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No.	Document	Section and Page	Question/Comment	Response
Legal				
1	DB QAP Guide	6.4.5 Page 91	The Design Build Quality Assurance Program Implementation Guide mentions that all test taken by the CQAM must be taken for the purpose of acceptance and must be recorded. Does this mean that the Design Build Contractor must have a separate Quality Control technician for informational testing?	Yes. QC is a separate DB Contractor responsibility.
2	ITP Vol 1	5.3.1 Page 31	Due to the fact that contract time will begin after NTP1 would TxDOT consider issuing NTP2 immediately following DB Contractor's submittal of PMP documents?	See Addendum #2.

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3	ITP & DBC	ITP Section 1.3.6 Sectin of Design & DBC Recitals Paragraph M	As it relates to the Signed and Sealed plans issued by TxDOT, based on the following two paragraphs from the ITP and DBC: <u>ITP Section 1.3.6 Status of Design</u> *TxDOT will be providing signed and sealed final design plans to the DB Contractor. Such design plans will be made available to Proposers in the Reference Information Documents ("RIDs") and will be incorporated into the DBC.* <u>DBC RECITALS Paragraph M</u> *TxDOT has provided to the DB Contractor in the Reference Information Documents signed and sealed final design plans for each Location of the Project (the "Final Design Documents"). Subject to approved Deviations or approved ATCs, the Final Design Plans are to be used by the DB Contractor as the basis for the construction of the Project.* Who is responsible in the event inconsistencies or errors are encountered in the Final Design Documents? Section 13.3 DB Contractor-Requested Change Order and 13.3.1 Eligible Changes of the DBC do not address changes resulting from Final Design Plan errors. Further, Section 13.8 Matters Not Eligible for Change Orders and Waivers of the DBC specifically states any "event or circumstance" not expressly provided for in Section 13 is the DB Contractor's responsibility. Combined with a 20 question limitation (ITP 2.3.1), the DB Contractor is restricted in identifying and resolving these issues.	Section 3.3 allocates responsibility between DB Contractor and TxDOT as to design errors. Clarification will be provided in Section 13 that will explicitly link a potential Change Order in the event of schedule delay/cost increases due to design errors that are the responsibility of TxDOT under Section 3.3.

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4	DBC	Section 1.2.1 Order of Precedence	Regarding Section 1.2.1 Order of Precedence in the DBC, we are concerned that there may be unintended consequences if the order presented remains. For instance, DB Contractor's Proposal Commitments and ATC's, number 5 of 6 in precedence, would be overridden by Change Orders, DBC, Technical Provision amendments and Technical Provisions. This seems to be contradictory to the purpose of ATC's. Additionally, specific provisions of the Final Design Documents may be overridden by more generic Technical Provisions. We are suggesting the following: Move position 5 to position 3 Move position 6 to position 4 Move position 4 to position 5 Move position 3 to position 6 Resulting in an Order of Precedence of 1, 2, 5, 6, 4, 3	The requested change will not be made.
5	Insurance		At the initial one-on-one meeting, our concerns over insurance limits and the requirements to push down to subcontractors were raised. Without a response to these concerns, and the formal question asked previously, we are questioning if the intent of the Insurance language is targeted toward an OCIP (Owner Controlled Insurance Program).	Revisions to insurance limits will be addressed in Addendum #2.

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6	DBC	Section 6.5.1.2 / Page 17	In Section 6.5.1.2, TxDOT mentions "Unidentified Utility facility." **Please clarify the definition of "facility".**	A "facility" as used in that section would be, for example, a water line or an electric line, wherever it may be found, and regardless of the number of places it may impact the project. No change to the DBC will be made.
7	DBC	Exhibit 1 - Definitions: Identified Utility / Page 21	Item (b) of the definition of Identified Utility seems to imply that if one gas utility is identified, all gas utilities are "Identified Utilities." For example, if there is a gas line marked at Station 1500 then it is an Identified Utility. However, if there is a separate gas line at Station 1500+50, but this separate gas line is not marked on the Utility Strip Map, then it also falls under the definition of Identified Utility just by the fact that it is a gas line. Please clarify your intent in this definition by deleting item (b), since this concept is already captured in item (ii) of the last paragraph of the definition.	The requested revision will be made in Addendum #2.
8	DBC	Exhibit 1 - Definitions: TxDOT-Caused Delay / Page 33	Please clarify that if the Joint Use Agreement with UPRR is not fully executed by December 2014, this failure will be a TxDOT-Caused Delay.	If agreement is not received by 12/1/2014, it will be a TxDOT-Caused Delay.

