

October 27, 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 &amp; 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 we be sure that we will have an opportunity to bid?</p>

	<p><b>MoDOT RESPONSE</b> – 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>
<b>10/05/06</b>	<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><b>MoDOT RESPONSE</b> – 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>
<b>10/05/06</b>	<p>What is the email file size limitation for proposal submittals to MoDOT?</p>
	<p><b>MoDOT RESPONSE</b> – 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 &amp; Sound Bridge Improvement Team.</p>
<b>10/05/06</b>	<p>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>
	<p><b>MoDOT RESPONSE</b> – 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>
<b>10/05/06</b>	<p>Is the draft Bridge listing or other background information available in an format which can be manipulated/edited?</p>
	<p><b>MoDOT RESPONSE</b> – Yes, the Draft Bridge Listing is available in Excel format, and was posted on the Web site on October 2, 2006.</p>
<b>10/16/06</b>	<p>Our firm is planning on sending reps to the <u>Safe and Sound</u></p>

	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?
	<b>MoDOT RESPONSE</b> – 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.  Pre-registration is not necessary. A sign-in sheet will be circulated and copies will be available for all those who attend.
<b>10/16/06</b>	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?
	<b>MoDOT RESPONSE</b> – Yes. The shape files of the draft candidate structures have been added to the project's FTP site at: <a href="http://www.modot.mo.gov/safeandsound/ProgramDocuments.htm">www.modot.mo.gov/safeandsound/ProgramDocuments.htm</a>
<b>10/16/06</b>	Will MoDOT consider changing the due dates for Statements of Qualification until after the I-64 team selection is announced?
	<b>MoDOT RESPONSE</b> – 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.  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.  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.
<b>10/16/06</b>	Can a contractor proceed into the RFQ and RFP process without being a pre-qualified contractor for MoDOT?
	<b>MoDOT RESPONSE</b> – 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).
<b>10/16/06</b>	We would like to get Bridge Inspection Reports for the following bridges, all of which are in District 3:  A4281, A3789, A2021, A3869, A1444, A3506, A3507, A4037, A2872
	<b>MoDOT RESPONSE</b> – 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 reports for all 25-year-old bridges in Missouri – 55 in total. They are also listed in a new folder on the FTP site.

<b>10/20/06</b>	RFQ, Section 2.8 - The DBE goal of nine percent is extremely high for a project of this magnitude and type of work.
	<b>MoDOT RESPONSE</b> - So noted.
<b>10/20/06</b>	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.
	<b>MoDOT RESPONSE</b> - In all three instances listed above, the RFQ is correct. Book 1 will be revised.
<b>10/20/06</b>	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.
	<b>MoDOT RESPONSE</b> - 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.
<b>10/20/06</b>	RFQ, Section 3.6, Appendix A - Appendix A must include a Letter(s) of Bonding Capacity. This paragraph states that "during the initial Construction Period, the contractor shall annually provide a Performance Bond for the maximum amount of \$250,000,000." Section 8.1 in Book 1 states 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?
	<b>MoDOT RESPONSE</b> - 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.
<b>10/20/06</b>	In previous discussions, it was stated that each individual

	<p>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?</p>
	<p><b>MoDOT RESPONSE</b> – No. The bond will need to be from the Design-Build Proposer to the Commission.</p>
10/20/06	<p>ITP, Section 4.2 – 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>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.</p> <p>Which due date is correct?</p>
	<p><b>MoDOT RESPONSE</b> – Three days is the correct amount. This will be corrected throughout the ITP.</p>
10/20/06	<p>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?</p> <p>If only one proposal is received, which by law MoDOT cannot open, will the proposer receive this stipend for their efforts?</p>
	<p><b>MoDOT RESPONSE</b> – Yes to the first question, and No to the second.</p>
10/20/06	<p>ITP, Section 5.7 – ITP (page 20 of 28) DBE goal of nine percent is extremely high for a project of this magnitude and type of work.</p>
	<p><b>MoDOT RESPONSE</b> – So noted.</p>
10/20/06	<p>ITP, Section 5.8 – ITP (page 20 of 28) This is the same comment included in the RFQ.</p> <p>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> <p>The ITP considers a Major Participant to be the Submitter's Financial Partner but Exhibit A does not include this entity</p>

	<p>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><b>MoDOT RESPONSE</b> – 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><b>MoDOT RESPONSE</b> – 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><b>MoDOT RESPONSE</b> – 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><b>MoDOT RESPONSE</b> – 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 the Contractor is to minimize the R/W and Utility relocations to the greatest extent possible and still meet the goals of the project.</p>

<b>10/20/06</b>	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.
	<b>MoDOT RESPONSE</b> – Agreed. This will be addressed in a future update.
<b>10/20/06</b>	RFP, Section 7.2.1 – Book 1 (page 21 of 27) As previously stated in other comment sections, DBE goal of nine percent is extremely high for a project of this magnitude and type of work.
	<b>MoDOT RESPONSE</b> – So noted.
<b>10/20/06</b>	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.
	<b>MoDOT RESPONSE</b> – 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.
<b>10/20/06</b>	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?
	<b>MoDOT RESPONSE</b> – Section 12 reference is incorrect and will be revised to Section 13.
<b>10/20/06</b>	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?
	<b>MoDOT RESPONSE</b> – MoDOT will pay for the cost of the storage facility.
<b>10/20/06</b>	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.
	<b>MoDOT RESPONSE</b> – No, the Book 3 reference is incorrect. Should be Book 5.  No.  Yes.
<b>10/20/06</b>	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?
	<b>MoDOT RESPONSE</b> – No to both questions. The road is still passable.
<b>10/20/06</b>	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?
	<b>MoDOT RESPONSE</b> – This will be removed.
<b>10/20/06</b>	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?
	<b>MoDOT RESPONSE</b> – This will be removed.
<b>10/20/06</b>	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?
	<b>MoDOT RESPONSE</b> – Yes to both questions. This will be added to Book 5.
<b>10/20/06</b>	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?
	<b>MoDOT RESPONSE</b> – Yes, only during the Initial Construction Period, plus 90 days.
<b>10/20/06</b>	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?

	<b>MoDOT RESPONSE</b> – A workable alarm system is acceptable.
<b>10/20/06</b>	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?
	<b>MoDOT RESPONSE</b> – Yes, this will be provided to short-listed teams.
<b>10/20/06</b>	RFP, Book 2, Section 5.5 – Is this requirement applicable to all bridges or only certain identified bridges?
	<b>MoDOT RESPONSE</b> – 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.
<b>10/20/06</b>	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?
	<b>MoDOT RESPONSE</b> – Yes.
<b>10/20/06</b>	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.
	<b>MoDOT RESPONSE</b> – 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.
<b>10/20/06</b>	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 <b>fund</b> ...” 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.
	<b>MoDOT RESPONSE</b> – 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.
<b>10/20/06</b>	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 maintenance/warranties of the approach slabs/pavement at the pavement/bridge interface (i.e. settlement, cracking)?

	<p>Are we responsible for any maintenance/warranty of any other non-bridge element, i.e. signs, lighting, pavement markings, seeding?</p>
	<p><b>MoDOT RESPONSE</b> – 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 &amp; 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><b>MoDOT RESPONSE</b> – 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><b>MoDOT RESPONSE</b> – 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 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.</p>

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?
	<b>MoDOT RESPONSE</b> – Any information in Books 3 or 4 may be used. Book 5 contains informational documents, most of which are not noted in your 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?
	<b>MoDOT RESPONSE</b> – Environmental permits are the responsibility of MoDOT. Permits and time frames are noted in Book 2, Section 5.
10/20/06	RFP, Section 4.3.4 - Duration of Closure - We assume that this will be mutually agreed to in the schedule negotiated after award.
	<b>MoDOT RESPONSE</b> – The instructions to proposers notes this as a proposal item included in evaluation of the maintenance of traffic criteria.
10/20/06	RFP, Section 5.4.1 - It is our understanding that you cannot apply for an upfront 401 permit with the COE, so has a Nationwide Waiver for each site been applied for?
	<b>MoDOT RESPONSE</b> – 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	RFP, Section 5.3.4 - 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?
	<b>MoDOT RESPONSE</b> – 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	RFP, Section 6.1.1 - 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.
	<b>MoDOT RESPONSE</b> – 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.

