheets, with any comments received from the initial design exhibit review addressed.

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8-2	RFP Contract Book 1, Addendum 4	RFP Contract Book 1, Addendum 4 Item number 203-50.50 Construction of Access Road states, "all costs associated with providing access to Tracts 17 and 32 per Contract Book 3 Section 3.11. If it is determined during ROW acquisition that this item is not needed, the Department will reduce the lump sum contract amount by the amount bid for Item No. 203-50.50." Regarding costs associated with the ROW Scope, please confirm that the access road ROW acquisition process will be consistent with all other ROW Scope on the Project, per RFP Book 3, Section 7.0, and that Design-Builder is not responsible for actual purchase of the land?	Item No. 203-50.50 is for costs to construct the access road. All design and acquisition process costs are in the other related items and paid for in accordance with RFP Book 3 Chapter 7.

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8-3	RFP Contract Book 1, Addendum 4	RFP Contract Book 3, Addendum 4, Section 3.11 states, "The Design-Builder shall be responsible for preparing any additional environmental technical studies and completion of the NEPA document reevaluation(s) if its design falls outside the construction limits shown in the NEPA document." Please clarify if a reevaluation is needed if design extends beyond the Construction Limits or the Environmental Technical Study Area?	As stated, "The Design-Builder shall be responsible for preparing any additional environmental technical studies and completion of the NEPA document reevaluation(s) if its design falls outside the <u>construction limits</u> shown in the approved NEPA document."
8-4	RFP Contract Book 1, Section 2	Will the deliverable documents require review by agencies other than TDOT and FHWA, such as the City of Spring Hill, TN, or Middle-Tennessee Electric (Lighting Design)? If so, can the Design-Builder assume a 10-day review period, concurrent with TDOT review?	Review periods will be as defined in Section 2.2 of RFP Book 3. Review periods not defined by Section 2.2 of Book 3 shall be determined by the Design-Builder.
8-5	QR-5	According to the response to QR 5-31, Structures on a tract identified as "Loss of Access" shall be demolished and removed. Will the Design-Builder have to accommodate the 120 Day Utility Coordination Phase for Utilities servicing these structures? Can the Design-Builder assume existing utility service to these tracts can be discontinued and will not be required to be relocated?	Addendum 4 requires construction of access road, which eliminates need for Loss of Access to those tracts. Disconnecting private utility services is not subject to statutory utility coordination periods. Existing utility service to be discontinued if the structure is a relocation from proposed right-of-way impact. Utility service for partial acquisition to be

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			determined by the ROW acquisition process.
8-6	Preliminary Lighting Submittal	Please confirm that the maximum allowable distance between pull boxes is 250 feet.	250' is the maximum allowable spacing between pull boxes.
8-7	RFP Contract Book 3, Section 5.2	The RFP states to construct Complete Interchange Lighting (CIL) in accordance with TDOT Traffic Design Manual. TDOT Traffic Design Manual Figure 15.8 Calculation Points for Luminance and Illuminance Design Methods shows photometric data points relative to "lane widths". Please clarify if the term "lane widths" applies only to travel lanes or is inclusive of shoulder pavement in photometric analysis.	"Lane widths" is inclusive of the shoulder pavement in photometric analysis.
8-8	QR - 3	Per response to QR #3-11, a lighting maintenance agreement for the interchange lighting will be secured by TDOT and City of Spring Hill. Please clarify if TDOT will maintain the interchange lighting and MTEMC will maintain the additional lighting along Buckner Rd that is to be included in the forthcoming Addendum?	The city will be responsible for maintaining the lighting. This is covered in the local agency agreement and the ROW Proposal for the Interchange.
8-9	RFP Contract Book 3, Section 5.2	Per discussions with Middle Tennessee Electric, they have recommended two separate electrical	Yes, it is an acceptable concept. The Design-Builder shall coordinate