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9	DBC	Section 2.1.1.2 / Page 5	Please reconsider and revise the approval of the PMP so that TxDOT's approval cannot be arbitrary or capricious, which is the standard applied in TxDOT's prior design-build projects. Suggested Revision: DB Contractor shall submit to TxDOT for its approval, in its discretion, each component part, plan and other documentation of the Project Management Plan and any proposed changes or additions to or revisions of any such component part, plan or other documentation. TxDOT's decision regarding whether to approve the PMP under this Section 4.1.4 shall not be arbitrary or capricious.	The requested revision will be made in Addendum #2.
10	DBC	Section 4.1.4 / Page 10	Please reconsider allowing the DB Contractor relief if TxDOT does not issue NTP2 after a set period of time after TxDOT's approval of PMP and Project Schedule, as contemplated in Section 4.1.4. As currently drafted, TxDOT could consume an unlimited amount of the Project Schedule prior to issuing NTP2, or never issue NTP2, and still assess the DB Contractor liquidated damages. Suggested Revision: TxDOT anticipates issuing NTP2 concurrently with TxDOT's approval of all the foregoing component parts, plans and documentation of the Project Management Plan and the Project Schedule. Any failure of TxDOT to issue NTP2 within fourteen (14) days after TxDOT's approval of the foregoing component parts, plans and documentation of the Project Management Plan and the Project Schedule will be considered a TxDOT-Caused Delay.	Revisions will be included in Addendum #2 that will create a TxDOT-Caused Delay in the event that TxDOT does not issue NTP2 within 30 days of all conditions precedent to the issuance of NTP2 having been satisfied.

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No.	Document	Section and Page	Question/Comment	Response
11	DBC	Section 12.3.3.3 / Page 47	Section 12.3.3.3 states, "The amount payable for Record Drawings acceptable to TxDOT shall equal 1% of the Price, which shall be withheld from each payment of the Price. DB Contractor shall not be entitled to payment for the last 1% of the Price until acceptable Record Drawings have been delivered to TDOT." Please revise this to: The amount payable for Record Drawings acceptable to TxDOT shall equal 1% of the Price per each location, which shall be withheld from each payment of the Price for each location. DB Contractor shall not be entitled to payment for the last 1% of the Price for each Location until acceptable Record Drawings for the Location have been delivered to TDOT.	The requested change will be made.
12	DBC	Section 12.3.3.1 / Page 47	Please clarify TxDOT's reasoning for requiring bond and insurance premiums to be paid prior to NTP2 but not providing for reimbursement of those expenditures until after NTP2.	No change will be made.
13	DBC	Various	The document has been revised to eliminate subsections 6.3.1 and 6.3.2, but there are several references to these sections still in the documents. **Please revise the documents to delete these references.**	Will make revisions as necessary.

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14	ITP	Forms M-1.1, 1.2, 1.3, M-2, M-3	Form M-1.3 requires the proposer to supply pricing for each location and to indicate "Base" or "Additional". This form will supply TxDOT with all required information to evaluate the proposer's actual score based on price. **Will TxDOT eliminate forms M-1.1, M-1.2, M-2, and M-3 from the proposal?**	No changes will be made.
15	DBC	Section 4.4/Pages 11-12	As with other provisions in the Agreement, please make the condition precedent to starting construction in item (b) related to the location of the work. Proposer suggests the following alternate or change: Except to the extent expressly permitted in writing by TxDOT in its sole discretion, DB Contractor shall not commence construction of the Project or applicable portion thereof until TxDOT issues NTP2, and … **(b) Utility Adjustments included in the applicable portion of the Construction Work have been identified.**	The requested change will be made in Addendum #2.

