

Clarifications No. 2, May 31, 2012 – SBD I-15/I-215 Design-Build Project Contract No. 08-0K7104

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|---------|----------|-----------------|----------------------|---|---|
| 32 | 4 | ITP, Book 1 | Appendix A, 13.3.1.1 | <p>The ITP defines a Working Day as any Calendar Day other than Saturday, Sunday, holidays, or a day when the Design-Builder cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to the adverse weather-related conditions. Book 1 allows time extensions for the following:</p> <ul style="list-style-type: none"> (a) Department-Caused Delays; (b) delays directly attributable to Differing Site Conditions, to the extent permitted by Section 13.8; (c) delays directly attributable to Force Majeure events; (d) certain delays relating to Hazardous Materials, as described in Section 13.10, to the extent permitted therein and in Section 5.3; and (e) certain delays relating to Utilities, as described in Section 6.2. <p>Will a day when the Design-Builder cannot perform work on the controlling activity for at least 50 percent of the day with at least 50 percent of the normal labor and equipment due to the adverse weather-related conditions be considered a non-working day?</p> | Yes. This definition is also found in Book 1, Exhibit A. |
| 33 | 3 | Book 1 | 6.2.5.1 | Why is the DB responsible to bear the risk of schedule impacts associated with the first four (4) days of Utility Delays per Utility Owner for the Project, if the delay(s) are on the Critical Path? Can the "first 4 days of ownership by the DB" be removed? Why should the contractor have any ownership if the delay was caused by others? | The Department has considered the issue presented by the Proposer and decided to modify the position reflected in the RFP. The Department will provide a cap on schedule impacts associated with Utility Delays in a future addendum. |
| 34 | 2 | Book 1 & Book 2 | 6 | Book 1 suggests that change orders will be made available for inaccurately portrayed utilities, but Book 2 suggests that this risk is borne solely by the Design-Builder. Please clarify the Department's intent in handling inaccuracies in Department provided Utility information. | The Design Builder will be required to verify the utility location information provided within 90 days of NTP 1. After this, the accuracy of the utilities shown is the responsibility of the Design Builder. Refer to Section 6.3.3. |
| 35 | 3 | Book 2 | 4.4.1.2 | The text states that "Payment for Type Z-3 ADL containing soil shall be based on quantities and unit prices in Table 3 attached herein." Table 3 could not be located. If it was not included, will it be provided at a later date? | ADL containing soils may be reused on-site without any required testing. |

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| 36 | 1 | Book 2 | 4.4.1.2 | Please eliminate the phrase "but not limited to" from the first sentence of the first paragraph in the subsection titled "Removal, Handling, and Transportation of Hazardous Materials". | The Department has considered the issue presented by the Proposer and decided to make the requested modification. This will be reflected in a future addendum. |
| 37 | 2 | Book 2 | 4.4.1.2 | Please provide anticipated quantities and levels of contamination for soils and groundwater contamination similar to data already provided for ADL. Also, please consider providing allowance bid items for soil and groundwater contamination removal. | Groundwater contaminated quantities cannot be determined at this stage. Groundwater is required to be treated if found contaminated during dewatering efforts. ADL containing soils may be reused on-site. |
| 38 | 4 | Book 2 | 8.3.3.6 | The Department will retain samples until at least completion of the project. At what location? | This language will be revised to state that the Design-Builder must maintain the samples. |
| 39 | 3 | Book 2 | 12.3 | This section states "The Design Builder shall design all culverts to comply with the following requirements:" No storm event is listed. What storm event should be used to design the culverts? Reference Section 12.3, page 12-5 | <u>Existing</u> culverts that require lengthening due to roadway improvements do not have to be upsized. It is the Department's preference that <u>new</u> culverts be designed to meet 100-year storm and analyze and address impacts to upstream and downstream areas. Ultimately, the Design Builder is responsible for choosing a storm frequency to base their design of <u>new</u> culverts, but must be supported through detailed analysis as described in Section 801 of the Highway Design Manual. |
| 40 | 3 | Book 2 | 15.3.4.2 | Section States ~ Treat deck edge and girder face with texture ~ Exhibit 15-A: Structures Aesthetics Concept Plan provides prescriptive details on various requirements, however these comments are not shown or made reference to on Aesthetics Plan. Please clarify. | Section 15.3.4.2 covers non-structural paving and does not mention the need to treat deck edge or girder face with texture. The Aesthetics Plan does not provide any details showing "deck edge" and "girder face" texture because treating deck edge and girder face with texture is not required. |
| 41 | 3 | Book 2 | 15.3.4.4 | Is the exposed aggregate for slope paving supposed to cover the entire slope paving surface? Also, the exposed aggregate size specified for the slope paving does not seem to be consistent with the gore area, abutment and wall cobble treatment size? Is this correct? | Yes, the exposed aggregate for slope paving must cover the entire slope paving surface. Exposed aggregate is unrelated to gore area, abutment and wall cobble treatment. |

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| 42 | 3 | Book 2 | 15.3.4.7 | "Stain & Color" - At roadway/bridge widening , "all" new concrete elements shall be stained. At new and replaced bridge components, the DB shall stain "various" bridge components. What are the various items? | This language will be clarified in a future addendum. |
| 43 | 4 | Book 2 | 16.3.1 | Will Design Builder be required to submit sign orders for approval? Or is the permanent signing meeting in Section 16.2.6 the only authorization needed to order signs by the Design Builder? | Design-Builder is not required to submit sign orders for approval. Signs will be reviewed as part of the normal design review process. |
| 44 | 3 | Book 2 | 16.3.1.2 | Bullets 8 and 9 direct the Design Builder to install and replace guide and trailblazer signs outside of the right of way. This needs to be quantified to understand the overall scope of work and location of work outside the right of way. Does this conflict with the Environmental Document? | Preliminary design layouts provided should be enough information to estimate any potential need for these type of signs. Guide signs and trailblazer signs are expected to stay within the cleared environmental boundary. |
| 45 | 4 | Book 2 | 16.3.1.5.2 | This section allows for two post signs, but the section later states that no signs are allowed in the median. Given the terrain and design concept, this seems to be contradictory. Please clarify what the intent is here? | This language will be clarified in a future addendum. |
| 46 | 3 | Book 2 | 24.3 - BNSF & UPRR Coordination | When working within the Railroad Right of Way, will the Contractor be required to provide a Flagman from both the BNSF and UPRR effectively doubling the cost? Or will one Flagman be required who will coordinate with both the BNSF and UPRR? | The language will be modified to reflect a standard cost per day per railroad. |