

## PDB QUESTION REQUEST FORM QR

PROJECT: SR-81 & SR-107 Emergency PDB    CONTRACT No.: PD2402

DATE: 10/1/24

RFP Section ID	Question	Reserved for Agency Response
1.1.2	Can the as-built drawings of the old bridges be provided. These don't appear to be available on the typical online sites.	<b>As-Built Plans are available at the following link:</b> <a href="https://tncloud.tn.gov/owncloud/index.php/s/sf20B89VyxUWPof">https://tncloud.tn.gov/owncloud/index.php/s/sf20B89VyxUWPof</a> <b>Now Available in Reference Material.</b>
1.1.2	Regarding permits and environmental commitments. What permits do you anticipate being required for these bridge replacements? Can you provide an anticipated list and timing we should assume in the schedule?	<b>Applicable Permits and timing are the responsibility of the DBT. See Design-Build Standard Guidance Section 5.2.10. <a href="#">Design-Build Standard-Guidance 2022-04-28 (tn.gov)</a>.</b> <b>The Department is actively coordinating with applicable agencies to facilitate maximum flexibility and expedition of permitting requirements. The Department will work in collaboration with the DBT as more information is available.</b>
1.1.2	Can you provide any information on normal and high water elevations or flow rates.	<b>Outside of historic events normal and high-water elevations are provided on the existing plans, see link above. This historic event has impacted channel geometry, new hydraulic data will need to be generated.</b>
1.1.2	Can existing ROW limits be provided?	<b>The DBT is responsible for Project Survey. The following link may be referenced for information only: <a href="#">TN Property Viewer</a></b>

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1.1.2	Is there any existing utility information available for each location?	<b>The DBT is responsible for Project Survey and determining the disposition of existing utilities. Previously existing utilities were severely impacted by the flood event. Ongoing utility restoration efforts are underway.</b>
1.5.3	Is there a maximum incentive / disincentive for the project?	<b>No.</b>
2.5	The RFQ states that no time adjustments will be allowed for the time required to review and approve shop drawings. What duration should the PDB Team allot in the Project Schedule for the Department's Review and Approval of Shop Drawings?	<b>Design-Build review periods are 10-business days. In light of the urgency of this project, the Department will make every effort to expedite submittal reviews.</b>
DBSG Section 2.7	TDOT's Design-Build Standard Guidance typically limits the DB team to two concurrent submittals per Division, unless otherwise indicated by the TDOT PM. This typically impacts the Project Schedule. Due to the accelerated delivery timeline and multiple bridge sites, will TDOT allow more than two concurrent submittals per Division for this project?	<b>More than two concurrent submittals per Division will be allowed to be transmitted and will be reviewed in a logical order of priority as determined by the Department in collaboration with the DBT.</b>

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3	The evaluation and scoring criteria states that only 3 pages are allowed for Factors #1, 2, and 3. Project descriptions are typically formatted for a single page per project. With limited time to prepare the proposal, it would be beneficial to have additional pages for this section. Could TDOT please add at least 3 additional pages to the limit for this section?	<b>No additional pages will be allowed.</b>
	What procedures will TDOT put in place to help expedite the permitting process? Which permits will TDOT be responsible for? Are their applicable emergency rules in place that allow for the compression of review timeframes on permitting?	<b>Applicable Permits and timing are the responsibility of the DBT. See Design-Build Standard Guidance Section 5.2.10. <a href="#">Design-Build Standard-Guidance 2022-04-28 (tn.gov)</a> The Department is actively coordinating with applicable agencies to facilitate maximum flexibility and expedition of permitting requirements. The Department will work in collaboration with the DBT as more information is available.</b>
1.5.3	Can we assume the bridges re-opening to traffic as substantial project completion. Will the Department allow activities after substantial completion beyond vegetation establishment for activities that do not interfere with the flow of traffic (i.e. trestle removal, bridge supports, etc.).	<b>For this project's incentive/disincentive, substantial completion will be considered open to traffic with all required safety appurtenances installed. The RFQ will be adjusted by addendum.</b>
	Please provide the most recent bridge inspection reports for 90SR0810003 and 30SR1070007	<b>Most recent bridge inspection reports are available at the link above.</b>