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16	DBC	Section 11.5/ Page 42	Please clarify Section 11.5 as follows: **Subject to Section 17.4, the Warranties and Subcontractor warranties are in addition to all rights and remedies available under the DBC Documents or applicable Law or in equity, and shall not limit DB Contractor's liability or responsibility imposed by the DBC Documents or applicable Law or in equity with respect to the Work, including liability for design defects in designs furnished by DB Contractor, latent construction defects, strict liability, breach, negligence, intentional misconduct or fraud.**	A change in response to this comment will be reflected in Addendum #2.
17	DBC	8.1.8	Current Language: If a single Warranty Bond is provided, upon expiration of the Warranty Term for the first Location, the amount of the Warranty Bond may be reduced to 20% of the Price for the other Locations under Warranty. Issue: 20% of the Price for the other locations will increase the penalty value of the Warranty Bond, which is 10% per 8.1.7. This appears to be a drafting error as the RFQ documents had stated a 20% Warranty Bond. Requested Change: 20% should be replaced with 10%.	The requested change will be made in Addendum #2.

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No.	Document	Section and Page	Question/Comment	Response
18	DBC	9 & Exhibit 14	Current Language: The DBC Section 9 and DBC Exhibit 14 contain detailed insurance requirements previously associated with Comprehensive Development and Capital Maintenance Agreements. Issue: Applying these overly prescriptive insurance requirements to a design build contract with no financing element or long term maintenance will result in substantially increased insurance costs which may reduce the amount of work that can be performed within the $150 million in available funds. Requested Change: Replace Section 9 and Exhibit 14 with TxDot's standard insurance requirements from the 2004 Standard Specifications. This will allow the Contractor to use its existing master insurance program and eliminate the unnecessary additional cost of project- specific insurance.	Some revisions will be made in Addendum #2.
19	ITP	Exhibit F, 13	Current Language: The agreement shall terminate upon execution of a Comprehensive Development Agreement. Issue: This project is a Design-Build Contract Requested Change: Replace Comprehensive Development Agreement with Design-Build Contract.	Will be revised in Addendum #2.

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20	DBC	9.2.5	Current Language: All insurance proceeds received by DB Contractor for any insured loss under the insurance policies required shall be paid into a separate account and held in trust and applied in accordance with this DBC. Issue: This language normally appears only in relation to builder's risk insurance when other parties, such as TxDOT and subcontractors, have an insurable interest in a claim payment made to DB Contractor by an insurer. Requested Change: Please insert "builder's risk" between "All" and "insurance" in the first line.	No changes will be made.
21	DBC-Exhibits	Exhibit 12, Subsequent Segment Rider, last paragraph	Current Language: "The Bonded Sum hereunder shall increase by $_____(TEN PERCENT (10%) of the Price allocable to the Seg- ment last to reach Final Acceptance) to the amount of $_ _____(TW ENTY PERCENT (100%) of Price of the Project) effective upon issu- ance of this Subsequent Segment Rider to the Warranty Bond. Issue: If the required warranty bond amount is 10% all subsequent riders should be for an additional 10%. Requested Change: Change "TWENTY" to "TEN" and change "100%" to "10%".	A correcting change will be made in Addendum #2.

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No.	Document	Section and Page	Question/Comment	Response
22	DBC-Exhibits	Exhibit 14, 1	Current Language: Builders risk shall be kept in place until Final Acceptance. Issue: DB Contractor's risk of loss and duty to maintain Construction Work ends upon Substantial Completion of each Location but Final Acceptance will not occur until Substantial Completion of all Locations. It is not equitable to require the DB Contract to insure Locations that have reached Substantial Completion and put to their intended use. Requested Change: Replace "Final Acceptance" with "Substantial Completion by Location."	No change will be made.
23	DBC-Exhibits	Exhibit 14, 1 (c)(iv)	Current Language: The builders risk policy shall provide coverage for $5,000,000 in "soft cost expenses". Issue: In order to quote a "soft cost" expense sublimit of $5 million, underwriters will require details about the financial risk. Requested Change: Provide a breakdown of the type and amount of soft costs to be covered and the likely event that would trigger such a loss.	The requested information will not be provided.

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No.	Document	Section and Page	Question/Comment	Response
24	DBC-Exhibits	Exhibit 14, 2 (e)	Current Language: The commercial general liability policy may only have deductibles of $100,000 per occurrence, $250,000 per occurrence with an annual aggregate of $2 million per policy period, or $1,000,000 per occurrence. Issue: Like any large contractor, DB Contractor, maintains corporate insurance deductibles in excess of these prescribed amounts. While greater than indicated in this section, DB Contractor's deductible is appropriate based on contractor's financials, loss experience and safety performance. It should also be noted DB Contractor's insurer will adjust and pay claims under this policy as if there were not deductible and will later be reimbursed by DB Contractor through a separate security agreement. Requested Change: Allow DB Contractor to select its deductible at its sole risk.	No change will be made.

