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| 1 | DBC | Exhibit 14 | <p>Insurance Coverage Requirements – In general, insurance requirements and limits of coverage should reflect industry standards. Coverage and limits as specified will add unnecessary cost to the project. Specifically:</p> <ul style="list-style-type: none"> • Requirements for Builders Risk insurance should be removed. If not able to strike, policy value should be commensurate with the value of Bridges / Structures with the locations. • Reduce General Liability to \$25,000,000 • Reduce Pollution Liability to \$1,000,000 • Reduce Professional Liability to \$5,000,000 • As it relates to the above limits, our understanding of Exhibit 14 is that Subcontractors coverage and limits are only as identified in section 10. We are concerned that requiring the higher limits will prevent subcontractors from participating, especially DBE subcontractors. Likewise with design subconsultants, requiring even \$5,000,000 in professional liability will limit participation. | Will review and consider. |
| 2 | TP | Section 14.3.1 Railroad Agreement | Regarding the Joint Use Agreement with Union Pacific at Location 13, will the DB Contractor be allowed to perform construction in the absence of the Joint Use Agreement, provided the construction is contained within the existing TxDOT right-of-way? | Construction will be restricted until the Joint-Use Agreement is obtained in December 2014. |
| 3 | Design Drawings | | When will TxDOT provide the electronic microstation CADD drawings and reference files for all projects? | <p>Electronic files will only be provided for project Locations 3, 5, 9 & 13.</p> <p>Files are expected to be uploaded to the TxDOT SharePoint site as soon as available.</p> |

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| 4 | TP | Section 19.1.2.1/ Page 19-1 | Can TxDOT please provide the current maintenance (MNT) scoring for each Element for all the Project Locations? | <p>TxDOT will be responsible for maintaining each project Location to a MNT score of "2" prior to the setup of barricades. Upon setup of barricades at each project Location, the DB Contractor will be responsible for maintaining the roadway to a MNT score of 2 during construction.</p> <p>Upon contract execution and issuance of NTP, TxDOT and DB Contractor will evaluate each project Location to establish a condition baseline as outlined in Chapter 19 of the Technical Provisions.</p> |
| 5 | TP | Section 19.1.2.1/ Page 19-1 | Will TxDOT maintain the Elements of the Locations to a minimum maintenance (MNT) score of "Below Average (2)" until the DB Contractor begins work at a Location? If not will the DB Contractor be compensated for Work required to bring the Elements up to a MNT score of "Below Average (2)"? | Similar response to question #5. |

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| 6 | Project No. 28 | Sheet 11 and Sheet 14 | Please clarify if quantity for spot base repair will be paid by summary table or, as directed by Engineer. | <p>The location of spot base repair will be directed by Engineer for the quantities shown in the plans.</p> <p>Any spot repair quantities needed over what is shown on the plans will be considered a potential Change Order.</p> |

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| 7 | DBC | Section 2.3/Page 6 | <p>The DB Contractor cannot reasonably be expected to maintain firm pricing on the locations identified on Forms M-1.2 and M-1.3, especially given the continued decay of the roads due to heavy use.</p> <p>Proposer suggests the following alternate or change: ... For any expansions of the Project exercised by TxDOT pursuant to this Section 2.3 within <u>six months</u> one year following the Proposal Due Date with respect to any Locations identified on Exhibit I to the ITP that are not included on Exhibit 20 to this DBC as of the Effective Date, notwithstanding the terms of Section 13, the adjustment in the Price as a result of the exercise of TxDOT's option to expand the scope of the Project to include any such Location shall equal the lump-sum price identified by DB Contractor on Forms M-1.2 and M-1.3 submitted in response to the RFP with respect to such applicable Location(s). response to the RFP with respect to such applicable Location(s).</p> <p>For any expansions of the Project exercised by TxDOT pursuant to this Section 2.3 prior to or upon issuance of NTP2 (but in no event later than <u>six months</u> one year following the Proposal Due Date), with respect to any Locations identified on Exhibit I to the ITP that are not included on Exhibit 20 to this DBC as of the Effective Date, notwithstanding the terms of Section 13, the adjustment (if any) to the Completion Deadlines as a result of the exercise of TxDOT's option to expand the scope of the Project to include any such Location shall derived from the Preliminary Baseline Project Schedule submitted by DB Contractor in response to the RFP with respect to such applicable Location(s).</p> | Language will be revised to six months following Proposal Due Date. |

