

October 20, 2006



Questions and Responses

Until October 23, 2006, MoDOT will entertain questions and comments from industry about the Preliminary Draft Request for Proposals that was issued on October 2, 2006.

The Safe & Sound Bridge Improvement Program team will post responses to those comments as appropriate. The questions will be posted anonymously.

An industry informational meeting will be held Fri., Oct. 27, from 1-5 p.m., at the Harry S. Truman Office Building in Jefferson City (room 492) to address all inquiries made by industry during the comment period. The Truman Building is located at 301 W. High Street, immediately southwest of the Capitol.

Any additional clarifications that are needed as a result of that meeting will be posted to the program Web page on November 2, 2006.

RECEIVED	QUESTION/COMMENT
10/02/06	<p>I notice that your email states "MoDOT will seek to award a single contract to design and build the bridge upgrades."</p> <p>Is this a typographical error - is a single contract the most cost effective program - maybe easier to administer but the logistics seem to be a problem?</p>
	<p>This is not a typographical error. MoDOT is embarking on an innovative approach to addressing bridge needs. We are looking for a single contract to design, build, finance and maintain over 800 of the State's worst condition bridges, fix them by the end of 2012, and return them to the State in satisfactory condition at the end of a 25-year maintenance period.</p>
10/04/06	<p>I represent a firm that would like to become a member of a proposing team for the Safe & Sound Bridge Improvement Program. Could you please post a list of companies that submitted Letters of Interest?</p> <p>My company is interested in providing materials and other construction services for MoDOT's 800-bridge program. How can</p>

	we be sure that we will have an opportunity to bid?
	<p>MoDOT RESPONSE – MoDOT will not be posting a list of companies that submitted Letters of Interest.</p> <p>Firms that are interested in becoming a part of a proposing team should contact professional organizations – like the AGC of Missouri or ACEC-Missouri – to express their interest in identifying firms to contact.</p> <p>Once qualified teams have been identified, they will be identified on the program's Web site.</p>
10/05/06	<p>Do Subcontractors have to be listed with respective teams in the Statement of Qualifications?</p> <p>Will design subcontractors require Bridge Office qualification for bridge design work?</p>
	<p>MoDOT RESPONSE – The RFQ requires submittal of Key Personnel and Major Participants. MoDOT retains the right to approve any changes in these items, throughout the process. Construction Subcontractors are required to be listed on the approved list of MoDOT Contractors or Subcontractors.</p> <p>No, design subcontractors do not require Bridge Division qualification for bridge design work.</p>
10/05/06	What is the email file size limitation for proposal submittals to MoDOT?
	<p>MoDOT RESPONSE – MoDOT does not have a limit to the size of email files, either incoming or outgoing. If a proposer experiences difficulty with submission of any files to MoDOT, they should contact the Safe & Sound Bridge Improvement Team.</p>
10/05/06	The RFQ notes that no communication shall be made with representatives of MoDOT, Federal Highway consultants and contractors assisting with the procurement. Do we have any consultants and/or contractors working on the procurement?
	<p>MoDOT RESPONSE – We do not currently have any consultants or contractors working on the Safe and Sound Bridge Improvement Program procurement. We will notify interested parties through the web site should this change.</p> <p>The ITP, Section 5.5 states, "Pursuant to 23 CFR 636.116, consultants and sub consultants who assist MoDOT in the preparation of an RFP document are not allowed to participate on a Proposer's team." There are currently no outside consultants or contractors working on the Safe and Sound Bridge Improvement Program procurement. Should this change, we will post this information to interested parties on our web site. Consultants or sub consultants who have performed work on other MoDOT RFPs are not prohibited from proposing on the Safe and Sound RFP.</p>
10/05/06	Is the draft Bridge listing or other background information available in an format which can be manipulated/edited?
	<p>MoDOT RESPONSE – Yes, the Draft Bridge Listing is available in Excel format, and was posted on the Web site on October 2, 2006.</p>