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No.	Document	Section and Page	Question/Comment	Response
25	DBC-Exhibits	Exhibit 14, 6	Current Language: When the required coverage is not provided by the DB Contractor for all firms providing Professional Services, (a) and (b) requires $10 million in professional liability insurance limits the party performing Professional Services but per the last paragraph DB Contractor shall cause each other Subcontractor providing Professional Services to procure $2 million policy limits. Issue: When the DB Contractor does not provide coverage for Professional Services subcontractors, the language is not clear as to which Professional Service subcontractors must carry $10 million versus $2 million. Requested Change: Please clarify to state that in (b) only the lead design subcontractor must provide $10 million in limits so that the $2 million requirement in the last paragraph applies their second tier design subcontractors and any other Professional Services subcontrac- tors.	As explained in Exhibit 14, a firm providing professional services valued at $500,000 or more is required to provide coverage at the higher limit.

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26	DBC-Exhibits	Exhibit 14, 4, (d)	Current Language: The automobile liability insurance policy may not have a deductible exceeding $50,000 per occurrence. Issue: Like any large contractor, DB Contractor, maintains corporate insurance deductibles in excess of these prescribed amounts. While greater than indicated in this section, DB Contractor's deductible is appropriate based on contractor's financials, loss experience and safety performance. It should also be noted DB Contractor's insurer will adjust and pay claims under this policy as if there were not deductible and will later be reimbursed by DB Contractor through a separate security agreement. Requested Change: Allow DB Contractor to select its deductible at its sole risk.	No changes will be made.
27	TP	2.1.1.2	Current Language: Any schedule, including the PBS and all updates thereto, showing an early completion date shall show the time between the scheduled completion date and the applicable Milestone Schedule Deadline as "Project Float." Issue: Project Float definition Requested Change: Please confirm that the definition of "Project Float" will not be construed to preclude the DB Contractor from cost/schedule relief for delays to an early completion schedule (to the extent permitted by DBC and DBC Documents).	No changes will be made.

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No.	Document	Section and Page	Question/Comment	Response
28	DBC	6.5.5.1	Current Language: DB Contractor shall bear 100% of the risk of Critical Path delays caused by a Utility Owner's failure to timely comply with the requirements of a Utility Agreement which has been executed by DB Contractor and such Utility Owner. Issue: This contradicts DBC-6.5.5.3 (which sets forth the proce3ss for obtaining a change order for delays caused by utility owners), DBC- 13.3.1.1(d), and DBC-13.3.1.2(c). Requested Change: Please clarify this discrepancy and confirm that DB Contractor will be entitled to cost and schedule relief for delays caused by Utility Owners.	DB Contractor bears risk for such delays, subject to limited right to Change Orders as identified in 6.5.5.3. Clarifying language will be added in Addendum #2 regarding the relationship between Section 6.5.5.1 and 6.5.5.3.

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No.	Document	Section and Page	Question/Comment	Response
29	RFP	Section 7.5	Section 7.5 says: "Responsibility for DB Contractor-Related Entities, DB Contactor shall supervise and be responsible for the acts, omissions, negligence, intentional misconduct, or breach of applicable Law, contract or Governmental Approval by any DB Contractor-Related Entity, as though DB Contractor directly employed all such Persons. "DB Contractor-Related Entity is defined as (a) DB Contractor, (b) DB Contractor's shareholders, partners, joint venturers and/or members, (c) Subcontractors (including Suppliers), (d) any other Persons performing any of the Work, any other Persons for whom DB Contractor may be legally or contractually responsible, and (f) the employees, agents, officers, directors, shareholders, representatives, consultants, successors, assigns and invitees of any of the foregoing." The combination of Section 7.5 and the definition of DB Contractor-Related Entities would make DB Contractor vicariously responsible for an extremely diverse group to include such remote individuals as a one percent shareholder of a Supplier to a Subcontractor. That is much too broad. It is impossible for the DB Contractor to reasonably control the actions of such a diverse group, and the proposition that the DB Contractor can control the diverse group's activities "as if they are employees" of the DB Contractor is impractical.	No changes will be made.

