

RFP QUESTION REQUEST FORM QR

PROJECT: Saturn PKWY Extension

DB CONTRACT No.: **DB** 1601

DATE: November 17, 2017

RFP Book No. and Section ID	Question	Reserved for Agency Response
	<p>Please provide as-built plans for the existing structure over the GM employee entrance that will be removed by the Design-Builder.</p>	<p>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.</p>
	<p>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.</p>	<p>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.</p> <p>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</p>

**RFP QUESTION REQUEST
FORM QR**

		<p>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.</p> <p>So in summary, the contractor's bid will include:</p> <ul style="list-style-type: none">- 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) <p>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</p>
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RFP QUESTION REQUEST FORM QR

		<p>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.</p>
	<p>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.</p>	<p>The TDOT's standard specification 108.07B is part of the DB contract.</p>
<p>Policy 340-07</p>	<p>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.</p>	<p>The Department will address that with a change order.</p>

RFP QUESTION REQUEST FORM QR

<p>Contract Book 3, Section 7, h</p>	<p>Please define what “certify” means in regards to “<i>The Design Builder shall process and certify all non-compensable utilities for potential conflict and/or relocations.</i>”</p>	<p>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.</p>
<p>Contract Book 3, Section 7, p</p>	<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)</p>	<p>Yes, the link to the Utility Relocation Agreement: http://www.tn.gov/tdot/article/transportation-construction-division-design-build-db1601</p>

RFP QUESTION REQUEST FORM QR

<p>Contract Book 3, Section 7.q</p>	<p>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.</p>	<p>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.</p>
	<p>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.</p>	<p>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.</p>
<p>Contract Book 3, Section 7.t (from Addendum 2 and 4)</p>	<p>Per Addendum 2 section 7.t was added to Contract Book 3, with the last sentence stating: <i>“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.”</i></p> <p>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-</p>	<p>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 <i>“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.”</i></p>

RFP QUESTION REQUEST FORM QR

	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.	<p>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.</p> <p>II. CLEARANCES:</p> <p>A. <i>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.</i></p> <p>III. CRASHWALLS:</p> <p><i>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,</i></p>

RFP QUESTION REQUEST FORM QR

		<p><i>except as noted below. Crashwalls shall meet the following requirements:</i></p> <p><i>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.</i></p> <p><i>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.</i></p> <p><i>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.</i></p>
<p>Book 3 Section 7.p (previously submitted October 13, 2017)</p>	<p>Please provide the anticipated timeframe for TDOT to execute a utility relocation agreement.</p>	<p>TDOT estimates 45 days from receiving the A date package.</p>

RFP QUESTION REQUEST FORM QR

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