

**Q&A Matrix**

I-35E Phase 2 Project  
 RFQ Q&A Matrix No. 1  
 June 5, 2020

TxDOT Question Number	Document	Reference	Sub Reference	Question	TxDOT Response
1.	RFQ	Section 4	4.2	Considering the COVID-19 situation, we request TxDOT to consider deleting the hard copy submission requirements and provide a method for electronic submission only.	All submissions must be electronic. No hard copies will be accepted. (See RFQ Section 4.4)
2.	RFQ	Section 4	4.2(c)	Please allow the use of Arial 10-point font in charts and other such graphics.	All text must be in 12-point font. No change will be made.
3.	RFQ	Exhibit A	Table 1	Exhibit A, Table 1 states that Form G-2 is limited to 2 pages per person, however, Form G-2 is four pages long. Please confirm the maximum form G-2 length.	The page limit will be updated to four pages in Table 1.
4.	RFQ	Exhibit B	Section H (b) Form G-2, Form I	<p>Requirement for form G-2 states "If the owner's project manager is no longer employed by the owner, provide an alternative contact at the owner/agency who played a leadership role for the owner during the dates work was performed on the project and who is familiar with the project."</p> <p>However, Form I Instructions state: "After completing all of the questions in Part I of this Form I for each project, the Proposer Entity must deliver a copy of each Form I to an individual who was an employee of the project owner at the time the services were performed for each project"</p> <p>It appears that Form G-2 is requiring a current TxDOT employee reference, and Form I allows former TxDOT employees as references. Considering the turnover of TxDOT employees and timing of projects, is becoming more difficult to find current TxDOT employees familiar with our proposed key staff to list as references.</p> <p>We request that both form G-2 and Form I allow reference contacts to be former TxDOT employees.</p>	Form I should be delivered to all references identified in Form G-2, as required by RFQ Ex. B, Section H. Form G-2 can only be delivered to current employees of the identified project owner.
5.	RFQ	Exhibit B	Section J	Due to the short timeframe, we request the amount of required J-1 forms submitted with the QS be lowered to 35 total.	No change will be made.
6.	RFQ	Exhibit C, Volume 2	Section A, 2. Financial Statement Information	Can TxDOT please update #2 of the included items to the financial statement? It is assumed "Balance Sheet" should be the intended content, but does not state that in current form.	2 will be revised as "Balance Sheet".
7.	RFQ	Forms	N/A	Considering the COVID-19 situation, will TxDOT accept electronic signatures on forms?	All submissions shall be electronic. No hard copies will be accepted. (See RFQ Section 4.4)
8.	RFQ	Forms	Forms J-1 and J-2, Exhibit B Section J	Do we need to include J-1 forms for each DBE with which the Proposer Entity has worked on any project(s) both as a Prime or as a sub-Consultant?	Forms J-1 should be provided for all DBEs with which the Proposer Entity has worked pursuant to a direct subcontract, regardless of such Proposer Entity's role as a prime or subcontractor. (See RFQ Ex. B, Section J)