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No.	Document	Section and Page	Question/Comment	Response
29 cont	RFP	Section 7.5	At the very least, Section 7.5 should be modified as follows: "DB Contractor shall supervise all DB Contractor-Related Entities while they are actively engaged in the Project and while such Entities are so engaged, the DB Contractor shall be responsible for the acts, omissions, negligence, intentional misconduct or breach of applicable Law, contract or Governmental Approval by any such Entity, as though Entity was directly employed by DB Contractor."	
30	RFP	Section 7.6	Section 7.6 says that subcontracts with Affiliates have to be approved by TxDOT and must contain terms comparable to those that the DB Contractor will have with Non-Affiliates. If literally followed, the DB Contractor would be required to follow that provision in the subcontracts that it plans to have with its members. We would imagine that you would not want that requirement to apply to the DB Contractors's subcontracts with lead team members.	No changes will be made.
31	RFP	Section 11.2	This section says that if warranty work is done, the original one or two year warranty period starts over from the completion of the warranty work on the "element of the Work" that is re-done. "Element" is a defined term, i.e., "an individual component, system or subsystem of the Project or of a Utility Adjustment." This Section must be clarified. If you are required to repair an area of the Work and to restart the warranty period related to that area, the provision should be specific that the restart applies only to a defined area where the repair was done. Does the word "element" as used in the phrase "element of the work" refer to the defined term "Element" or to some other area?	The defined term “Element” will be deleted from Definitions.

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32	RFP	Section 12.1.4	Section 12.1.4 says: Notwithstanding anything to the contrary contained herein, unless otherwise agreed by TxDOT and DB Contractor, DB Contractor shall not be entitled to an increase in the Price or extension of the Completion Deadlines, nor shall DB Contractor have a right to terminate this DBC in accordance with Section 15.8 with respect to any delay in issuance of NTP1 due to the acts, omissions, negligence, intentional misconduct, a breach of applicable law, contract or Governmental Approval of any DB Contractor-Related Entity. In light of the very broad definition of "DB Contractor-Related Entities" quoted above, and because this provision trumps all other provisions relating to the right of the DB Contractor to price increases, time extensions and contract terminations, there must be a clear understanding of what triggers this provision. Unfortunately, the language is subject to multiple interpretations. For example, can the DB Contactor be deprived of price increases, time extensions or termination rights when the NTP1 is late BUT TxDOT is then engaged in a contractual dispute with any DB Contractor-Related Entity, even if unrelated to this Project? Must the breach of applicable Law, Contract or Governmental Approval relate only to this Project OR can it relate to some other TxDOT Project in which a DB Contractor-Related Entity is then engaged?	No changes will be made.

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33	TP	Section 2.8	This question is related to the Technical Provision section 2.8 "TxDOT Offices and Equipment" requirement to establish a field lab in each of the four districts. Given the unique nature of this project and the fact that TxDOT QAP for DB projects require each lab involved in testing for DB projects be accredited by AASHTO, we believe establishing 4 field labs is unnecessary and will cause delays to starting the construction projects. Setting up and calibrating a field lab is a lengthy process and AASHTO accreditation can take up to six months to complete. Given the few tests that can actually be conducted in a field lab, we believe we can conduct all the required tests for this project out of our main laboratory which is already Accredited by AASHTO and TxDOT without causing any delays to the projects. Is it permissible for the CQAF to conduct all the required QA testing in their own permanent lab as opposed to field labs?	A field lab will be required in each district.
34	RFP	Section 12.1.4	Must the act or omission which terminates the DB Contractor's rights to price increases, time extensions or termination rights be an unlawful act or omission OR can it be any act or omission?	Relevant section of 12.1.4 is not limited to unlawful acts or omissions.

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No.	Document	Section and Page	Question/Comment	Response
Technical				
1	Technical Provisions		There are sections of the Technical Provisions that are in conflict with the Final Design Documents. For example, 16.3.6 "Milled in shoulder texturing shall be required in rural areas for centerline of each Location using flexible pavement" is not realistic on roadways with seal coat, 18.3.1.1 Lane Widths and Shoulders requires minimums that are not realistic on all roadways. Moving Final Design Documents to position 3, above Technical Provisions will prevent these conflicts.	No changes will be made.
2	Final Design Documents		Final Design Documents for some locations indicate Design Criteria (for example Location 1) other Final Design Documents do not indicate Design Criteria (for example Location 2). We are requesting Design Criteria listing for all 31 Locations.	The Final Design Documents, combined with the Technical Provisions, provides all necessary information to construct the project.
3	Joint Use Agreement		Regarding the Joint Use Agreement with Union Pacific at Location 13, what element of construction is causing the need for this? Inference was made at the 10-17-13 One-on-One meeting that there may be problems with hydraulics at this location. We would like additional information on how this will impact out Technical and Financial Proposals.	Construction will be restricted until the Joint Use Agreement is obtained.