<b>10/20/06</b>	RFP, Section 8 - When will the required bonding formats be available?
	<b>MoDOT RESPONSE</b> - Bonding forms will be available prior to the Oct. 27 industry meeting.
<b>10/20/06</b>	RFP, Section 8 - Is it possible to relax the payment and performance bond to cover only that work which is currently under contract?
	<b>MoDOT RESPONSE</b> - 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.
<b>10/20/06</b>	RFP, Section 11.2 - Why is the funding stream linked to the warranty period? Those most likely will propose problems in obtaining financing. Why are these two linked?
	<b>MoDOT RESPONSE</b> - 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.
<b>10/20/06</b>	RFP, Section 3.2.1 - In order to take full advantage of Design-Build, we assume that MoDOT will provide an immediate review turnaround on drawings and documents.
	<b>MoDOT RESPONSE</b> - 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.
<b>10/20/06</b>	RFP, Section 3.2.2 - 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.
	<b>MoDOT RESPONSE</b> - Comment noted. Document will be changed to reflect final design documents are not required prior to construction.
<b>10/20/06</b>	RFP, Section 6.3 - 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?
	<b>MoDOT RESPONSE</b> - 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.
<b>10/20/06</b>	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?
	<b>MoDOT RESPONSE</b> - 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	<p>RFP, Section 15.3 - There are loadings shown in this table for LRFD and LFD. Which one controls?</p> <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><b>MoDOT RESPONSE</b> - 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. New structures and new components shall be designed according to AASHTO.</p>
10/20/06	<p>RFP, Section 15.4 - "Existing substructure to be used in place shall have adequate operating capacity" is vague.</p>
	<p><b>MoDOT RESPONSE</b> - 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>RFP, Section 15.5 - "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><b>MoDOT RESPONSE</b> - Section 15 will be revised to agree with Section 17 (joint inspection with resolution process).</p>
10/20/06	<p>RFP, Section 15.5e - 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><b>MoDOT RESPONSE</b> - 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, manuals." 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-</p>

	Builder get to pick one?
	<b>MoDOT RESPONSE</b> – 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.
10/20/06	ITP, Section 1.3c – 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?”
	<b>MoDOT RESPONSE</b> – We choose not to elaborate, to provide maximum flexibility to the contractor and maintain performance requirements.
10/20/06	ITP, Section 3.4 – 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?”
	<b>MoDOT RESPONSE</b> – Refer to Option2, which provides additional latitude.
10/20/06	ITP, Section 3.7.1 – 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?
	<b>MoDOT RESPONSE</b> – The ITP will be revised by deleting the second statement noted above.
10/20/06	ITP, Section 3.7.4 – Public Information – can you elaborate on how you specifically intend to divide these duties between the design-build contractor and MoDOT?
	<b>MoDOT RESPONSE</b> – 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.

	<b>MoDOT RESPONSE</b> – This situation would be evaluated on a case-by-case basis, comparing the design criteria to actual event.
<b>10/20/06</b>	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?
	<b>MoDOT RESPONSE</b> – No
<b>10/20/06</b>	Will MoDOT consider providing incentives for early completion, safety, quality, etc., and if so, a subsequent earlier start to the warranty period?
	<b>MoDOT RESPONSE</b> – 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.
<b>10/20/06</b>	The reference standards do not mention MoDOT’s newly developed program on “Practical Design.” Is this going to be added to the list?
	<b>MoDOT RESPONSE</b> – The Practical Design Guide will be added.
<b>10/20/06</b>	FHWA Design Exceptions – We need to obtain FHWA’s approval – what is involved in this?
	<b>MoDOT RESPONSE</b> – 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.
<b>10/20/06</b>	RFQ, Section 2.8 – 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 nine percent seems high for Missouri compared to other projects especially with majority of work in rural Missouri where DBE goal is typically zero-five percent. Is there a possibility that this will be lowered or is this nine percent firm?
	<b>MoDOT RESPONSE</b> – Comment noted, no change.
<b>10/20/06</b>	RFQ, Section 3.5 – Why does MoDOT require bonding as the financier will require bonding? This is a double bond for the same period. Can you elaborate?
	<b>MoDOT RESPONSE</b> – Refer to RSMO 227.107 and 221.100, where bonding is required with the entity contracted to the state.
<b>10/20/06</b>	RFQ, Section 3.6 – Letters of Bonding Capacity – Is it possible to lower the value of one year bonding commitment to

	reflect the RFP requirements?
	<b>MoDOT RESPONSE</b> – 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.
<b>10/24/06</b>	Under Section 12.3 and section 12.8, MoDot Drainage Facilities, Bridge and Culvert Hydraulic Design Criteria, please explain more fully the concept of "substructure widening". Does "widening" refer to work on the sub structure performed <u>perpendicular</u> to the flow of water or <u>parallel</u> to the flow of water? If the "widening" does not reduce the waterway area through the structure, how does this relate to Section 12.8, Bridges Rehabilitations?
	<b>MoDOT RESPONSE</b> – Yes, hydraulic analysis is required when the substructure is widened parallel (or skewed) to flow.
<b>10/24/06</b>	Under Section 12.3 MoDOT Drainage Facilities – If a structure is <u>replaced</u> with the same length spans and same substructure location are the overtopping and freeboard requirements applicable?(Is a hydraulic analysis required?)
	<b>MoDOT RESPONSE</b> – Yes in all cases ... Hydraulic analysis is required to determine if the scour design for the proposed bridge, to obtain floodplain development permits where required and for documentation of hydraulic performance.
<b>10/24/06</b>	Could you please clarify the references to NBI condition ratings contained within Book 2.?
	<b>MoDOT RESPONSE</b> – Condition rating refers to NBI items 58, 59, 60 and 62 only. The other NBI items listed in Book 2 are not considered "condition" ratings.
<b>10/24/06</b>	Book 2, section 12 – What hydraulic information does MoDOT anticipate providing?
	<b>MoDOT RESPONSE</b> – None. Existing information is unavailable with the exception of what may be found in flood insurance studies.
<b>10/24/06</b>	RFP, Section 1 – The wording in this paragraph regarding condition ratings seems to conflict with criteria in Sect. 15.2 of RFP. Some ratings below "6" are allowed after a bridge is rehabilitated. Can you please elaborate on the intent?
	<b>MoDOT RESPONSE</b> – MoDOT is giving some latitude for a bridge that is elevated to Condition 6 by a rehabilitation to deteriorate below Condition 6 after the completion of initial construction. That is, a bridge's condition can fluctuate with time within the constraints given.
<b>10/24/06</b>	RFP, Section 2 – Is it possible for the office to be in Columbia (easier cross-state access on I-70) or a location other than Jeff City as long as it's within an acceptable amount of miles to MoDOT Headquarters in Jeff City?
	<b>MoDOT RESPONSE</b> – Jefferson City has access to I-70 via two four-lane, divided highways (U.S. 63 and U.S. 54). No change will be made at present, however tis may be discussed during negotiations with short-listed teams.
<b>10/24/06</b>	RFP, Section 10.1 – Please define what is required in