10/16/06	Our firm is planning on sending reps to the <u>Safe and Sound</u> Meeting on October 27th. Will the meeting be held in the main MoDOT building in Jeff City? Is pre-registration necessary? Will an attendance list be circulated and available for all attendees before meeting end?
	<p>MoDOT RESPONSE – The meeting on October 27 will be held in Room 492 of the Harry S. Truman Office Building, which is located immediately southwest of the State Capitol, at 301 W. High Street.</p> <p>Pre-registration is not necessary. A sign-in sheet will be circulated and copies will be available for all those who attend.</p>
10/16/06	Will MoDOT post on the public web site the GIS ESRI shapefile for the point locations and the bridge number attribute (STRUC_DESI) for all the draft candidate structures?
	<p>MoDOT RESPONSE – Yes. The shape files of the draft candidate structures have been added to the project's FTP site at: www.modot.mo.gov/safeandsound/ProgramDocuments.htm</p>
10/16/06	Will MoDOT consider changing the due dates for Statements of Qualification until after the I-64 team selection is announced?
	<p>MoDOT RESPONSE – MoDOT will maintain the current published schedule (<i>Statements of Qualification due Nov. 9, 2006</i>) in order to provide as much time as possible for short-listed teams to work on their proposals for the Safe & Sound project.</p> <p>Some related changes, though, have been made to the Procurement Schedule based on feedback from industry. The deadline for submission of initial technical proposals has been pushed back to February 1, 2007, to provide maximum time for the preparation of the proposals.</p> <p>Also, an additional milestone has been added to the schedule; the Final RFP will be issued on December 6, 2006, which will allow the Safe & Sound Leadership Team the opportunity to meet with all qualified teams at least once. The Final RFP must be issued prior to receiving and reviewing technical proposals.</p>
10/16/06	Can a contractor proceed into the RFQ and RFP process without being a pre-qualified contractor for MoDOT?
	<p>MoDOT RESPONSE – Contractors or Contractor Teams may proceed into the RFQ/RFP process without completing the standard MoDOT Contractor Prequalification process, since we will be evaluating Statements of Qualification for this design-build project in order to short-list teams for proposals. The Contractor or Joint Venture will be required to complete this standard process prior to Final Technical Proposals (currently scheduled for March 15, 2007).</p>
10/16/06	<p>We would like to get Bridge Inspection Reports for the following bridges, all of which are in District 3:</p> <p>A4281, A3789, A2021, A3869, A1444, A3506, A3507, A4037, A2872</p>
	<p>MoDOT RESPONSE – We have added the inspection reports for these bridges to the program's FTP site. In addition, we have queried our database and pulled similar</p>

	reports for all 25-year-old bridges in Missouri – 55 in total. They are also listed in a new folder on the FTP site.
10/20/06	RFQ, Section 2.8 - The DBE goal of 9 percent is extremely high for a project of this magnitude and type of work.
	MoDOT RESPONSE – So noted.
10/20/06	RFQ, Section 2.9 - This section states that a Major Participant is a subcontractor that performs work valued at 20 percent or more of the construction work. Exhibit A, Book 1 defines a Major Participant as a subcontractor who will perform work valued at 10 percent or more of the construction work. Which is correct? The RFQ considers a Major Participant to be the Submitter's Financial Partner but Exhibit A does not include this entity in its definition. Exhibit A considers a subconsultant who will perform 20 percent or more of the design work to be a Major Participant but the RFQ does not include this entity in its definition.
	MoDOT RESPONSE – In all three instances listed above, the RFQ is correct. Book 1 will be revised.
10/20/06	RFQ, Sections 3.3, Part 1, and 3.4, Part 2 - The requirements for these submittals will not be people from the bridge contractor firms. The reference projects must be those that the key personnel were involved in which must highlight design, construction and administration of large-scale highway infrastructure programs. These submittal requirements do not give any credit for the bridge construction experience and capabilities of the regional bridge contractors who will actually be responsible for delivery of this project. The experienced MoDOT bridge designers and contractors will not even be identified in the Statement of Qualifications submittal.
	MoDOT RESPONSE – The responsibility of meeting schedule completion of the contract rests with the major firm(s). These are the ones with which we are contracting. The regional firms, who actually may build most of the work, are the responsibility of the prime contractor via subcontract.
10/20/06	RFQ, Section 3.6, Appendix A - Appendix A must include a Letter(s) of Bonding Capacity. This paragraph states that "during the initial Constructio Period, the contractor shall annually provide a Performance Bond for the maximum amount of \$250,000,000." Section 8.1 in Book 1 (page 28 of 97) state that "the Contractor shall annually provide a Performance Bond ... in the full amount of the contract price of all of the work to be performed that year." Which statement is correct?
	MoDOT RESPONSE – This will be clarified in the RFQ by addendum. Since we do not know the entire contract value during this phase of procurement, we feel the \$250,000,000 amount is reasonable to base qualification on for a project of this size.