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		<p>services for the interchange crossover signals. Please confirm that this is acceptable by TDOT and/or City of Spring Hill for future Maintenance purposes?</p>	<p>between all the stakeholders including the electrical provider (MTEMC), the City of Spring Hill, and TDOT on electrical service points (see RFP Book 3).</p>
8-10	RFP Contract Book 3, Section 9 Environmental	<p>Regarding USACE 404 Permitting, there is a significant difference in the duration required to secure a 404 Nationwide Permit versus a 404 Individual Permit. Should the Design-Builder assume the Project will covered under a 404 Nationwide Permit, or 404 Individual Permit?</p>	<p>RFP Book 3, Section 9.7, states “The Design-Builder shall determine all permits required in order to perform the work”.</p>
8-11	RFP Contract Book 3, Section 9 Environmental	<p>Regarding TDEC ARAP Permitting, there is a significant difference in the duration required, and mitigation required, for a General ARAP Permit versus an Individual ARAP Permit. Should the Design-Builder assume the Project will be covered under a General ARAP Permit of Individual ARAP Permit?</p>	<p>RFP Book 3, Section 9.7, states “The Design-Builder shall determine all permits required in order to perform the work”.</p>

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8-12	RFP Contract Book 3, Section 9 Environmental	<p>It appears that purchase of Credits through Mitigation Banks within HUC 06040003 are not currently available and may not be available at the time Mitigation Planning is required for Permitting purposes.</p> <p>Does TDOT have Credits available that can be purchased by the Design-Builder?</p> <p>If Credits are not available, is it TDOT's intent that the Design-Builder will be required to select a Permittee-Responsible Mitigation Option, either off-site or on-site?</p>	<p>TDOT does not have credits that the Design-Builder can purchase.</p> <p>Per RFP Book 3 Section 9.6, the Design-Builder shall be responsible for all compensatory mitigation.</p>

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8-13	RFP Book 3, Section 1.3 (Page 4)	<p>Page 4 of RFP Book 3 (Section 1.3) states “The Design-Builder shall bear the risk for any changes in its design or construction resulting from its failure to verify the survey and geotechnical data provided by the Department.”</p> <p>Considering access to Tract 15 (West of I-65) was denied for any geotechnical verification or exploration, it is unclear how the statement above will be handled.</p> <p>When the Project commences, if there are changes in geology, unknown sinkholes, extensive phosphatic and unsuitable material uncovered, will this be considered a Differing Site Condition?</p>	<p>The geotechnical investigations are the responsibility of the Design-Builder in accordance with Section 6.0 of RFP Book 3.</p>
8-14	RFP Book 3, Section 9 Environmental	<p>It is our understanding that a Categorical Exclusion was done for this Project.</p> <p>If extensive permitting with USACE or TDEC is needed, will a more detailed Environmental Assessment of NEPA Process be required?</p> <p>This could result in impacts associated with public comments or re-evaluations that could be a major change that the Design-Build teams cannot account for at this time.</p>	<p>If the USACE must issue an Individual 404 permit, the USACE will then develop their own NEPA document, but the Design-Builder shall provide information to the USACE during the development of the document, as needed.</p> <p>For Mitigation, the design builder shall be responsible for the NEPA Technical Studies and required NEPA Re-evaluations including a more</p>

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			<p>detailed environmental assessment, if required. See RFP Book 3 Section 9.6.</p> <p>If the Design-Builder steps outside of the construction limits evaluated by the NEPA study, it shall be the Design-Builder's responsibility for any additional Technical Studies and required NEPA Re-evaluations. See RFP Book 3 Sections 7.0 and 9.7.</p>
8-15	Reference Material – Geotechnical Report	<p>Per the Department's Geotechnical Report, Phosphatic Material is present within the Project.</p> <p>Please confirm if it will be up to the Design-Builder to determine the suitability of these soils, per Geotechnical Design and TDOT Specifications for Embankment, or if all materials shall be wasted off-site, as indicated by TDOT's response to QR 3-31, and the price to accommodate this be included in the Bid.</p>	<p>It is the Design-Builder's responsibility to provide material meeting contract requirements and TDOT specifications. See RFP Book 3 Chapter 10. As stated in QR-3-31, any material obtained from the site that does not meet requirements, should be wasted off-site in accordance with the contract requirements for waste sites, including permitting.</p>