	Geotechnical Report. Can we provide reports similar to those currently completed by MoDOT? What are minimum requirements for number of borings at each bridge?
	<b>MoDOT RESPONSE</b> – The geotechnical report is required as a final record for MoDOT records. The contractor may make whatever geotechnical investigations as they deem necessary for their design and construction. As such, we do not prescribe the content or format for these reports. MoDOT is giving the Design Builder the latitude to determine how much geotech information is necessary. MoDOT's typical procedures are outlined in its Bridge and Geotech Manuals ... available online.
10/24/06	RFP, Section 12.2 – Due to the broad and unknown nature at the time of pricing, shouldn't this responsibility instead be borne by MoDOT?
	<b>MoDOT RESPONSE</b> – No, MoDOT will not request permits. The Contractor will have the information to request permits and MoDOT could only serve as an unnecessary middle step to request such permits.
10/24/06	RFP, Section 12.3 – It appears that the design criteria listed is more stringent than what is now being required by MoDOT under Practical Design. Is it possible to relax the standards to better mirror those currently being accepted by MoDOT on other similar bridges using Practical Design?
	<b>MoDOT RESPONSE</b> – The criteria are consistent with MoDOT's Practical Design. The Practical Design Guide will be included in Book 3 or 4.
10/24/06	RFP, Section 12.7 – Reference 2 <sup>nd</sup> bullet. Is a "No Rise" certificate only required for work within a floodway? Has FEMA performed a detailed study of most of these streams? Can you provide a copy of "No Rise" certificate to be used. There are many variations of this form available and no rise usually means less than one foot from existing not a true no rise. Please further define.
	<b>MoDOT RESPONSE</b> – A "No Rise" certificate is required only for work within a designated floodway. FEMA maps are available on the internet and can be cross referenced with the Bridge listing. The "No Rise" certificate used by MoDOT is available on the MoDOT Web site at <a href="http://www.modot.mo.gov/business/consultant_resources/bridgestandards.htm">www.modot.mo.gov/business/consultant_resources/bridgestandards.htm</a> "No Rise" is as it is defined by FEMA in the flood studies.
10/24/06	RFP, Section 12.8 – When you say "less than 5" do you mean "4 or less," or do you mean "5 or less" to match table in Section 15.2?
	<b>MoDOT RESPONSE</b> – 4 or less. The performance minimum is 5.
10/24/06	RFP, Section 15.1 – Is this section only for new bridges are for all 800+ bridges? Is a section similar to 15.2 for rehabs needed for replacements?
	<b>MoDOT RESPONSE</b> – Section 15.1 applies to all bridges. Section 15.2 applies specifically to rehabilitated bridges as new bridges are subject to AASHTO standards but in no case shall a new bridge be less than the table in section 15.2.
10/24/06	RFP, Section 15.1 – Suggest adding a section, with guidelines on Elimination of Existing Bridges, into Section 15.

	<b>MoDOT RESPONSE</b> – Guidelines are not needed. If engineering indicates a bridge is not necessary then MoDOT will remove it from its inventory. Keep in mind we are using the definition of a bridge as found in 23CFR.
<b>10/24/06</b>	RFP, Section 15.1 - Item 1 seems to conflict with Section 15.2 and Table 1 for rehabilitated bridges. Can you clarify?
	<b>MoDOT RESPONSE</b> – Table 1 shows the minimum values required to remove all deficiencies during the Initial Construction Period. Items 58, 59, 60, and 62 are the only items will be addressed during the Maintenance period. Refer to Section 3 of the MoDOT Bridge Inspection Rating Manual for more information.
<b>10/24/06</b>	RFP, Section 15.1 - Can rehabs eliminate “all load postings?”
	<b>MoDOT RESPONSE</b> – If a bridge cannot be rehabilitated and strengthened to eliminate posting it will need to be replaced or a design exception approved to leave in place.
<b>10/24/06</b>	RFP, Section 15.2 - Do these condition ratings also apply at turnover in 2037 +/-? Or only in 2012?
	<b>MoDOT RESPONSE</b> – The condition ratings – items 58, 59-60 and 62 – shall be 6 or better when the structures are returned to MoDOT.
<b>10/24/06</b>	RFP, Section 15.4 - Can you comment on what is an acceptable way for the design-builder to verify this since MoDOT built these and the substructure is mostly unseen.
	<b>MoDOT RESPONSE</b> – That will be up to the contractor.
<b>10/24/06</b>	RFP, Section 15.5 - In the spirit of partnering, we assume MoDOT will inform the design-builder when inspections are made, and that a third party would moderate any irregularities in the reports. Likewise, we assume MoDOT will assess the condition with the design-builder’s input and agreement, and all actions in this article will be handled jointly, and in the spirit of partnering.
	<b>MoDOT RESPONSE</b> – The RFP will be changed to clarify this statement, since MoDOT reserves the right to perform inspections in such instances as emergency response. Typical inspections to assess contractor’s performance will be joint, and will follow the process described in Section 17. MoDOT will discuss its finding openly with the Contractor and follow the dispute resolution guidelines.
<b>10/24/06</b>	RFP, Section 15.5 - Reference 2 <sup>nd</sup> paragraph under Maintenance Period. In the spirit of partnering, shouldn’t this instead be a joint effort between MoDOT and the design-builder?
	<b>MoDOT RESPONSE</b> – Refer to previous response. Modified to be consistent with Section 17.
<b>10/24/06</b>	RFP, Section 15.5 - Referent 4 <sup>th</sup> paragraph under Maintenance Period. Please further define. Needs to be agreed upon by MoDOT and contractor.
	<b>MoDOT RESPONSE</b> – OK – defined further in Book 1.
<b>10/24/06</b>	RFP, Section 15.5 - Reference 3 <sup>rd</sup> paragraph under Allowance,

	can you define "...take immediate action ..."?
	<b>MoDOT RESPONSE</b> – It is just what it says. The Contractor shall pursue corrective action immediately.
<b>10/24/06</b>	RFP, Section 15.5 – Reference 2 <sup>nd</sup> and 3 <sup>rd</sup> paragraph under Non-Compliance. Can we assume that MoDOT will approve costs before they are accomplished?
	<b>MoDOT RESPONSE</b> – Yes, since MoDOT will be either performing or contracting the work.
<b>10/24/06</b>	Will MODOT provide as-built plans of the rehabilitations and reconstructions accomplished on these bridges to date? Can the descriptions of that past work be provided now and on which bridges? The NBIA data references which bridges had work but contains no detail of what was done.
	<b>MoDOT RESPONSE</b> – MoDOT will provide as-builts for reconstructions to the extent that they are available.
<b>10/24/06</b>	RFQ, Section 1.1 – The wording in this paragraph regarding condition ratings seems to conflict with criteria in Section 15.2 of RFP. It appears that some ratings below "6" are allowed after a bridge is rehabilitated. Can you provide a list of bridges for which this applies?
	<b>MoDOT RESPONSE</b> – See Book 2, Section 15 for allowances.
<b>10/24/06</b>	RFP, Section 1.1 – Due to probable required and existing limited MoDOT ROW and easement widths, we expect that bullets 1 & 2 would rarely happen in rural areas; therefore, wouldn't it be appropriate to remove these sentences?
	<b>MoDOT RESPONSE</b> – Noted, no change, as this is a goal to minimize cost.
<b>10/24/06</b>	RFP, Section 1.1 – In rural areas, telephone, water and/or gas lines are often attached to stream crossing bridges. Third bullet will be mostly untrue on rural bridges; therefore, wouldn't it be appropriate to remove this?
	<b>MoDOT RESPONSE</b> – Noted, no change, as this is a goal to minimize cost.
<b>10/24/06</b>	RFP, Section 3.1 – Can you elaborate on the reference to ISO 9000:200 standard? Is MoDOT now following this standard?
	<b>MoDOT RESPONSE</b> – ISO 9000 is an industry standard and should assist in performing audits of contractor operations. MoDOT is not currently following this standard.
<b>10/24/06</b>	RFP, Sections 3.2.1 and 3.2.2 – With aggressive project completion schedule, MoDOT's review of "Released for Construction Plans" prior to beginning construction will delay the project. Typically in a design-build project, this is very limited and held to a minimum of calendar days maximum, and if no MoDOT comments are received, the contractor can start construction. Can this section be changed to reflect that type of review?
	<b>MoDOT RESPONSE</b> – Our intent is to receive design information as it is released