10/20/06	In previous discussions, it was stated that each individual contractor would provide a bond for his work that he did each year. The bond requirements require that the bond be submitted in the name of the Entity that has the Contract with MoDOT. Will the individual bonds from all of our contractor team members be acceptable in meeting this requirement?
	MoDOT RESPONSE – No. The bond will need to be from the Design-Build Proposer to the Commission.
10/20/06	ITP, Section 4.2 - ITP (page 17 of 28) requires one copy of Excrowed Proposal Documents shall be delivered to designated location by the due date and time for the Final Technical Proposal and Price Allocation. Book 1, Section 22.1 (page 85 of 97) states "Within three days after the Proposal Due Date, the contractor shall have delivered its Excrowed Proposal Documents (EPD) to the _____ bank. ITP (page 25 of 28) requires that the Proposer shall deliver the EPDs to the Escrow Agent within 5 business days of the due date of the Final Technical Proposal and Price Allocation. Which due date is correct?
	MoDOT RESPONSE – Three days is the correct amount. This will be corrected throughout the ITP.
10/20/06	ITP, Section 5.1 - ITP (page 18 of 28) provides that MoDOT will pay a stipend of \$1,000,000 to a proposer who provides a fully responsive, but unsuccessful, proposal. Will this stipend be paid to all proposers if it is determined that all proposals are over budget and are rejected and no award is made? If only one proposal is received, which by law MoDOT cannot open, will the proposer receive this stipend for their efforts?
	MoDOT RESPONSE – Yes to the first question, and No to the second.
10/20/06	ITP, Section 5.7 - ITP (page 20 of 28) DBE goal of 9 percent is extremely high for a project of this magnitude and type of work.
	MoDOT RESPONSE – So noted.
10/20/06	ITP, Section 5.8 - ITP (page 20 of 28) This is the same comment included in the RFQ. This section states that a Major Participant is a subcontractor who performs work valued at 20 percent or more of the construction work. Exhibit A, Book 1 defines a Major Participant as a subcontractor who will perform work valued at 10 percent or more of the construction work. Which is correct?

	<p>The ITP considers a Major Participant to be the Submitter's Financial Partner but Exhibit A does not include this entity in its definition.</p> <p>Exhibit A considers a sub consultant who will perform 20 percent or more of the design work to be a Major Participant but the ITP does not include this entity in its definition.</p>
	<p>MoDOT RESPONSE – 20 percent is correct. Exhibit A, Book 1 will be corrected to reflect this.</p> <p>Exhibit A will be revised to remove the sub consultant references.</p>
10/20/06	<p>ITP, Sections 6.6 and 6.7 – ITP (page 23 of 28) Both sections state conditions under which the Proposal Bond shall be forfeited to MoDOT. The Proposal Bond Form is listed as Form Q which has not currently been provided to the industry by MoDOT.</p> <p>When these forms are provided they need to be reviewed to determine if the amount is reasonable for this project.</p>
	<p>MoDOT RESPONSE – This will be provided as soon as it is developed. The amount will be \$5 million.</p>
10/20/06	<p>ITP, Section 6.12.2 – ITP (page 25 of 28) requires that the Proposer shall deliver the EPDs to the Escrow Agent within five business days of the due date of the Final Technical Proposal and Price Allocation.</p> <p>ITP (page 17 of 28) requires one copy of Escrowed Proposal Documents shall be delivered to designated location by the due date and time for the Final Technical Proposal and Price Allocation.</p> <p>Book 1, Section 22.1 (page 85 of 97) states "Within three days after the Proposal Due Date, the contractor shall have delivered its Escrowed Proposal Documents (EPD) to the _____ bank.</p> <p>Which due date is correct?</p>
	<p>MoDOT RESPONSE – The three-day time frame is correct. This will be corrected within the ITP.</p>
10/20/06	<p>RFP, Section 6 – Book 1 (page 17 of 97) discusses Right of Way and Utility Relocations. From reading these paragraphs, it is my understanding that the contractor is responsible for all Right of Way acquisition costs and Utility Relocation costs. These costs, along with Railroad Agreement costs, will be hard to determine during the proposal preparation stages. Costs for these items will need to be estimated and added to the proposal. These costs will be determined by the amount of risk associated with these items by Change Order and by doing so would eliminate the paying of the contingency risk amounts that will be included in the proposal in its current form.</p>
	<p>MoDOT RESPONSE – MoDOT feels the risk of these items should be placed on the party that ultimately has the most control over that risk. As written, the incentive for</p>