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No.	Document	Section and Page	Question/Comment	Response
4	Technical Provisions	Provision 19: Maintenance	Regarding Technical Provision 19 – MAINTENANCE: TxDOT indicated they may not be able to bring all maintenance elements to a minimum MNT Level 2 condition prior to DB Contractor erecting barricades. If this is the case, will the DB Contractor be compensated for performing this initial corrective work to bring the location to MNT Level 2?	Refer to Q & A Matrix #1, Response #4. Change will be reflected in TPs Addendum #2.
5	Project Plans		Understanding our responsibility to bring plan errors and inconsistencies to TxDOT's attention, when a discrepancy exists between Final Design Document pages such as Typical Section, Summary Sheets, Plan Pages, etc, is there an Order of Precedence. For example, typical section pavement elements do not match items on summary sheet.	DB Contractor should bring all errors and inconsistencies to TxDOT's attention as soon as they are found per DBC Section 3.3.
6	Project Plans		At the One-on-One meeting, the differentiation was made between signed and sealed plan pages (i.e. Typical Sections) and other pages such as Summary Pages, with signed and sealed pages taking precedence over non signed and sealed. In the event items are identified on summary sheets but not on typical sections or plan pages, such as driveways, the direction given seems in conflict. Other examples would include driveway side drains and end treatments shown on plan pages but not carried to summary pages.	Summary of quantities are for information only and should be verified by DB Contractor.
7	Project Plans		We are requesting that quantities shown on summary sheets and E&Q sheets are for informational purposes only.	All quantities are for information only and should be verified by DB Contractor.

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No.	Document	Section and Page	Question/Comment	Response
8	ATCs		In light of the additional time for submission of the Financial Proposal, we are requesting one additional week for submission of ATC's, extending the deadline to November 1, 2013.	The deadline to submit ATCs will not change.
9	Project Plans		Final Design Documents from the Corpus Christi District specify Type A, Grade 1 Flex Base. We are requesting substitution with Type A, Grade 2 or 5 Flex Base. This substitution has been allowed on several projects previously bid in the Corpus Christi District.	Substitution of materials shall be submitted as a Change Order for TxDOT consideration, subject to the Change Order process.
10	Technical Proposal		In light of the additional time for submission of the Financial Proposal, we are requesting that the schedule and Substantial Completion Date, currently part of the Technical Proposal, be submitted with the Financial Proposal.	The deadlines to submit schedule and Substantial Completion Date will not change.
11	Technical Provisions	Section 11.3 / Page 11-3	As between TxDOT and DB Contractor, who is responsible for the discrepancy between width and depth of the existing roadway conditions?	DB Contractor is responsible for bidding and constructing the project per the Final Design Documents.
12	Scope of Work		Gathering Lines – Are there any gathering lines (as that term is defined in the current UAR) on or adjacent to the Project, and are they part of TxDOT's scope of work in the ROW acquisition process per the ROW Manual or intended to be part of the Utility Work to be performed by the DB Contractor?	Identified Utility conflicts have been provided; DB Contractor is responsible for any Unidentified Ultilities up to the agreed upon cap amount. There is no anticipated ROW acquisition.