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1.5.2	Line and grade plans shall be completed within 15 Calendar Days of Contract Execution. Will TDOT provide any preliminary survey data or should line and grade be based upon prior bridge plans and available as-builts with adjustments made as necessary once survey data is collected?	<p><b>This historic event has impacted channel geometry, new lidar survey currently being is collected and will be shared with the selected DBT. Additional survey will also be required by the DBT.</b></p> <p><b>The following video shows recent conditions of the SR-81 Bridge and surrounding areas for reference of impacts: <a href="#">Helene Flooding Day 3 Recovery 81S and Limestone Areas (youtube.com)</a></b></p>
Appendix A: Sample PDB Services Contract	Please confirm whether the Liquidated Damages outlined in Table 108.09-1 of the January 1, 2021 TDOT Standard Specifications will apply to any contractual milestones included in the preconstruction agreement? If not, please clarify the damages and any cap on damages applicable in the event of unexcused delay in meeting the preconstruction completion deadlines.	<p><b>There will be no Liquidated Damages for the pre-construction milestones. The RFQ will be adjusted by addendum.</b></p>

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Appendix A: Sample PDB Services Contract, Article 3.22	Given the nature of the work under the preconstruction agreement, Proposer requests TDOT modify Article 3.22 of the Sample Pre-Construction Agreement as follows: Replace the second sentence with “The DESIGN-BUILD TEAM shall indemnify and hold harmless the STATE from third-party claims and damages to the extent caused by the negligence of the DESIGN-BUILD TEAM in performing its duties in conformance with the reasonable standard of care applicable to design professionals within the State of Tennessee”	<b>TDOT is not agreeable to this modification.</b>
Appendix A: Sample PDB Services Contract, Article 3.1	Please confirm, should the contract be terminated prior to completion any use, reuse or modification of the Work Product by the Owner or other persons will be at the Owner’s or such other persons’, as applicable, sole risk and without liability or legal exposure to DESIGN-BUILD TEAM; and (b) The Owner shall indemnify, defend and hold harmless the DESIGN-BUILD TEAM successors, assigns, officeholders, officers, directors, agents, representatives, consultants and employees from any claim asserted, incurred, suffered or awarded as a result of or that relate to any third-party claims, suits, actions, allegations or proceedings arising out of or caused by any acts, actions, negligence, errors, omissions, fault, willful misconduct, violation of Law or breach of contract by the Owner arising out of or resulting from any use, reuse or modification of the Work Product.	<p><b>a) TDOT is agreeable to modified language reflecting that any reuse or modification of such Work Product for purposes other than those intended in the DESIGN-BUILD TEAM’s scope of services without written verification or adaptation by the DESIGN-BUILD TEAM for the specific purpose intended shall be at the STATE’s sole risk and without liability to the DESIGN-BUILD TEAM.</b></p> <p><b>b) TDOT is not agreeable to this modification. TDOT does not have legal authority to indemnify or hold harmless.</b></p>

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Sample Pre-Construction Agreement – PD2401 – I65 Bridge of the Cumberland, Section 3.10 Engineer's Endorsement	It is not typical for Engineer to endorse Preliminary Plans or Estimates. We respectfully request TDOT edit the section to remove these requirements under section 3.10?	<b>TDOT is agreeable to removing the word Preliminary from Section 3.10.</b>
Sample Pre-Construction Agreement – PD2401 – I65 Bridge of the Cumberland, Section 3.11 Control	We respectfully request editing the requirements in the first sentence from 'satisfactory to the STATE' to 'consistent with the terms of this Agreement' and in the last sentence of 'wishes of the STATE' to 'terms of this Agreement'? The requirements for beyond the Agreement could lead to both Standard of Care and Insurability concerns.	<b>TDOT is agreeable to modifying this language to reflect that work is to be performed in accordance with the terms of the Agreement pursuant to the applicable standard of care.</b>