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| 8 | DBC | Section 3.1.1.2/ page 7 | <p>The DB Contractor should be able to rely on TxDOT's acting in good faith with regard to certain decisions, but this language omits that opportunity. Please take "good faith discretion" out of the list of decisions that are in TxDOT's sole discretion.</p> <p>Proposer suggests the following alternate or change: If the DBC Documents provide for approval, consent or acceptance from TxDOT in TxDOT's sole, absolute, <u>or</u> unfettered or good faith discretion, then (a) the expiration of any designated time period without a decision from TxDOT shall be deemed to be a rejection and (b) the decision of TxDOT shall not be subject to dispute resolution, form the basis of an adjustment to the Price or Completion Deadline(s) or form the basis of any other Claim hereunder.</p> | No change will be made to the language. |
| 9 | DBC | Section 3.1.2.2 | <p>This provision does not address the situation where some submittals are covered by clause (a) and some by clause (b).</p> <p>Please add the following sentence, which is from prior TxDOT design-build agreements: However, if at any time TxDOT is in receipt of some Submittals subject to clause (a) above and some Submittals subject to clause (b) above, then the higher number of Submittals shall be used to determine whether TxDOT may extend the applicable period.</p> | Language will be revised to provide clarification. |

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| 10 | DBC | Section 3.3, Page 8 | <p>Please clarify that that the Contractor's liability for performing Work that it knows, or should know, is not constructible is only the result of commencing affected Work prior to notifying TxDOT, not all Work.</p> <p>Proposer suggests the following alternate or change to the section: DB Contractor shall be responsible for all Errors, omissions, and other factors in the Final Design Documents which render the Project not constructible as designed, and of which DB Contractor was aware, or reasonably should have been aware, and failed to provide written notice to TxDOT prior to beginning the affected Work.</p> | Language will be revised to provide clarification. |

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| 11 | DBC | Section 4.4/Pages 11-12 | <p>Clause (b) conflicts with TxDOT's standard Project Utility Adjustment Agreement ("PUAA"). In this respect, the standard PUAA specifies that the conveyance is to be made by the Utility when the Adjustment is complete. Therefore, please delete clause (b).</p> <p>Proposer suggests the following alternate or change: Except to the extent expressly permitted in writing by TxDOT in its sole discretion, DB Contractor shall not commence construction of the Project or applicable portion thereof until TxDOT issues NTP2, and ... (b) Utility Adjustments included in the Construction Work have been identified, conveyed to and recorded in favor of TxDOT, TxDOT has obtained possession thereof through eminent domain, or all necessary parties have validly executed and delivered a possession and use agreement therefor on terms acceptable to TxDOT.</p> | Language will be revised to provide clarification. |

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| 12 | DBC | Section 5.4.2/ page 14 | <p>At all times before Final Acceptance, DB Contractor shall remove or uncover such portions of the finished Work as directed by TxDOT. Please add the usual and customary allocation of costs and schedule impacts arising from uncovering Work. In addition, this change is necessary in order to give effect to the provision in Section 13.3.1.2(d), which allows Contractor to a Price increase and specifically refers to this Section 5.4.3.</p> <p>Proposer requests the following addition to the end of the section: After examination by TxDOT and any other Persons designated by TxDOT, DB Contractor shall restore the Work to the standard required by the DBC. If the Work exposed or examined is not in conformance with the requirements of the DBC, then uncovering, removing and restoring the Work and recovery of any delay to any Critical Path occasioned thereby shall be at DB Contractor's cost and DB Contractor shall not be entitled to any adjustment to the Price or any Completion Deadline or any other relief. If Work exposed or examined under this Section 5.4.3 is in conformance with the requirements of the DBC, then any delay in any Critical Path from uncovering, removing and restoring Work shall be considered a TxDOT-Caused Delay, and DB Contractor shall be entitled to a Change Order for the cost of such efforts and recovery of any delay to any Critical Path occasioned thereby.</p> | Language will be revised. |

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| 13 | DBC | Section 6.2, Page 15 | <p>Proposer requests the following alternate or change to the section:</p> <p>TxDOT shall be responsible for the purchase price for all parcels within the Final Design ROW <u>as well as any drainage easements necessitated by the Final Design Documents.</u> TxDOT shall pay the purchase price of any real property outside the Final Design ROW that must be acquired due to a TxDOT-Directed Change, <u>an Error in the Final Design Documents,</u> or a Force Majeure Event, subject to TxDOT's reasonable determination that the property is necessary, as well as any other costs and expenses incurred by DB Contractor to acquire such real property, subject to the limitations in Section 13. Property outside of the Final Design ROW that is acquired for drainage easements hereunder shall be treated as DB Contractor Designated ROW.</p> | Language will be revised. |

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| 14 | DBC | Section 6.6.2, Page 22 | <p>Under CERCLA, liability attaches to any person who “arranges for disposal or treatment, or arranged with a transporter for transport for disposal or treatment, of hazardous substances . . .”</p> <p>The DB Contractor should not be strictly liable for actions that attach solely as a result of performing the Work. Therefore, please clarify that liability under 42 U.S.C. Section 9607(a)(3) does not apply to the DB Contractor.</p> <p>Proposer suggests the following alternate or change to the section:</p> <p>To the extent permitted by applicable Law, TxDOT shall indemnify, save, protect and defend DB Contractor from third party claims, causes of action and Losses arising out of or related to generator liability for Hazardous Material, <u>including CERCLA liability under 42 U.S.C. §9607(a)(3).</u>, for which DB Contractor is not considered the generator pursuant to this Section 6.6.2, specifically excluding generator liability for actual and threatened DB Contractor Releases of Hazardous Materials.</p> | Language will be revised. |