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9.	RFQ	Forms	Forms J-1 and J-2, Exhibit B Section J	Section J states that we need to include Forms for DBE firms with which the Proposer Entity has worked in the last three years pursuant to a direct subcontract. Is this 3-year timeframe related to projects that have been opened during this period or does it also include projects that might be older, but that have been active during this timeframe?	The three year time frame refers to the time period during which the DBE performed work on the referenced project. If the work performed by the DBE was completed more than three years ago, the DBE should not be included. (See RFQ Ex. B, Section J(b))
10.	RFQ	Forms	Forms J-1 and J-2, Exhibit B Section J	If a Proposer Entity was part of a joint venture which used DBE firms, is it acceptable for the Proposer Entity to submit Forms J1 and J2 from these considering they were part of a joint venture team?	The Proposer should submit Forms J-1 and J-2 for DBEs with which such Proposer Entity was directly contracted as part of a joint venture.
11.	RFQ	DBC Term Sheet	Warranties	Please exclude design from the "free from defects" warranty. Designers are unwilling to provide such a warranty which will result in proposers adding contingency to their prices to cover this risk. The following language is proposed: "(b) the Project will be free of defects, <del>including</del> excluding design Errors,"	The warranties are expected to conform with Section 3.8.1 of the DB General Conditions, notwithstanding the DBC Term Sheet.
12.	RFQ	DBC Term Sheet	Supply Chain Disruptions	Please revise the language to provide relief if materials become delayed for reasons caused by an epidemic that go beyond a direct impact to Texas. For instance, material supply from other areas of the United States or other countries will be limited and delayed to the extent those areas or countries are impacted by an epidemic. "(b) Any epidemic in the State of Texas <del>or any epidemic which impacts labor or material supply to the United States and/or the state of Texas;</del> "	No change will be made. Risk allocation will be discussed and refined during the RFP phase with shortlisted Proposers.
13.	RFQ	DBC Term Sheet	Supply Chain Disruptions	In the event DB Contractor needs to switch material or supply sources due to COVID-19 or any other reason contemplated in this section, then DB Contractor should be entitled to recoup any increase in price for such switch. Please delete the language from this section: <del>"The DB Contractor will not be entitled to any increase in the Price resulting from supply chain disruptions."</del>	No change will be made. Risk allocation will be discussed and refined during the RFP phase with shortlisted Proposers.
14.	RFQ	DBC Term Sheet	Supply Chain Disruptions	Please revise the language to provide relief if materials become delayed for reasons caused by an epidemic outside of Texas. For instance, material supply from other areas of the United States or other countries will be limited and delayed to the extent those areas or countries are impacted by an epidemic. Please revise the language to state: "Any epidemic in the State of Texas; and"	No change will be made. Risk allocation will be discussed and refined during the RFP phase with shortlisted Proposers.
15.	RFQ	DBC Term Sheet	Hazardous Materials	Please delete provision (e) excluding Hazardous Materials discovered during demolition. These are preexisting Hazardous Materials and DB Contractor should compensation and time to the extent necessary. <del>"(e) Hazardous Materials encountered during the demolition of buildings, structures, fixtures or other improvements within the Site,"</del>	No change will be made. Risk allocation will be discussed and refined during the RFP phase with shortlisted Proposers.

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16.	RFQ	DBC Term Sheet	Hazardous Materials	Please consider removing the cost and time deductibles with respect to Hazardous Materials. This will add cost to proposer's price and is traditionally an owner risk.	No change will be made. Risk allocation will be discussed and refined during the RFP phase with shortlisted Proposers.
17.	RFQ	DBC Term Sheet	Force Majeure Events	Please revise the language to provide relief if the Project becomes delayed for reasons caused by an epidemic that impacts more than the region. Proposed language is as follows: “(b) Any epidemic <del>which impacts in the region around</del> the Project; and”	No change will be made. Risk allocation will be discussed and refined during the RFP phase with shortlisted Proposers.
18.	RFQ	CMC Term Sheet	Maintenance Security Amounts	Please consider allowing a Maintenance bond that is renewed annually in lieu of a five-year bond.	No change will be made. Risk allocation will be discussed and refined during the RFP phase with shortlisted Proposers.
19.	RFQ	CMC Term Sheet	Change Orders	TXDOT will reimburse for “Certain Damage” caused by third parties. Please add language allowing DB Contractor the right to pursue third parties for costs that are not reimbursed by TXDOT.	No change will be made. Risk allocation will be discussed and refined during the RFP phase with shortlisted Proposers.
20.	RFQ	CMC Term Sheet	CMC Warranties	Please clarify that with respect to the CMC Warranties, such Warranties only apply to Maintenance Services and work performed under such services and that DB Contractor is not required to Warrant that the asset will be defect free for one year from hand back.	The language in the term sheet provides that the warranty applies to the Maintenance Services and design and construction work performed in connection with the Maintenance Services.
21.	RFQ	CMC Term Sheet		We understand there is an existing Capital Maintenance Agreement (CMA) for this corridor, which may continue into the construction period for I-35E PH2. We did not see this addressed in the term sheet. Please confirm DB Contractor's responsibility for I-35E Ph2 in relation to this ongoing CMA.	As described in the RFQ, the selected DB Contractor will be responsible for capital maintenance responsibilities along the full length of the Project.