	the Contractor is to minimize the R/W and Utility relocations to the greatest extent possible and still meet the goals of the project.
10/20/06	Book 1 (page 20 of 97) requires that the Contractor perform all environmental mitigation measures and that these costs are included in the Contract Price. These requirements and costs will be hard to determine prior to beginning actual design work. These costs should be paid after mitigation requirements have been determined.
	MoDOT RESPONSE – Agreed. This will be addressed in a future update.
10/20/06	RFP, Section 7.2.1 – Book 1 (page 21 of 27) As previously stated in other comment sections, DBE goal of 9 percent is extremely high for a project of this magnitude and type of work.
	MoDOT RESPONSE – So noted.
10/20/06	RFP, Section 7.11 – Are the wage rates in effect at the time of the proposal submission the rates that must be paid during the duration of the contract.
	MoDOT RESPONSE – Wage rates will be fixed during the Initial Construction Period. After that point, wages will be reviewed every year based reflecting revisions in wage laws.
10/20/06	RFP, Section 13.1.1 – Book 1 (page 39 of 97) This section states that "Change orders may be requested by the Contractor only pursuant to Section 12.3 or Negotiated Change under Section 12." Section 12 says, "This section left blank intentionally." Should references to Section 12 mean Section 13 instead?
	MoDOT RESPONSE – Section 12 reference is incorrect and will be revised to Section 13.
10/20/06	RFP, Section 22.1 – Book 1 (page 85 of 97) The EPD will be held for approximately 30 years – the total length of the project. Who pays for the costs associated with this requirement?
	MoDOT RESPONSE – MoDOT will pay for the cost of the storage facility.
10/20/06	RFP, Exhibit A – Book 1, Exhibit A (page 10 of 24) Differing Site Conditions – Item (a) states "subsurface or latent conditions encountered at the exact footing locations shown on the existing bridge plans included in Book 3, which differ materially from those conditions indicated in the borings for such boring holes." Does this mean that if we base our foundation design on the geotechnical features depicted on existing bridge plans and we have to increase lengths or redesign foundation plans due to differences from those shown on existing bridge drawings, then we will be compensated for these changes as a Differing Site Condition? Does this section override paragraph 10.2, Book 2, Section 10 – Geotechnical and Section 3.3, Disclaimer, Book 1 (page 10 of

	97)? Should Book 3 referenced above be Book 5.
	MoDOT RESPONSE – No, the Book 3 reference is incorrect. Should be Book 5. No. Yes.
10/20/06	RFP, Exhibit A, Definitions – Book 1, Exhibit A (page 19 of 24) This definition states that it is "The number of days an individual bridge is closed to traffic ... " If one lane of the bridge is closed, will this be counted as a Road Closure Day? If a temporary bypass is built and traffic continues through the project, will this be counted as a Road Closure Day?
	MoDOT RESPONSE – No to both questions. The road is still passable.
10/20/06	RFP, Exhibit A, Definitions – Book 1, Exhibit A (page 22 of 24) The definition of Unit Price is "The meaning set forth in Bok 1, Section 12.5." Section 12 states "This section left blank intentionally." Where is this term defined?
	MoDOT RESPONSE – This will be removed.
10/20/06	RFP, Exhibit A, Definitions – Book 1, Exhibit A (page 22 of 24) The definition of Unit Price Allowance is "The meaning set forth in Book 1, Section 11.1." Nowhere in Section 11.1 is the term Unit Price Allowance used. Where is this term defined?
	MoDOT RESPONSE – This will be removed.
10/20/06	RFP, Exhibit A, Definitions – Book 1, Exhibit A (page 24 of 24) The definition of Work Order refers to an agreement that is executed pursuant to a MUA. The definition of Master Reimbursable Utility Agreement (MUA) is "An agreement made between the Commission and a Utility Owner that provides a general framework for addressing Utility conflicts. Are these agreements that have already been negotiated by MoDOT? Are they available for distribution so that Contractors know how utility relocations will be handled?
	MoDOT RESPONSE – Yes to both questions. This will be added to Book 5.
10/20/06	RFP, Book 2, Section 2.5.1 – The last sentence of the first paragraph states "The contractor shall maintain the office for at least 90 days after the improvement projects are completed for all the bridges." Does this mean that the office must be maintained during the Initial Construction Period that ends on or before December 31, 2012, plus 90 days and that it is not required to be maintained during the 25-year maintenance/warranty period?
	MoDOT RESPONSE – Yes, only during the Initial Construction Period, plus 90 days.
10/20/06	RFP, Book 2, Section 2.5.1 – Item 12 of the office requirements states that we must provide "security after