	for construction, including on-going design, which would also be supplied to MoDOT prior to construction. This will enable audits of construction activities. This will be a submittal to MoDOT, with no required review period to hold up construction, and this will be reflected in the RFP.
10/24/06	RFP, Section 3.2.1 - The definition of "Released for Construction Documents" is very broad and includes the statement: ... "and any other document necessary to construct the work." Can you provide a list of which documents apply?
	<b>MoDOT RESPONSE</b> - Whatever documents are provided for construction, including any background or clarification documents, will also be provided to MoDOT. Our intent is to receive all documents used in construction, in order to perform accurate spot audits of the work.
10/24/06	RFP, Section 3.2.2 - Why is this second submittal and review added - Design Documents and Release for Construction Documents? This seems to conflict? Which is first? Often in Design-Build projects (like we recently saw on I-64) design continues as construction is beginning. This delays the design-build process.  Reference the table in Section 3.4, page 4 of 4.
	<b>MoDOT RESPONSE</b> - Release for Construction documents are required for submittal prior to their use in construction (including fabrication). This applies throughout construction, as we understand design may be ongoing. Final design documents are no longer required. Only as built plans will be required prior to Final Acceptance of Structure. The RFP documents will be changed to reflect this.
10/24/06	RFP, Section 3.3, 3 <sup>rd</sup> paragraph, page 3 of 4 - Is there an arbitration process prescribed in the case where test results might vary?
	<b>MoDOT RESPONSE</b> - The Quality Manual submitted by the Contractor should include a procedure defining an arbitration process. This will depend on the Contractor's acceptance procedures.
10/24/06	RFP, Section 4.1.1 - Do you mean MoDOT will provide public "meetings" vs. "hearings?" We normally see hearings held for displacements. We expect there to be no or very few displacements. Can you provide a list of those anticipated?
	<b>MoDOT RESPONSE</b> - Commission policy no longer requires that a public hearing be held in advance of road closure. Our intent, though, is that outreach activities will occur that will prepare the public for the impacts of road closures and detour routes, including public meetings. This will be clarified in the RFP.
10/24/06	RFP, Section 5.1 - When will MoDOT provide NEPA Clearances and Endangered Species Act review? The 1 <sup>st</sup> and 2 <sup>nd</sup> paragraphs seem to conflict with Sections 5.3, 5.4 and 5.5. Can you clarify?
	<b>MoDOT RESPONSE</b> - MoDOT will obtain required permits, however we will require certain technical input from the contractor in order to complete evaluations and permit applications. This is the intent of Book 2, Section 5.
10/24/06	RFP, Section 5.1 - Reference 3 <sup>rd</sup> paragraph, 1 <sup>st</sup> sentence. Can you define the majority of bridges that already have a NEPA

	classification of Categorical Exclusion (CE) and provide a list?
	<b>MoDOT RESPONSE</b> – This process is ongoing and we intend to provide such a listing to short-listed teams with the Draft RFP issuance on November 22.
<b>10/24/06</b>	RFP, Section 5.1 – Can you provide a list and identify which bridges: “ ... have known environmental and/or cultural resources that will require more than the average time ...”? We understood those bridges would not be included in this program and would be substituted out for other bridge(s).
	<b>MoDOT RESPONSE</b> – This list will be provided to short-listed teams. Following award, if a structure in this category does pose external schedule impact, then we will consider this for substitution. We do not intend to make this decision until we consider the technical approach offered by the awarded contractor.
<b>10/24/06</b>	RFP, Section 6.3 – Obtaining agreements with railroads is normally very lengthy and expensive. Can you remove all bridges crossing railroad facilities and/or right of way? This current list of 800+ bridges contains about 25 such bridges.
	<b>MoDOT RESPONSE</b> – No, these structures may be considered for substitution only if the awarded contractor demonstrates excessive schedule impact (beyond the timelines established in the RFP).
<b>10/24/06</b>	RFP, Section 6.3 – Please define “ ... work on deck surface.”
	<b>MoDOT RESPONSE</b> – Any work that is performed outside the railroad property or above the deck or any other such work area that is separated physically from the RR property. For example, half-sole deck repairs would be “work on the deck surface,” while full-depth patching which requires some type of form work to be placed below the deck would not fit this situation.
<b>10/24/06</b>	RFP, Section 7 – Suggest MoDOT handle utilities NOT contractor. On rural bridges, telephone lines are often attached to existing bridges. Why shouldn't this responsibility instead be borne by MoDOT?
	<b>MoDOT RESPONSE</b> – Our intent is for the contractor to consider such utility coordination in their design. This responsibility will be assigned to the contractor.
<b>10/24/06</b>	RFP, Section 8 – On rural bridges, existing MoDOT ROW is normally not wide enough for a bridge replacement. Can existing MoDOT R/W widths at each bridge be provided on Web site ASAP? Why shouldn't the responsibility of obtaining ROW and easements instead be borne by MoDOT?
	<b>MoDOT RESPONSE</b> – Available ROW information will be provided with as-built plans to short-listed teams. MoDOT ROW staff will conduct negotiations for acquisition of ROW and permanent easements after the contractor provides any required ROW plans. The contractor shall pay for any required ROW or permanent easements (settlement costs with owner, not MoDOT staff costs for negotiation).
<b>10/24/06</b>	RFP, Section 8.2 – Why shouldn't this responsibility be borne by MODOT?
	<b>MoDOT RESPONSE</b> – Refer to previous response.

<b>10/24/06</b>	RFP, Section 8.2 - Reference the 4 <sup>th</sup> bullet. Will MoDOT provide timelines and assurances for all ROW to be accomplished by MoDOT?
	<b>MoDOT RESPONSE</b> - Required ROW and permanent easement will be acquired through MDOT staff negotiation process, with payment by the contractor, and this will be completed within one year of receipt of ROW plans from the contractor to MoDOT.
<b>10/24/06</b>	RFP, Section 8.2 - This represents a huge unknown at the time of pricing; therefore, why shouldn't this responsibility instead be borne by MoDOT?
	<b>MoDOT RESPONSE</b> - The contractor has the ability to control required ROW through their design approach. The responsibility to define required ROW and provide associated ROW plan information are the contractor's. MoDOT staff will conduct required negotiation to acquire in accordance with the Uniform Relocation Act, such that these costs are qualified for federal reimbursement to the fullest extent possible. The contractor will provide payment for acquisition.
<b>10/24/06</b>	RFP, Section 8 - How will MoDOT use eminent domain?
	<b>MoDOT RESPONSE</b> - Use as necessary when the contractor demonstrates the need for ROW. This will be used sparingly on a case-by-case basis and as a last resort.
<b>10/24/06</b>	RFP, Section 9.1 - Is this PLS responsible for all 800+ bridges? Or can it be divided among more PLS's on team by geographic areas?
	<b>MoDOT RESPONSE</b> - The PLS responsibilities may be divided between one or more PLS's on a contract team.
<b>10/24/06</b>	RFP, Section 9.1 - Does MoDOT currently meet this requirement?
	<b>MoDOT RESPONSE</b> - MoDOT is actively changing its internal procedures to meet these requirements.
<b>10/24/06</b>	RFP, Section 13.3 - Reference 2 <sup>nd</sup> paragraph. Timing of these facilities desired by local agencies will affect cost and schedule. Who determines cost?
	<b>MoDOT RESPONSE</b> - These added scope items will be considered only by mutual consent of MoDOT and the Contractor, including agreement with costs.
<b>10/24/06</b>	RFP, Section 13.3 - Can you define the intent with "should be considered."
	<b>MoDOT RESPONSE</b> - Coordination with local agencies is a priority in order to gain public acceptance, and MoDOT values this coordination to build public acceptance. Refer to the previous response with regard to decision-making.
<b>10/24/06</b>	RFP, Section 17.3 - Reference the 4 <sup>th</sup> paragraph. We assume that MoDOT will notify and obtain Contractor approval of described short-term repairs.
	<b>MoDOT RESPONSE</b> - MoDOT will notify the Contractor and will consider comments received, however we retain the right to affect emergency repairs to maintain traffic over our system.