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8-16	QR 6-7	<p>TDOT response to QR 6-7 states that “Right of Entry will not be allowed prior to Initiation of Negotiations.”</p> <p>We assume that this does not pertain to Design related field investigation and activities, such as Survey and Geotechnical work. Please confirm.</p>	<p>Access to private property for survey and geotechnical activities shall be in accordance with the TDOT Survey Manual and Section 6.1 of RFP Book 3, respectively.</p>
8-17	Addendum 4	<p>TDOT has specified that the Design-Builder is to account in their schedule for the Definitive Design package related to the AT&T Legacy Line be approved by May 1st, 2021 and to account for an (18) month duration from May 1st for the Utility Coordination and Relocation by AT&T Legacy.</p> <p>This duration appears to greatly increase the risk of late performance or delay to delivery of the Project and could put the Federal Grant at Risk. Has TDOT evaluated this risk into their overall schedule requirements and considered it into their Liquidated Damages amount, or B-Day amount, evaluation?</p>	<p>The Liquidated Damage and B-value amounts for this contract have been established and included in the RFP (see Addendum 3).</p>
8-18	QR 5-31	Per TDOT Response to QR 5-31, the structure(s)	See response to QR8-5.

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		<p>on Tract 17 referred to as “Loss of Access” shall be demolished and removed.</p> <p>Since response to that QR, the Department has added a requirement for an Access Road to Tract 17 and Tract 18.</p> <p>Please confirm if the structure at Tract 17 is still intended to be removed? If so, will this property owner be accommodated with a “commercial relocation” given it is operated as an Airbnb?</p>	<p>If the Design-Builders design is configured so this residence is outside of ROW, then it can remain pending the outcome of the ROW negotiations. If the Design-Builders design requires removal of the residence for proposed ROW, the determination for the type of relocation will be made during ROW acquisition.</p>
8-19	Addendum 4	<p>The Department states that it is the Design-Builder’s responsibility for any NEPA re-evaluation required for the Access Rd. to Tracts 17/18.</p> <p>Will the Department provide a duration that the Design-Builder shall assume for the NEPA re-evaluation process associated with this Access Rd?</p>	<p>It is the Design-Builder’s responsibility to perform NEPA re-evaluation(s) and establish the associated impact to their schedule.</p>

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8-20	QR 5-26	<p>The Department's response to this question indicates that the existing pavement at Lewisburg Pike shall be milled and overlaid with 1.25" of PG7-22 GR D.</p> <p>However, the proposed versus existing profiles shown in the Functional Plans do not support that, but rather show extensive level-up required to match the proposed profile.</p> <p>Shall the Design-Builder account for any asphalt level up required to construct the Lewisburg Pike main lanes to the proposed profile shown in the Functional Plans and/or any required cross-slope and grade correction to match the proposed widening profile?</p>	<p>The Functional Plans are for information only. The Design-Builder shall design and construct the improvements to meet the contract requirements and design criteria included in the RFP.</p>
8-21	RFP Book 3, Section 7 ROW	<p>Due to recent subdivision of properties and other business interests of properties, there appears to be several parcels at risk for Eminent Domain. Will the Department be proactive in engaging the condemnation process to minimize the impact to the overall Project schedule?</p>	<p>Per RFP Book 3, the Design-Builder shall anticipate time for condemnation proceedings. The Design-Builder is solely at risk for any delays for right-of-entry associated with condemnation proceedings.</p>