	normal working hours." Is alarm system acceptable or are your intentions to have security guards?
	MoDOT RESPONSE – A workable alarm system is acceptable.
10/20/06	RFP, Book 2, Section 5.1 – The fifth paragraph states that "Some bridge work identified in the list of bridges have known environmental and/or cultural resources that will require more than the average time for processing." Do you have a list of these bridges and the problems associated with each?
	MoDOT RESPONSE – Yes, this will be provided to short-listed teams.
10/20/06	RFP, Book 2, Section 5.5 – Is this requirement applicable to all bridges or only certain identified bridges?
	MoDOT RESPONSE – Not all bridges will require this degree of information from proposers. A list of bridges with potential cultural resource impacts is being prepared and will be provided to short listed proposers.
10/20/06	RFP, Book 2, Section 5 – Will costs for mitigation (i.e. payments to wetland mitigation banks or additional work creating wetland replacements at off-site areas) be paid to contractor by change order, as these requirements will not be known during proposal preparation process?
	MoDOT RESPONSE – Yes.
10/20/06	RFP, Book 2, Section 6.3 – Due to the usually lengthy negotiations and differing contract requirements between the various railroads, you should eliminate all railroad bridges from this contract. They could cause extreme delays in the timely completion of the project through no fault of the contractor. The railroad is not a motivated entity in this project and therefore should not be included in this project. You should be able to replace railroad bridges in this project other bridges already scheduled in MoDOT's five-year STIP and place the railroad bridges in the STIP to be done through MoDOT's normal design, permitting and construction process.
	MoDOT RESPONSE – The bridges selected for this program were done so based on condition ratings and not necessarily amount of risk, and will remain in the program, for now.
10/20/06	RFP, Book 2, Section 8.2 – Will MoDOT reimburse the contractor for all costs associated with Right of Way acquisition? The specifications state that the "Contractor shall fund ..." several items. What does this mean? If the contractor is expected to assume all costs for ROW acquisition, then all of the remarks made above concerning risk contingency markups also apply to this item.
	MoDOT RESPONSE – No, the contractor pays for the cost of the Right of Way, Easements and Acquisition "Fund" means the contractor pays for this and will not be reimbursed.
10/20/06	RFP, Book 2, Section 13 – Are we responsible for any maintenance/warranties for any pavement construction that will be completed under this contract? Will we responsible for any