10/25/06	ITP - Section 2.5, Schedule - This section was amended on October 17, but we feel the schedule is still too short for the amount of work that must be performed. It is not possible to visit the various sites, determine bridge replacements/re-habs, develop detours, and evaluate preliminary costs in the time allotted. We would suggest moving the Final RFP date to December 15 to allow time for the teams and MoDOT to agree on the final documents. We would suggest all other dates starting with the Initial Technical Proposal date be moved back one month.
	<b>MoDOT RESPONSE</b> – The schedule will remain as stated, and opportunity to amend the Final RFP will still be available prior to submittal of the final technical proposal and price allocation.
10/25/06	Book 1, section 10.4.1 - When will the third-party costs be identified so that the costs can be accurately determined?
	<b>MoDOT RESPONSE</b> – This section will be revised to indicate mutual agreement between the Commission and Contractor are required prior to adding scope from third-party agreements.
10/25/06	Book 1, section 11.1.2 (C, D, F, G) - What governmental approvals will be needed? How can any of these costs be accurately determined by the contractor to allow the submittal of an accurate bid?
	<b>MoDOT RESPONSE</b> – One example of government approval/compliance will include environmental permits, and the RFP is being revised to indicate any mitigation or unknown permit requirements at the final submittal will be addressed by change order after award. Other costs noted in these items are the responsibility of the contractor.
10/25/06	Book 2, section 6.2 - What local agencies are included? How can the contractor be assured that agreements can be reached? Local agencies could easily withhold approvals and make unreasonable demands. It is impossible to estimate what these costs would be. Does this section conflict with section 6.1 that says MoDOT will enter into these agreements?  The permitting on the municipal/county level should have state oversight that could help maintain the schedule requirements with some enforceable
	<b>MoDOT RESPONSE</b> – No, MoDOT will be required to sign agreements, as owner, however the contents of these agreements will be defined and agreements drafted by the Contractor as the design progresses (sample agreement forms will be provided by MoDOT). The RFP is being revised to indicate that mutual consent is required between MoDOT and the Contractor prior to executing these agreements and cost/scope changes will be addressed by change order.  See response to previous question.
10/25/06	When will the existing bridge and ROW plans be provided?
	<b>MoDOT RESPONSE</b> – As-built plans will be provided, in PDF format, to short-listed proposers. These plans will include bridge, roadway and ROW information.

<b>10/25/06</b>	DBE Goal - Was this evaluated on the basis of the type of work to be completed? Nine percent may be high due to the type of work that is being done and the areas the work is in.
	<b>MoDOT RESPONSE</b> – This was evaluated on the basis of the work to be completed and the areas in which the work is to be performed.
<b>10/25/06</b>	Book 1, Section 13 - There is no time frame requirement to process change orders. Some time frame requirements on both sides should be established such as two weeks for the contractor to submit costs and two weeks for MoDOT to process the change order for payment.  Since MoDOT is not making payments during construction, how will change orders be paid for?
	<b>MoDOT RESPONSE</b> – Agreed, the RFP will be revised to include timeframes applicable to both contractor and MoDOT.  Change orders or any other contract adjustment will be addressed at the next scheduled payment, per the RFP requirements (refer to Book 1, Section 11).
<b>10/25/06</b>	Book 2, section 6.3 - If railroad agreement and plan approval is not received within the 18-month time frame, will MoDOT consider withdrawing these bridges from the program? If so, will the contractor be reimbursed for costs expended to date?
	<b>MoDOT RESPONSE</b> – If any third-party action or inaction affects schedule, this may result in reallocation or redeployment of contractor forces, and may result in a change to substitute a bridge structure. If such a change is made, the cost expended to date may be addressed within the change order for substitution. Refer to Book 1, section 4.4.
<b>10/27/06</b>	ITP, Section 3.4 - Financial Plan - Can the proposers offer two alternate options for financial plan in their proposals; one reflecting the "Preferred Option" as stated, and the other reflecting the "Alternative" as stated?
	<b>MoDOT RESPONSE</b> – Proposers may offer no more than two financial plans, one for the preferred option and one for the Alternative. Proposers shall provide at least one of these financial plans in order to be considered responsive. If two plans are offered, the highest scoring plan will be utilized in Best Value determination, and the proposer must be able to execute either financial plan proposed.
<b>10/27/06</b>	ITP, Sections 3.4, 3.5, 3.6, 3.7.1 and 3.8 - Since Parts 2,3,4,5 (art. 3.7.1) and 6 will be evaluated on a pass/fail basis, if a proposer fails in one of the parts, will that proposer be eliminated from further consideration or will MoDOT give that proposer the opportunity to rectify thus earning a "pass" in the part in which the proposer failed?
	<b>MoDOT RESPONSE</b> – If a Pass/Fail item is considered to be Fail, the proposer will be notified to ensure this was not an error or omission. If it is an error or omission they will be given an opportunity to correct it.  If the proposer will not or cannot meet the Pass/Fail items they will be eliminated from further consideration.

<b>10/27/06</b>	ITP, Section 3.6 - Additional Applicable Standards - Why would "Part 4 - Additional Applicable Standards" be evaluated on a pass/fail basis? We suggest and recommend that the evaluation be an approval or disapproval of whole or part of the Additional Applicable Standards that a proposer is proposing.
	<b>MoDOT RESPONSE</b> - If the proposer submits an AAS that was not accepted by MoDOT, Part 4 would be 'fail.'
<b>10/27/06</b>	ITP, Section 3.7.2 - Treatment Strategies and Section 3.7.3 - Maintenance of Traffic - Is it reasonable for MoDOT to expect the proposer to be "bridge specific," i.e. addressing Treatment Strategies and Maintenance of Traffic, for each structure in the proposal? Is this practical? Carrying out such a task in a thorough manner on each of the 800 bridges is tantamount to partial completion of the project that can be an impossible task to accomplish within the given time frame and perhaps within the given stipend. What seems practical and achievable is to get a sampling of the 800 bridges and then develop the proposer's approaches on the above two factors for the "bridge sampling" that the proposer will come up with.
	<b>MoDOT RESPONSE</b> - The dates are not changing.
<b>10/27/06</b>	Book 2, Section 2.5.2 - Project Directory - This section says that the project directory shall be submitted to MoDOT within 60 days following NTP. However, in Section 2.6, it is listed in the table as within 30 days of NTP. Please review.
	<b>MoDOT RESPONSE</b> - The Table will be updated to reflect 60 days.
<b>10/27/06</b>	Book 2, Section 15.4 - Load Rating/Posting Values - The first paragraph in Section 15.4 says "The Contractor shall load rate all bridges" but it doesn't say when. However, Section 15.6 indicates that Virtis Rating of each bridge is required before construction of each bridge. Please clarify in the first paragraph of Section 15.4 the timing of load-rating for all bridges.
	<b>MoDOT RESPONSE</b> - The timing is indicated in section 15.6.
<b>10/27/06</b>	Book 2, Section 15.5 - Maintenance/Bridge Inspections - Under "exclusions" in item c, should hailstorms be included since a severe hailstorm can potentially cause damage to bridge wearing surface and also other exposed areas of bridge superstructure and substructure, for example, coatings in the exposed areas of façade (exterior girders)?
	<b>MoDOT RESPONSE</b> - A large damaging hailstorm would be considered an act of God.
<b>10/27/06</b>	Book 2, Section 17.6 - Deliverables - Deliverable is specified as a Maintenance Plan. Does MoDOT require a general maintenance plan for all bridges? Please clarify. MoDOT needs to elaborate what they expect in the maintenance plan. Also the schedule of "no later than 30 days following the contract award date" appears to be too ambitious and aggressive. Please review and reconsider. How about 60 or 90 days?