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8-22	RFP Contract Book 3, Section 8 Utilities	<p>This is to seek further clarification regarding the handling of utilities on the Project. We understand that the Department will be responsible for the Utility Coordination. A key component of that coordination effort is to ensure the utility owners perform their work in a timely manner.</p> <p>Under the applicable statutes, TDOT has the authority to require utility owners to perform their work on a schedule that is consistent with the completion of the Project. Will TDOT commit to exercise their rights when it becomes necessary to avoid delays to the work due to utility relocations?</p>	<p>If a utility does not complete their relocation within the approved schedule of calendar days, per the utility owner agreement, the Department will levy fines on the utility per our utility relocation process.</p>

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8-23	RFP Contract Book 3, Section 8 Utilities	<p>RFP Book 3, Section 8 states...”No additional compensation or time shall be granted for any delays, inconveniences, or damage sustained by the Design-Builder or its Subcontractors due to interferences from utilities or the operation of relocating utilities.”</p> <p>Standard Specification 108.07B, Excusable, Non-Compensable Delays, includes Utilities as an example of such delay that would provide a Time Extension.</p> <p>Please confirm whether delays, inconveniences or damages sustained by Design-Builder or its Subcontractors due to interference from utilities or operation of relocating utilities will be evaluated as a Non-Compensable Delay as outlined in Standard Specification 108.07B, which would be consistent with other TDOT Design-Build Procurements.</p>	<p>The Department will evaluate utility delays considered outside the Design-Builder’s control and make a determination on a case by case basis as they arise in accordance with the Standard Specification 108.07B and/or contract terms as applicable.</p>

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8-24	RFP Book 2, Section 3 Indemnification	<p>RFP Contract Book 2, Section 3 Indemnification states “The Design-Builder shall indemnify and hold harmless the State, the Department, and all of its officers, agents, and employees from all suits, actions or claims of any character arising from the Design-Builder’s acts or omissions in the prosecution of the work...”</p> <p>We request that the word “negligent” be added before the words “acts or omissions” in this section.</p>	<p>RFP Contract Book 2, Section 3 Indemnification will be changed to “The Design-Builder shall indemnify and hold harmless the State, the Department, and all of its officers, agents, and employees from all suits, actions or claims of any character arising from the Design-Builder’s <u>negligent or other tortious acts or omissions</u> in the prosecution of the work...” in an upcoming Addendum.</p>

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8-25	RFP Book 3, Section 7 ROW	<p>The Design-Builder will include in its proposed schedule the time necessary to acquire rights of way for the Project in accordance with state and federal law.</p> <p>There are actions within the process of acquiring rights of way which cannot be taken by Design-Builder but can only be performed by TDOT.</p> <p>If Design-Builder demonstrates that the approved schedule includes the periods of time dictated by State and Federal rights of way acquisition requirements, but Design-Builder is delayed by TDOT during the phases TDOT controls, will Design-Builder be entitled to a change order under Section 2.11 of the Design Build Standard Guidance, which provides that the Contract Time/Amount may be adjusted due to the “Acts or omissions by TDOT or its duly appointed representative that unreasonable interfere with the Design-Builder’s performance and cause delay of work on the critical path of the CPM Schedule.”</p>	<p>For the ROW Acquisition process, TDOT only controls response to Design-Builder submittals and will provide review responses in accordance with Section 2.2 of RFP Book 3. All other activities within that process are the responsibility of the Design-Builder to define within their schedule.</p>

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8-26	RFP Book 3, Appendix A; Pavement Evaluation Report, Williamson Co. I-65	Per our understanding of the “Pavement Evaluation Report”, cores taken on September 8 th and included in the report were all from the outside shoulder of I-65. Is there any information about the inside shoulders of I-65? If temporary pavement, beyond that which is required to remove (mill and overlay) the existing rumble strips on the shoulders, is required for maintenance of traffic operations, what pavement section should be used? Is it the intent of the department for these areas to be paved using the full depth section provided in the RFP and to remain after the completion of temporary traffic operations?	There is no information available from the Department for existing pavement of the inside shoulder of I-65. All available information has been provided on the project website in reference materials. It is the Design-Builders responsibility to design any temporary pavement. The response to QR3-36 will be revised in the final QR document.