	<p>maintenance/warranties of the approach slabs/pavement at the pavement/bridge interface (i.e. settlement, cracking)?</p> <p>Are we responsible for any maintenance/warranty of any other non-bridge element, i.e. signs, lighting, pavement markings, seeding?</p>
	<p>MoDOT RESPONSE – Only the pavement that would be considered a part of the bridge itself (i.e.: bridge approach slab). The approach pavement, which is typically a roadway item, and other roadway pavements would not be included as maintenance items.</p> <p>No, maintenance on these items will not be required after structure acceptance.</p>
10/20/06	<p>RFP, Book 2, Sections 15.5 & 17.3 – Section 15 (page 3 of 5) The first paragraphs states that MoDOT will perform annual routine ... inspections ... "MoDOT may but has no obligation to notify the contractor of when or where bridge inspections are to be performed." It also states "The contractor has the right to discuss with MoDOT, but not dispute the results of these inspections."</p> <p>Section 17 (page 1 of 3) Section 17.3 says that MoDOT will perform inspections of the bridges and that "A contractor representative, qualified as a Bridge Inspection Team Leader ... shall accompany the MoDOT bridge inspector on safety inspections during the Contract Maintenance Period. Section 17.4 also outlines a dispute resolution procedure if the Contractor disagrees with the condition rating assigned by the MoDOT inspector.</p> <p>Which one of these specifications is correct? The Section 17 specification is the one that has been discussed in previous discussions with MoDOT and is the specification that we prefer to see in the proposal.</p>
	<p>MoDOT RESPONSE – No, maintenance on these items will not be required after structure acceptance.</p> <p>Removed statement "the contractor has the right to discuss with MoDOT..." The condition that MoDOT has no obligation to notify the contractor will remain. MoDOT reserves the right to perform inspections without the contractor present. This is necessary for emergencies such as collisions and unanticipated problems, and random auditing component of MoDOT oversight.</p> <p>In general, the Contractor will participate with MoDOT during inspections. Examples of exceptions are outlined above.</p>
10/20/06	<p>RFP, Book 2, Section 16.2 - This section requires that the Contractor provide a paved surface for all Major Route detours. If the detour that is used is a MoDOT route, is MoDOT responsible for damages if the route is structurally unable to handle the increased traffic volumes?</p>
	<p>MoDOT RESPONSE – Book 2 sec 16 will be modified to include detours and by-passes.</p> <p>Since the contractor has control over the detours: Section 10.2.1 will be modified to</p>

	clarify the contractor is responsible for maintaining the pavement surface, to a condition consistent with that route, for any signed detour while the detour is active.
10/20/06	Given the incredibly short time frame in which to evaluate the bridges and provide a firm fixed price proposal, we have no choice but to rely on the documents provided by MODOT, such as Bridge Inspection reports, as-builts, geotech baseline, survey, utilities, etc.; however, this article tells us that we are not able to rely on any of this information. What information will be provided that we can rely on for accurate pricing?
	MoDOT RESPONSE – Any information in Books 3 or 4 may be used. Book 5 contains informational documents, most of which are not noted in you comment above.
10/20/06	Permits represent a massive effort, and as such, are huge risk items. Shifting complete responsibility to the design-builder represents a substantial cost that may more economically be borne by MODOT. Has MODOT considered taking this as an Agency item? Can you provide a complete list of permits that are your responsibility and the time frames associated with each?
	MoDOT RESPONSE – Environmental permits are the responsibility of MoDOT. Permits and time frames are noted in Book 2, Section 5.
10/20/06	Duration of Closure - We assume that this will be mutually agreed to in the schedule negotiated after award.
	MoDOT RESPONSE – The instructions to proposers notes this as a proposal item included in evaluation of the maintenance of traffic criteria.
10/20/06	It is our understanding that you can not apply for an upfront 401 permit with the COE, so has a Nationwide Waiver for each site been applied for?
	MoDOT RESPONSE – This effort is underway, and our intention is to obtain nationwide permits where possible, and provide a listing of bridges where individual permits may be required noting required technical input from the contractor and time frames for MoDOT to acquire permits. This will be added to the RFP by the issue of the Nov. 22 draft.
10/20/06	Can you elaborate as to what level, how much, and locations of lead paint and asbestos? Traditionally, due to unknowns, this is handled on a T&M basis. Is that your intent here?
	MoDOT RESPONSE – MoDOT forces are actively conducting surveys/testing for asbestos and lead. Information will be posted to the Web site as available. Our intent is to provide as much information as possible to reduce this uncertainty, however some unknowns and associated risk will remain.
10/20/06	Should additional ROW be needed to complete the bridge improvements, while the contractor shall provide ROW plans, we assume that MoDOT will maintain acquisition as an agency function.
	MoDOT RESPONSE – MoDOT will conduct acquisition functions, with payment of ROW or permanent easement settlements by the Contractor. Refer to Book 2, Section 8, Right of Way.