	<b>MoDOT RESPONSE</b> – The information originally intended to be reported here will be in the schedule and the annual report described in book 2 section 2, so the Maintenance Plan deliverable in Book 2 Section 17 will be removed.
<b>10/27/06</b>	ITP, Section 1.6 – Please confirm that this section isn't contemplating a BAFO from more than one successful proposer?
	<b>MoDOT RESPONSE</b> – Confirmed.
<b>10/27/06</b>	ITP, Section 2.5 – The draft Procurement schedule includes various milestones for the project from issuance of the preliminary draft RFP to award of the contract; however, no milestones have been identified for review/discussions of the commercial agreements required for the project. Will MoDOT incorporate milestones that are typical to privately financed projects?
	<b>MoDOT RESPONSE</b> – The RFP documents will be revised to indicate a parallel path review of financial issues with the technical issues from short-listing until the final RFP addendum in early March 2007. Also note that we have previously responded to another question, such that we will be issuing our Final RFP document on Dec. 6, 2006, with subsequent changes to be incorporated by addendum, with the Final RFP Addendum on March 7, 2007.
<b>10/27/06</b>	RFQ Section 1.3 and ITP, Section 3.9 – Please clarify the intent of Section 1.3 of the RFQ where it states, "the preferred maximum for any annual payment is \$40 million dollars," as it relates to Section 3.9 of the ITP.
	<b>MoDOT RESPONSE</b> – The preferred maximum payment is \$40 million dollars, but this is not mandatory. We are seeking best value.
<b>10/27/06</b>	Will there be hard cap imposed on the amount of the maximum annual payment?
	<b>MoDOT RESPONSE</b> – No, furthermore we cannot propose any cap without evaluating the amount, timing and sequence with other payments.
<b>10/27/06</b>	How would the evaluation criteria work if all proponents need to price at the maximum amount to complete/restore all of the bridges in the BIP or alternatively cannot complete/restore all of the bridges in the BIP for the maximum annual payment?
	<b>MoDOT RESPONSE</b> – Refer to previous response regarding no hard cap. Also, if all bridges are not addressed in the proposal, it will not be considered responsive. If all proposals are priced higher than MoDOT expectations, we may choose not to award a contract.
<b>10/27/06</b>	Please confirm that the annual payment will be increased subject to CPI or some other index?
	<b>MoDOT RESPONSE</b> – We do not plan to index the annual payments.
<b>10/27/06</b>	Please clarify in section 3.10 that the Best Value Determination is based on the Design and Price criteria weighting identified in Section 3.7 and 3.9, respectively?
	<b>MoDOT RESPONSE</b> – The RFP (ITP, Section 3.10) will be revised to clarify that award will be based upon a best value determination defined by a combination of Proposed Price-Best Design approach, in accordance with the weighted criteria presented in the ITP.

<b>10/27/06</b>	Is there any significance to having the Best Design as identified in the last sentence other than having the highest score out of 30 points allocated for such in Section 3.7?
	<b>MoDOT RESPONSE</b> – No, this statement is meant to clarify the best design is defined by the technical element scoring.
<b>10/27/06</b>	Book 1, DB Contract, Section 2.2.11 – Is the re-sequencing indicated against the contractor’s work plan or against a sequence to be provided by the client with the RFP?
	<b>MoDOT RESPONSE</b> – Re-sequencing will be against the contractor’s work plan, maintaining Project Milestones.
<b>10/27/06</b>	Book 1, DB Contract, Section 2.3.4 – The current RFP schedule will not allow for a full evaluation of the actual condition of all structures. Please clarify MoDOT’s rationale for the current proposed schedule?
	<b>MoDOT RESPONSE</b> – The proposed schedule provides a timeframe for evaluation, and also provides for award of the contract in a timeframe that allows for construction activity starting in the summer of 2007.
<b>10/27/06</b>	Book 1, DB Contract, Section 3.2.1 – The contractor should be able to rely on the accuracy of any document for ROW, geotechnical data, environmental assessment or similar factual information. If not, substantial cost will have to be added to re-confirm data independently. Please consider?
	<b>MoDOT RESPONSE</b> – MoDOT is providing the information that we have. The contractor will need to gather the information they need for their design.
<b>10/27/06</b>	Book 1, DB Contract, Section 4.3.4 – Can this be clarified that the scheduling of closures is on an on going basis over the term of the contract? This implies that every closure will be scheduled initially before signing contract. Please clarify?
	<b>MoDOT RESPONSE</b> – MoDOT intends that each bridge will have anticipated closure days assigned before the submittal of the Final Technical Proposals.
<b>10/27/06</b>	Book 1, DB Contract, Section 5.3.1 – This implies that we can rely on some information provided by client. Please clarify based on comments provided above on Section 3.2.1?
	<b>MoDOT RESPONSE</b> – Book 5 will contain informational documents that cannot be relied upon. Book 4 contains Contract Drawings, Data, and Reports that can be relied upon.
<b>10/27/06</b>	Book 1, DB Contract, Section 5.3.2 – It is not clear if the five days starts at initial notice as said or after directed by Commission per 5.3.1? This would imply that we are to be proceeding with investigation before we hear from Commission. Please clarify?
	<b>MoDOT RESPONSE</b> – Agreed – will change 5.3.2 to 10 business days after the Commission determines further investigation is required.

<b>10/27/06</b>	Book 1, DB Contract, Section 5.5.2 - Will Commission provide agreements with all such 3 <sup>rd</sup> parties that detail what they may be paying for? Is contractor at risk for collection of such payments or is the Commission?
	<b>MoDOT RESPONSE</b> - MoDOT will provide the 3 <sup>rd</sup> party agreement after we have a scope and price agreed upon. MoDOT will collect payments from the third party.
<b>10/27/06</b>	Book 1, DB Contract, Section 6.2. - Section is not clear as to contractor's source of utility information. Will Commission provide utility agreements that can be relied upon by contractor?
	<b>MoDOT RESPONSE</b> - The MUA will be provided to the short-listed teams.
<b>10/27/06</b>	Book 1, DB Contract, Section 6.3 - Section is not clear on what the contractor can rely upon as basis of environmental compliance? New approvals are addressed but not what would drive a new approval beyond changes. Please clarify?
	<b>MoDOT RESPONSE</b> - MoDOT's environmental permits will be provided to short-listed teams and included in the contract. Environment compliance is in reference to these permits.
<b>10/27/06</b>	Book 1, DB Contract, Section 8.1 - Requirement says "shall annually provide." As this is the bond for the construction period, the bond should be for the full construction duration instead of provided annually. Please clarify?
	<b>MoDOT RESPONSE</b> - Currently the bonding requirements are set up to provide a bond every year in the amount of work to be completed that year not to exceed \$250,000,000.
<b>10/27/06</b>	Book 1, DB Contract, Section 9 - Will some form of benchmarking be permitted for insurance costs during the O&M term?
	<b>MoDOT RESPONSE</b> - At this time MoDOT feels the insurance requirements are reasonable and is not pursuing benchmarking them as the contract progresses.
<b>10/27/06</b>	Book 1, DB Contract, Section 10.2.1 - This implies that the contractor is only responsible for damage until acceptance of new construction while 1.11 indicates such responsibility continues thru 25-year O&M term. Please clarify?
	<b>MoDOT RESPONSE</b> - 1.11 is referring to any maintenance necessary to maintain the structure requirements. The contractor is not responsible for damages after Acceptance of Structure unless they have control of the site for maintenance.
<b>10/27/06</b>	Book 1, DB Contract, Section 16.2.2 - This implies Commission payment for individual structures instead of annual payment over O&M term. Please clarify?
	<b>MoDOT RESPONSE</b> - No, this section indicates various means of paying for work completed in the event of default according to the provisions of the contract documents.
<b>10/27/06</b>	Book 1, DB Contract, Section 17.1.1 - Please confirm that it is MoDOT's intention that annual payments will start regardless if work is not finished and that the only penalty