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8-27	RFP Book 3, Section 11.0	<p>Developing the NB I-65 proposed work zone in accordance with standard drawing T-WZ-16, and applying the required buffer zone and the required lane shift distance, the northbound I-65 temporary lane shift will begin immediately after the point where I-65 already drops the outside lane from Saturn Parkway to reduce from 3 lanes to 2 lanes. Typically to meet the MUTCD when merging a lane and performing a lane shift there is a buffer zone (1/2L) required between these actions. Will TDOT require a buffer distance between the existing lane drop and the proposed temporary lane shift? If this buffer distance is required, what is the acceptable distance? Is it acceptable to adjust the location of the lane drop temporarily to the south to achieve this buffer?"</p>	<p>A buffer shall be provided. The buffer between the lane shift and the end of the acceleration lane taper shall be 730 feet. The Design-Builder may temporarily stripe the Saturn Parkway on-ramp to I-65 NB to allow the buffer. The single lane section of the acceleration lane shall be shortened as little as possible, but shall not be less than 2,000 feet excluding the tapers. Upon removing the lane shift, the Design-Builder shall restore the striping of the acceleration lane to its pre-construction configuration.</p>

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8-28	RFP Book 3, Section 3.2	Reference to QR#6-1 if the limits of mill and overlay along I-65 extend beyond the ETSA boundary because of disturbance to the pavement or pavement markings caused by traffic control activities, will a re-evaluation of the NEPA document be required? If a minor re-evaluation is required, would the Department complete this work?	Re-evaluation of the NEPA document is required if the limits of construction are extended beyond those included in the approved NEPA document and will be the responsibility of the Design-Builder.
8-29	Response Category IV: Technical Solution	In questions 7 and 8, did the Department intend to ask the following twice, “Describe any geotechnical investigations to be performed by the Design-Builder”? Should the language be struck from question no. 7?	Yes. Ignore the duplicate statement in responding to Question 7.

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8-30	RFP Book 3, Section 3.5	Regarding the statement, “Inlets shall not drain onto or through existing or future roads or drainage systems excluding the culverts along I-65.”, will a linear detention system meeting the requirements described in section 8.03.2 of the department’s drainage manual be acceptable to release stormwater at a rate equal to or less than the pre-developed runoff rate at the western termini of the project near Buckner Lane?	The intent of this section of the RFP is that stormwater for the DB project shall not be directed to an existing or known future planned road. The Design-Builder shall analyze the impacts to any receiving system of runoff from the project to demonstrate no adverse effect to existing or currently planned infrastructure.
8-31	Response to Initial ROW and Access Road Submittal; Reference to Upcoming Addendum	Per the letter we received, the following is stated, “The CA fence shall be offset from the toe of slope along the ramps a distance of 20’ similar to that required by Note 4 on Std. Dwg. RD11-TS-5 for freeways.” Is this intended just for the area adjacent to the proposed access road or is it applied to all new ramp areas (acceleration/deceleration, taper areas, etc.) even if short sections of slopes encroach on the existing fence?	This is intended for the full length of all proposed ramps.

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8-32	Book 3; Section 9	If a NEPA re-evaluation is required, will the Department approve Definitive Design plans for the May 1, 2021 deadline without a fully approved NEPA document?	A re-evaluation is the responsibility of the Design-Builder including the associated schedule impacts and do not relieve the DB from other contract requirements, such as the contract term or specific milestones. NEPA, including any re-evaluations, must be approved prior to acceptance of Definitive Design plans.
8-33	Book 3; Section 3.11	Addendum #4 indicated that the Access Road may not ultimately be constructed. What is the Department's criteria for that decision and when will that decision be made (prior to Definitive Design Plan approval)?	Need for the access road will be determined during the ROW acquisition process associated with the Design-Builder's Definitive Design as accepted by the Department.
8-34	Book 3; Section 7	If condemnation is required for a parcel on this project, will the Department sign off on the ROW phase and allow construction activities to occur based on Right-of-Entry or order of possession?	Right-of-Entry prior to certification of ROW acquired for a parcel will not be allowed.
8-35	Book 3; Section 3.11	Can LIC 2 be broken into multiple submittal packages for the purpose of meeting the DD deadline of May 1 st ?	Yes. The Definitive Design and Readiness-for-Construction Plans can be combined and/or submitted in reasonable phases or segments to expedite progress. A separate NTP