10/20/06	When will the required bonding formats be available?
	MoDOT RESPONSE – Bonding forms will be available prior to the Oct. 27 industry meeting.
10/20/06	Is it possible to relax the payment and performance bond to cover only that work which is currently under contract?
	MoDOT RESPONSE – The payment and performance bonds are required for the amount of work each years, as stated in Book 1, with a reference statute of RSMO 227.107 and 22.100.
10/20/06	Why is the funding stream linked to the warranty period? Those most likely will propose problems in obtaining financing. Why are these two linked?
	MoDOT RESPONSE – The strategy of matching the maintenance period to the payment structure provides for reinforcement of contractor quality and spreads cost to the Commission over time.
10/20/06	In order to take full advantage of Design-Build, we assume that MoDOT will provide an immediate review turnaround on drawings and documents.
	MoDOT RESPONSE – MoDOT does not intent to impede progress of the Contractor, and items noted for review do not require MoDOT approval or concurrence prior to contractor action.
10/20/06	Since this is Design-Build, design will run parallel with construction; therefore, we assume the requirement for final design documents to be submitted prior to construction will be deleted.
	MoDOT RESPONSE – Comment noted. Document will be changed to reflect final design documents are not required prior to construction.
10/20/06	While the RFP calls for railroad agreements 18 months prior to planned construction, we assume that realistic dates will be mutually agreed to in the final schedule?
	MoDOT RESPONSE – 18 months is a realistic date for such agreements. Also note Book 1, Section 4.4, Contract Schedules, regarding no schedule impact and possible redeployment or change.
10/20/06	Section 10.1 states that the designer builder must “prepare and submit” a geotechnical report with the as-built plans. Does this mean that MoDOT will not be reviewing the geotech report prior to construction? If so, what is the mechanism for MoDOT not agreeing with the contractor’s interpretation?
	MoDOT RESPONSE – MoDOT will not be reviewing the geotech report prior to construction. This activity and interpretation will be the responsibility of the contractor.
10/20/06	There are loadings shown in this table for PRFD and PFD. Which one controls?

	<p>Is LRFD mandatory for federally financed projects by 2007?</p> <p>Also, since a large number of these bridges were constructed before even HS-20 was used to design most highway bridges, what loading is to be used? This table also appears to be for the new components of rehabs only. Will LRFD be used for all new bridge replacements?</p>
	<p>MoDOT RESPONSE – The federal requirement that all new bridges having preliminary design started after October 1, 2007 shall be designed for LRFD applies. The loadings specified shall be used for new components and new bridges.</p>
10/20/06	<p>"Existing substructure to be used in place shall have adequate operating capacity" is vague.</p>
	<p>MoDOT RESPONSE – Since we are not requiring the Contractor to "rate" the existing structure. This statement is included to ensure the Contractor has verified the substructure is satisfactory for operating loads.</p>
10/20/06	<p>"MoDOT staff will perform annual routine and/or intermediate bridge sections for all structures ... The Contractor has the right to discuss with MoDOT, but not dispute the results of these inspections ... MoDOT's inspection staff will be the sole authority when assessing the condition of these elements." In the spirit of partnering, wouldn't this best be a joint effort?</p>
	<p>MoDOT RESPONSE – Section 15 will be revised to agree with Section 17 (joint inspection with resolution process).</p>
10/20/06	<p>How is the following to be verified:</p> <p>Exclusions: Unless necessary repair work covered by Section 15.5 is directly caused by acts or omissions of the Contractor, the Contractor shall have, following acceptance of initial construction, no obligation to repair, unless via force account, deficient elements attributed to the following circumstances:</p> <p>Equipment, Trucks and Machinery: Damage to a structure caused by or resulting from equipment, trucks, and machinery operated on the bridge without an approved permit and in violation of legal weight restrictions or other legal restrictions prohibiting the operation of such vehicles upon the structure.</p>
	<p>MoDOT RESPONSE – Any apparent damage would be assessed on a case-by-case basis. If damage appears to be from above, the Contractor would not be obligated to pay for the repairs.</p>
10/20/06	<p>Under AASHTO and FHWA, it says "all standards, manual." Both of these organizations publish a large number of documents, and some of these sections may be contradictory. For example, LRFD may give you a different answer than the Standard Specifications and LRD. Which one controls? Does the Design-Builder get to pick one?</p>
	<p>MoDOT RESPONSE – Per Book 2, the Contractor can choose between LRFD and LFD within the constraints of the federal mandate. For all AASHTO and FHWA publications, the most current specification, guide, etc., is applicable.</p>