	is the stated LDs?
	<b>MoDOT RESPONSE</b> – Payments will not start until the Acceptance of the Initial Construction; this is addressed by Section 11.2.
<b>10/27/06</b>	Book 1, DB Contract, Section 18.1.2 – Does this section pertain to only new work? Please confirm that the contractor isn't expected to indemnify against existing "hidden defects" in the bridges?
	<b>MoDOT RESPONSE</b> – Yes, this only pertains to new work.
<b>10/27/06</b>	Book 2, Performance Requirements, Sections 3.2.1 and 3.2.2 – 3.2.1 states that no construction work is undertaken until without Released for Construction Documents, but 3.2.2 requires Final Design Documents to be submitted prior to construction, when can construction work begin?  What are the Commission's review periods for RFC and Final design packages?
	<b>MoDOT RESPONSE</b> – These sections have been changed and Final Design Documents are no longer a required submittal.  There isn't going to be a review of RFC documents, they need to be delivered so spot checks and audits can be performed.
<b>10/27/06</b>	Book 2, Performance Requirements, Section 3.3, PP5 – Will the Commission be responsible for the management of the other federal, state and local government agency inspections? How will these confirmation results be applied to the project?
	<b>MoDOT RESPONSE</b> – No.
<b>10/27/06</b>	Book 2, Performance Requirements, Section 5.5 – Is the contractor to provide photographs of all bridges and structures on the project or only to those subject to Section 106?
	<b>MoDOT RESPONSE</b> – This requirement has been removed.
<b>10/27/06</b>	Book 2, Performance Requirements, Section 8 – Will the contractor determine the project limits at each site and therefore effected or effective ROW?
	<b>MoDOT RESPONSE</b> – Yes.
<b>10/27/06</b>	Book 2, Performance Requirements, Section 8.3 – How will it be determined which existing buildings and other structures in the ROW are to be removed?
	<b>MoDOT RESPONSE</b> – MoDOT does not leave buildings or structures that are not in service on ROW.
<b>10/27/06</b>	Book 2, Performance Requirements, Section 11.3 – Is new lighting to be provided at all pedestrian tunnels and bridge sidewalks on the project where none currently exists?  Are breakaway pole replacements considered "existing lighting removed due to construction improvements" and therefore

	subject to the specified illumination requirements?
	<b>MoDOT RESPONSE</b> – If lighting doesn't currently exist and the structure is replaced by a similar structure it will not be required.  If lights are moved to different locations, changed in type, or mounted at different heights they will be subject to specified illumination requirements.
<b>10/27/06</b>	Book 2, Performance Requirements, Section 12.3 – How does the gutter flow spread criteria apply to existing bridges not requiring deck replacement? Will a bridge require modification to meet these criteria?
	<b>MoDOT RESPONSE</b> – Existing conditions are acceptable.
<b>10/27/06</b>	Book 2, Performance Requirements, Section 15.1 – Are new bridge numbers required for non-replacement locations?
	<b>MoDOT RESPONSE</b> – Yes.
<b>10/27/06</b>	Book 2, Performance Requirements, Section 15.1-4 – Will all bridge railing be required to be upgraded to meet current AASHTO TL rated standards?
	<b>MoDOT RESPONSE</b> – Yes.
<b>10/27/06</b>	Book 2, Performance Requirements, Section 15.4 PP2 – Since NDBIS Item 70 Bridge Posting is not one of the 15.2-Table 1 criteria, is it the intent of Section 15.4 to require the upgrade of all bridges currently load-restricted to legal loads?
	<b>MoDOT RESPONSE</b> – Yes.
<b>10/27/06</b>	Book 2, Performance Requirements, Section 15.5 – This section refers to an acceptable condition rating of 6 during the maintenance period and for Final acceptance. The condition rating requirements of Section 15.2 Table-1 state the various condition ratings requirements vary between 4 and 6, is NBIS Item 59 the governing criteria for the maintenance period and Final Acceptance?
	<b>MoDOT RESPONSE</b> – NBI items 58,59,60 and 61 are considered “condition ratings.” Table 1 lists the required NBI ratings for various items for MoDOT to accept the initial construction and maintenance to begin. Further, Book 2 establishes minimum condition ratings – items 58, 59, 60 and 61 – for the maintenance period and final acceptance. The structures are to be returned to MoDOT in condition 6. The other NBI items are only evaluated prior to the maintenance period.
<b>10/25/06</b>	Draft RFP – We suggest adding definition of “Basic Lighting” and “Continuous Lighting” from RFP Section 11.3, Page 1/3 to list of definitions in Book 1.
	<b>MoDOT RESPONSE</b> – Noted – These configurations are in MoDOT’s PDM in Chapter 8-01, Figures 1-6 for Basic Lighting and Figures 9-10 for Continuous Lighting.
<b>10/25/06</b>	RFP, Section 1 – Will as-built plans be provided with the RFP, and will the plans show the width of existing MoDOT ROW for each site?

	<b>MoDOT RESPONSE</b> – As-built plans will be provided to short-listed teams, in electronic format. Available ROW information will be included.
<b>10/25/06</b>	RFP, Section 4.1 – First Paragraph, Fourth Line. Why is a separate tailored PIP needed for each district? Due to similarities, could we instead duplicate some for similar Districts, i.e. Districts 1&2 or 8&9, etc.
	<b>MoDOT RESPONSE</b> – MoDOT’s 10 districts have many different characteristics – demographics, economic status, urban or rural, number of media outlets, number of major employers, etc. As it relates to the Safe & Sound Program, they have widely different numbers of bridges on the candidate list. These are the reasons that we specified the need for different public information plans. We will, however, consider plans that combine certain similar districts, if the proposal can make a good case for why the proposed actions make sense.
<b>10/25/06</b>	RFP, Section 5.9 – Can you please provide a list and identify those bridges that “... have mitigation in place...”
	<b>MoDOT RESPONSE</b> – We cannot finalize some evaluations until we consider the technical approach of the awarded contractor. In addition, we are changing the RFP documents to reflect that any required environmental mitigation will be negotiated by change order, following award, with regulatory timelines for completion noted in any such change order.
<b>10/25/06</b>	RFP, Section 5.10 – Such warnings or problems could be due to third parties outside the control of the design-builder. How will this be limited to only those instances where the design-builder is at fault?
	<b>MoDOT RESPONSE</b> – The Contractor is charged with compliance with permit conditions, and if such third-party issues were to occur, MoDOT expects the Contractor to provide such information for review and decision by applicable regulatory authorities.
<b>10/25/06</b>	RFP, Sections 6.1 & 6.2 – Sections 6.1 and 6.2 seem to conflict with each other. Can you clarify the process?
	<b>MoDOT RESPONSE</b> – We fail to see any conflict here. The agreements will be between the Commission and the Third Party. The agreements will be drafted by the contractor in cooperation with the Third Party and then provided to MoDOT for review and execution by the Commission.
<b>10/25/06</b>	RFP, Section 6.2 – This paragraph is very broad as it includes words like “any”. How will MoDOT mitigate the design-builder’s exposure to excessive requirements outside their control?
	<b>MoDOT RESPONSE</b> – Needs to be clarified. The Contractor will be involved with drafting the agreement between the third party and MoDOT, therefore they will have some input as to how any third-party provisions will affect their schedule. If it is determined at the time the agreement is drafted that the Contractor’s schedule will be significantly affected by the terms of the agreement, an adjustment will be made accordingly.
<b>10/25/06</b>	RFP, Section 7.4 – Can MoDOT make available copies of existing utility agreements and a list of those bridges?
	<b>MoDOT RESPONSE</b> – MoDOT will be providing a sample copy of a Master