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			will be issued for each RFC phase or segment. (Section 5.2.2 of the Design Build Standard Guidance)
8-36	Book 1; Procurement Schedules/Submittal Deadlines	With the recent addenda, would the Department entertain the submittal of ATC's with the proposal	ATC's are no longer accepted.
8-37	Book 1; Item 203-50.50	Since the cost of the frontage road could determine the low bid of part A, would the Department consider using an allowance for all bidders?	The Design-Builder should include a cost for constructing the access road as required by the RFP.
8-38	Book 3; Section 3.11	Is the Design Builder at risk if ATT's schedule to relocate exceeds 18 months?	The Department will evaluate utility delays considered outside the Design-Builder's control and make a determination on a case by case basis as they arise in accordance with the Standard Specification 108.07B and/or contract terms as applicable.
8-39	Book 3; Section 3.11	Are there any limitations on where the design builder can stage and/or work in wither the Interchange area or LIC No. 2 during the relocation of the ATT line?	The Design-Builder can stage work at their cost as desired if all contract requirements are met.

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8-40	Per DB2001_QR5_9-24 question #5-29.	Please verify that the Uniformity calculation Max:Min of 6:1 will be an additional requirement for this job since it is usually only required for the Luminance method for lighting design calculations.	The uniformity ratio (the “average/minimum”, which is 3:1) and the Minimum Maintained Average Values “0.9” are the two values that must be calculated.
8-41	Based on the response for QR#5-30:	Do these requirements outlined in the response apply to only jurisdictional streams or do they apply to all hydraulic conveyances?	It applies to jurisdictional streams only.
8-42	Book 1 – Section E.1.a; Pg 24; Per the last paragraph on page 24	“Price Proposals shall be submitted using Internet bidding...”. When will the .ebsx file be posted to Bid Express so that we may setup and format our price proposal for submission?	The Bid Express file will be posted November 20th.

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8-43	Book 3 – Appendix A: Engineering Analysis Pavement Design	Temporary traffic control will require shifting the travel lanes of I-65 to the inside and utilizing the inside shoulders. Standard Drawing T-WZ-16 describes using (BPMB-HM) Grading D for up to 3” then (BPMB-HM) Grading A for anything beyond 3” in conjunction with the D mix. Is the intent to use this pavement design or will the Department supply an updated design to include temporary pavement on I-65?	It is the Design-Builders responsibility to design any temporary pavement.
8-44	Book 3 – Appendix A: Engineering Analysis Pavement Design	Temporary traffic control on Lewisburg Pike may require temporary pavement. Will the Department provide a temporary pavement design or is it the responsibility of the Design Builder?	It is the Design-Builders responsibility to design any temporary pavement.

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8-45	Functional Plans (updated 10-12-20) sheets 4, 4A&B & 5, 5A&B	The construction of Buckner Road is creating a dam affect with a headwater elevation plus freeboard that will overtop the functional plan profile for approximately 1,300 feet at the beginning of the project. This requires raising the profile and/or adding additional cross drains not shown to meet TDOT Drainage requirements. Due to the proximity of Buckner Lane/Buckner Road intersection (designed by others) there is potential impact to its design. Is it acceptable to raise the profile in this area? If so, please provide guidance on acceptable grades.	The Buckner Lane intersection project will construct Buckner Road to STA 102+50 using the profile shown in the Functional Plans. The Design-Builder may revise the profile east of STA 102+50 but shall tie to the intersection project at STA 102+50 at the elevation provided. The revised profile shall meet the requirements of the Design Guidelines, Drainage Manual, and Section 3 of the RFP. The addition of cross drains is an acceptable means to meet the drainage requirements of the project.