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No.	Document	Section and Page	Question/Comment	Response
13	Technical Provisions	Section 18.3.1 / Page 18-3	The DB Contractor shall obtain Law Enforcement for applicable Locations to provide for the safe and efficient movement of people, goods, and services, through and around the Project, while minimizing negative impacts to Users, residents, and businesses. **Please revise as follows: The DB Contractor shall obtain Law Enforcement as required by DB Contractor's traffic control plans.**	Law Enforcement shall be indentified as part of the DB Contractor's traffic control plans or TMP, both subject to TxDOT's review. No changes will be made.
14	Technical Provisions	Section 18.3.1 / Page 18-3	Who is responsible for the payment for the services of the law enforcement agencies, for example, will TxDOT reimburse the DB Contractor for Law Enforcement through Force Account (or a Change Order) or is the Law Enforcement to be included in the DB Contractors Price? Will TxDOT reimburse DB Contractor for TxDOT directed changes to DB's traffic control plans to require law enforcement?	DB Contractor shall include all required law enforcement costs in DB Contractor's price.
15	General	One on one meeting 10-17-13	TxDOT informed DB Contractor of their plans to hold Utility Coordination Meetings for each district on November 7th and 8th. Will TxDOT allow DB Contractor to submit questions specific to the discussions from these meetings by COB Novemebr 9th, and provide DB Contractor responses 7 days prior to Financial Proposal due date?	Utility workshop will be conducted November 7th. Questions will be permitted during the workshop, however, TxDOT does not expect to permit written questions resulting from the workshop.

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No.	Document	Section and Page	Question/Comment	Response
16	Project No. 28; Sheet 11 and sheet 14	Question No. 6 from Q&A Matrix 1	Please provide further clarification of the response to Question 6 on Q&A Matrix 1. Since TxDOT is requesting a lump sum price for existing quantities for roadway width, length, and depths of materials shown on the owner's Final Design Plans, it should be made clear that overages on spot repair quantites will be a Change Order. **Please delete the word "potential" from the response.**	Response 6 to Q & A Matrix No. 1 will not be revised.
17	Technical Provisions	8 Geotechnical; 8.1 General Requirements	DB Contractor shall perform all geotechnical investigations, testing, research, and analysis necessary to effectively determine and understand the existing surface and subsurface geotechnical conditions of the Project ROW to be used by DB Contractor to carry out the work. DB Contractor shall ensure the geotechnical investigations and analyses are in accordance with the *TxDOT Geotechnical Manual and/or TxDOT Pavement Design Guide*. The DB Contractor is responsible for all geotechnical analyses and designs to ensure the Project is in accordance with the TxDOT Geotechnical Manual and/or TxDOT Pavement Design Guide. **Please clarify: Will the DB Contractor be responsible for all geotechnical analyses and designs to ensure the Project is in accordance with the TxDOT Geotechnical Manual and/or TxDOT Pavement Design Guide for all Project Locations?**	Pavements shall be constructed consistent with the Final Design Documents provided in this RFP. The DB Contractor may propose alternate designs through the Alternate Technical Concept (ATC) process. Pavement design ATCs will be subject to the requirements of Section 8. The DB Contractor shall submit all necessary calculations, assumptions and data, as requested by TxDOT, to properly evaluate the ATC. DB Contractor is responsible for designs of all pavements not provided by TxDOT.

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18	Technical Provisions	13.2.9/page 13-2	Section 13.2.9 on page 13-2 of the Technical Provisions was deleted. **Does TxDOT intend for Proposers to still perform work on project CSJ # 0652 04 051 bridge #22 142 0652 04 051? Will TxDOT issue a revised set of plans for this project with additional technical provisions?**	The detail for work on this bridge was placed in the Final Design Documents for that Location.
19	Technical Provisions	Section 2.2.5 Inspection and Testing / Page 2-6	The Quality Management Plan shall contain detailed descriptions of the inspection and test plans, including timing, quantities represented and frequency of testing, that DB Contractor will use to meet quality control and quality assurance requirements of the work. **Please clarify that the DB Contractor's asphalt QC/QA will replace TxDOT's specification requirements for A) Production Pay Adjustment and B) Placement Pay Adjustment Factors referenced in the the Final Design Plans for the Project.**	There will be no Production Pay Adjustment and Placement Pay Adjustment Factors for asphalt construction. Payment will be in accordance with Section 12 of the DBC.

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No.	Document	Section and Page	Question/Comment	Response
20	Technical Provisions	All	Various messages from proposers pointing out claimed errors, omissions, and other factors in the Final Design Documents.	TxDOT has received various messages from Proposers pointing out claimed errors, omissions, and other factors needing correction in the Final Design Documents. TxDOT appreciates and encourages these efforts by Proposers. TxDOT does not plan to respond individually to these messages, and these messages will not count against a Proposer's allotted number of questions regarding the RFP. To the extent that TxDOT agrees that the Final Design Documents should be modified, then TxDOT will issue such modification to all Proposers