	Reimbursable Utility Agreement and a list of Utility Companies that have signed a MRUA to the short-listed proposers.
10/25/06	RFP, Section 8.2 - 3rd bullet and 10 <sup>th</sup> bullet seem to conflict regarding displaced persons. Can you please clarify?
	<b>MoDOT RESPONSE</b> – Bullet #3 addresses the actual compensation to property owners. Bullet #10 addresses the activity of Right-of-Way personnel.
10/25/06	RFP, Section 8.3 - How is the determination made as to when a building/facility must be demolished?
	<b>MoDOT RESPONSE</b> – Any building or structure residing on newly acquired ROW will be removed and/or demolished. In some cases where temporary easements are necessary the structure may remain and not be disturbed.
10/25/06	RFP, Section 9.4 - What if a property owner refuses? Timing and impact on schedule. Contractor has no control or power to order property owners to comply. Why shouldn't this responsibility instead be borne by MoDOT?
	<b>MoDOT RESPONSE</b> – MoDOT has no authority per policy or statute to order property owners to comply with requests for Rights of Entry. This is something the contractor should address early in regards to their public information strategy, as it may be needed for additional work such as R/W appraisal and Geotech investigation.
10/25/06	RFP, Section 9.6 - Does MoDOT currently meet this requirement?
	<b>MoDOT RESPONSE</b> – MoDOT is actively changing our internal procedures to meet these requirements.
10/25/06	RFP, Section 11.3 - Please provide definitions of Basic and Continuous lighting. Does project include lighting upgrades to meet numbered criteria in this section or only to match level of existing lighting? Can MoDOT provide existing lighting levels in RFP for those existing bridges?
	<b>MoDOT RESPONSE</b> – Basic and Continuous lighting figures are shown in MoDOT's PDM in Chapter 8-01. If lighting is present, the existing bridge lighting levels are in compliance with Book 2, Section 11.3. If changes are made that don't replace the lights with the same kind, calculations will be required to verify that the lighting still meets these requirements.
10/25/06	RFP, Section 11.3 - Paragraph concerning lighting under bridges is very broad and references "proposed lighting". Proposed by whom?
	<b>MoDOT RESPONSE</b> – "proposed lighting" is proposed by the contractor as required for situations described in section 11 during design/construction.
10/25/06	RFP, Sections 11.4 & 11.5 - Does this apply to any of the 800+ bridges? Will MoDOT provide a list of bridges containing this type of lighting in the RFP?
	<b>MoDOT RESPONSE</b> – At this time we do not have a list of Aviation and Navigation Lighting for these structures. It is possible that there aren't any, but any of these lights that are removed will have to be replaced.

10/25/06	RFP, Section 13.5 - Why is this section here? Suggest referencing back to Section 3. Similar section NOT contained in other Book 2 Sections.
	<b>MoDOT RESPONSE</b> – Agreed. We will delete this section in the next release of the RFP.
10/25/06	RFP, Section 14 - Will MoDOT provide a list of bridges to which this applies?
	<b>MoDOT RESPONSE</b> – The number of bridges this applies to will be very minimal. It is not available now, but this is something we can look into further.
10/25/06	RFP, Section 15.5 - What is the MoDOT standard practice of removing drift? If notified by contractor, will MoDOT immediately remove drift so it does not cause damage?
	<b>MoDOT RESPONSE</b> – Unless the threat of overtopping is imminent, MoDOT will wait for the water to recede and remove drift as required. MoDOT will not remove drift, if MoDOT determines that the drift was caused by a poor design of the Contractor's. In general, drift removal will follow MoDOT's normal procedures.
10/25/06	RFP, Section 17 - Can MoDOT define "Contract period" in Book 1? The description of initial (2007-2012) period is not always consistent and is not always called Contract Period in RFP.
	<b>MoDOT RESPONSE</b> – We will add a definition for Contract Period in Book 1 and correct any inconsistencies related to this item.
10/25/06	RFP, Section 17.3 - Wording in Section 17.3 (1 <sup>st</sup> Paragraph) seems to conflict with Section 15.5.
	<b>MoDOT RESPONSE</b> – Section 17.3 is correct. We will revise Section 15.5 to make this consistent.
10/25/06	RFP, Section 17.3 - Reference the 2 <sup>nd</sup> Paragraph. What is the intent for Contractor repair and maintenance of sidewalks? Please clarify what this means.
	<b>MoDOT RESPONSE</b> – When sidewalks are a part of the bridge they are typically not included in the structure ratings. The intent of this section is to include these items in the maintenance period.
10/25/06	RFP, Section 17.3 - Reference the 3 <sup>rd</sup> Paragraph. What if staged construction is used or existing bridge remains open during construction? Will MoDOT provide routine maintenance in those situations?
	<b>MoDOT RESPONSE</b> – No. The contractor accepts maintenance of the structure upon commencement of construction activities until structure acceptance.
10/25/06	RFP, Section 17.4 - The wording in Section 17.4 (1 <sup>st</sup> Paragraph) seems to conflict with Section 15.5.
	<b>MoDOT RESPONSE</b> – Section 17.3 is correct. We will revise Section 15.5 to make this consistent.
10/25/06	RFP, General - MoDOT has often said over the last 3 months that the Contractor could "change out" a bridge(s) due to environmental, ROW, or other items later discovered that could

	slow down bridge construction or add cost. We see no mention of this process in RFP. Will MoDOT quantify and describe how many of these "change outs" are allowed.
	<b>MoDOT RESPONSE</b> – This is stated in Book 1 of the RFP, Section 4.4. No prescribed number of these change-outs is specified, only that they may be undertaken when deemed necessary by MoDOT.
<b>10/25/06</b>	RFQ, Section 2.1 – For a project of this duration and magnitude, a stipend of \$1 - \$1.5 million is more indicative. Will the stipend be amended to better reflect the effort?
	<b>MoDOT RESPONSE</b> – The RFQ has been amended by RFQ Addendum #1, issued on Oct 6, 2006 to reflect a change from \$500,000 to \$1,000,000 for the stipend. The RFP will also be changed to reflect this in the next issuance.
<b>10/25/06</b>	RFP, Section 2.5.1 – Please clarify what work and staff from the design-builder MoDOT expects in the central office.
	<b>MoDOT RESPONSE</b> – We intend for contractor staff to provide program oversight and serve as a conduit for information exchange between the contract team and MoDOT oversight team. This would involve various key personnel based on the current activities of the contract.
<b>10/27/06</b>	Book 2, Section 7.1 – This section states "the contractor shall coordinate utility relocation according to ... any applicable agreements." Is this statement referring to agreements negotiated by the contractor for this project or does it refer to current agreements that are in place that have been negotiated between MoDOT and the Utility?
	<b>MoDOT RESPONSE</b> – "Applicable Agreements" applies to site-specific agreements negotiated on a previous project and Master Reimbursable Utility Agreements (MRUAs) that are not site specific. MRUA's are Utility specific and deal with utility relocations on private utility easements.
<b>10/27/06</b>	Book 2, Section 7.7 – This section states that "The contractor shall be responsible for all costs associated with Utility Work ..." Are the Utilities responsible for the costs of ROW, design and construction for their lines on MoDOT ROW? When does MoDOT reimburse Utilities for relocation costs? Why is such a large unknown cost risk being placed on the contractor, when such actual costs will not be known until several years after the contract has been signed? This risk will only drive up the risk contingency markup that MoDOT will pay for costs that may not actually be incurred by the Contractor. Two of the largest risk factors in this entire project are the unknown costs associated with Utility relocations and the costs and schedule impact due to Utility relocation delays. Since MoDOT desires to place these risks on the contractor, they will pay for this risk transfer. If MoDOT were to truly Partner the project (as they profess to do in Book 1) these risks would be eliminated from the proposal and the actual relocation and delay costs would be paid to the contractor thus saving MoDOT the risk markup charges that must be included in the current Proposal's price. On a project covering 800 potential locations (with several utilities at

	each location), the savings from this risk shifting could be substantial for MoDOT.
	<b>MoDOT RESPONSE</b> – As a general rule, Utility Companies are responsible for the cost of Utility relocation within MoDOT ROW. Under this contract the cost of utility relocation, if there is one, is the responsibility of the Contractor. This would occur if a Utility on a private utility easement had to be relocated.