10/20/06	The ITP says that MoDOT's desire is to "encourage new ways of doing business to increase the opportunities to meet or exceed the Project goals." In this spirit, can you elaborate on what you will consider "responsive" vs. "non-responsive?"
	MoDOT RESPONSE – We choose not to elaborate, to provide maximum flexibility to the contractor and maintain performance requirements.
10/20/06	We understand MoDOT's preferred options; however, if these are not available in the current market, do we have the latitude to propose those options that are available in the market without fear of being considered "non-responsive?"
	MoDOT RESPONSE – Refer to Option2, which provides additional latitude.
10/20/06	The RFP says that our completion schedule will be evaluated on a pass/fail basis of us meeting the Dec. 31, 2012 deadline; however, it further states that the completion deadline will be evaluated to determine its ability to meet Project Goals. Can you elaborate on the intent of this?
	MoDOT RESPONSE – The ITP will be revised by deleting the second statement noted above.
10/20/06	Public Information - can you elaborate on how you specifically intend to divide these duties between the design-build contractor and MoDOT?
	MoDOT RESPONSE – MoDOT will assume responsibility for the high-level, statewide messages associated with the Safe & Sound Program. We are looking for the Contractor, though, to propose a strategy for communicating with the public and stakeholders at the local level, and to sell the concept of bridge closures to achieve the project goals. MoDOT's district forces stand ready to assist the Contractor with the implementation of their public information plan.
10/20/06	Section 12 requires the designer builder to design for a 50-year event; however, section 15.5.c seems to exclude certain events outside our control. If a flood causes scour and a bridge collapses, will MoDOT pay us to build a new bridge? Exclusions: Unless necessary repair work covered by Section 15.5 is directly caused by acts or omissions of the Contractor, the Contractor shall have, following acceptance of initial construction, no obligation to repair, unless via force account, deficient elements attributed to the following circumstances: Nature: Damage to a structure caused by or resulting from Acts of God including Floods, Earthquakes, landslides and tornadoes unless the damage was caused or materially contributed to by the work or omissions of the Contractor.
	MoDOT RESPONSE – This situation would be evaluated on a case-by-case basis, comparing the design criteria to actual event.
10/20/06	The time associated with the evaluation of and subsequent design assessment of 800+ bridges in order to provide firm, fixed pricing is substantial, and the current pursuit schedule

	does not reflect an adequate amount of time to provide you with a meaningful price. Will MoDOT consider extending the RFP schedule so that this may occur in a more accepted amount of time?
	MoDOT RESPONSE – No
10/20/06	Will MoDOT consider providing incentives for early completion, safety, quality, etc., and if so, a subsequent earlier start to the warranty period?
	MoDOT RESPONSE – Early completion of initial construction will result in earlier start of cash flow, and earlier start of the maintenance period. Refer to Book 1, Section 11.1.1.
10/20/06	The reference standards do not mention MoDOT's newly developed program on "Practical Design." Is this going to be added to the list?
	MoDOT RESPONSE – The Practical Design Guide will be added.
10/20/06	FHWA Design Exceptions – We need to obtain FHWA's approval – what is involved in this?
	MoDOT RESPONSE – FHWA is participating in review of our project. Should the contractor propose an exception, the MoDOT team will coordinate this with our local FHWA representative.
10/20/06	Disadvantaged Business Enterprises – it is not realistic to expect DBEs to submit to such an aggressive, risky, and costly project, and attempting to upfront could lead to serious schedule and financial issues. Is it possible to allow the selected contractor to provide MoDOT a plan for including local contractors, suppliers, etc into a plan for delivery without setting an artificial goal upfront without knowing if it is attainable or not? DBE goal of 9% seems high for Missouri compared to other projects especially with majority of work in rural Missouri where DBE goal is typically 0-5%. Is there a possibility that this will be lowered or is this 9% firm?
	MoDOT RESPONSE – Comment noted, no change.
10/20/06	Why does MoDOT require bonding as the financier will require bonding? This is a double bond for the same period. Can you elaborate?
	MoDOT RESPONSE – Refer to RSMO 227.107 and 221.100, where bonding is required with the entity contracted to the state.
10/20/06	Letters of Bonding Capacity – Is it possible to lower the value of one year bonding commitment to reflect the RFP requirements?

	MoDOT RESPONSE – A revision to clarify the RFQ is forthcoming. The intent of the \$250,000,000 annual bond amount is to address a reasonable example that would represent the annual bonding requirements.