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| 15 | DBC | Section 6.7.2.1/ Page 23 | <p>TxDOT should be responsible for acquiring property outside the ROW if necessary due to design errors. In addition, if the plans provided by TxDOT include drainage easements, TxDOT should be responsible for acquiring ROW required for those easements.</p> <p>Proposer suggests the following alternate or change to the section: If it is necessary to obtain a New Environmental Approval for any reason (including any New Environmental Approval associated with the drainage easements or any DB Contractor-Designated ROW right of way outside of the Final Design ROW) other than a Force Majeure Event, or a TxDOT-Directed Change, <u>design errors, or drainage easements</u>, DB Contractor shall be fully responsible, at its sole cost and expense, for obtaining the New Environmental Approval and any other environmental clearances that may be necessary, and for all requirements resulting therefrom, as well as for any litigation arising in connection therewith. If the New Environmental Approval is associated with a VE, the costs of obtaining and complying with the terms of the New Environmental Approval shall be considered in determining the Price adjustment under Section 22.</p> | Language will be revised. |

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| 16 | DBC | Section 9.1.6./Page 33 | <p>There are a number of Additional Insured Endorsements, and not all of them align with Chapter 151. Please identify the particular form of endorsement required.</p> <p>Proposer requests the following alternate or change to the section:</p> <p>To the fullest extent of coverage allowed under Chapter 151 of the Texas Insurance Code, DB Contractor (if applicable) and TxDOT shall be included as additional insureds under the commercial general liability policy providing equivalent coverage, including products-completed operations <u>using ISO Additional Insured Endorsements CG 20 10 07 04 and CG 20 37 07 04.</u></p> | Will review and consider. |

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| 17 | DBC | Section 10.2/ Page 37 | <p>The obligations under this Section with respect to security should mirror the obligations under Section 10.3 and should commence upon start of construction at the Location.</p> <p>Proposer suggests the following alternate or change to the section: DB Contractor shall provide appropriate security for the <u>Locations Site</u>, and shall take all reasonable precautions and provide protection to prevent damage, injury, or loss to the Work and materials and equipment to be incorporated therein, as well as all other property at or on the <u>Locations Site</u>, whether owned by DB Contractor, TxDOT, or any other Person. <u>The obligations of DB Contractor under this Section shall begin upon the commencement of Construction Work for a Location. Upon Substantial Completion of the Location, TxDOT shall assume the obligations for each such Location, and DB Contractor shall be relieved from responsibility for security of such portions of the Project.</u></p> | Language will be revised. |

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| 18 | DBC | Section 10.3.2/ Page 37 | <p>DB Contractor should not have a repair or replace obligation prior to the time when assumes responsibility for a Location. Proposer suggests the following alternate or change to the section:</p> <p>DB Contractor, at its cost, shall also have sole responsibility during such periods for rebuilding, repairing and restoring all other property within the Project ROW <u>at each Location</u>, whether owned by DB Contractor, TxDOT or any other Person; <u>provided, however, that this maintenance obligation shall only begin upon the commencement of Construction Work for a Location and continue until Substantial Completion of the Location.</u></p> | Language will be revised. |

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| 19 | DBC | Section 11.1.1/ Page 38 | <p>As currently drafted, it is not clear that the DB Contractor is not responsible for defects in the Project or the failure of the Project to be fit for its intended use which result from Errors in the Final Design Document. In particular, clauses (b) and (c) could be construed to impose such liability on the DB Contractor. In this respect, the term "Project" includes both the design and construction of the improvements at each Location. Further, the limitation in clause (ii) is ambiguous because the term "Work" is defined to include only the DB Contractor's obligations, and the preparation of the Final Design Documents is not part of the DB Contractor's Work. Therefore, please clarify that the DB Contractor has no liability for design Errors reflected in the Final Design Documents, including not only Errors in the Final Design Documents but also any failure of the suitability, soundness or safety of the facilities or structures as designed by TxDOT's designers. Proposer suggests the following alternate or change to the section:</p> <p>With respect to Location numbers 3, 5, 9 and 13 (designated on Exhibit 20 as having a "General" warranty), DB Contractor warrants that: (a) all Work furnished pursuant to the DBC Documents shall conform to Good Industry Practice, (b) the Project shall be free of defects, (c) the Project shall be fit for use for the intended function, (d) materials and equipment furnished under the DBC Documents shall be of good quality and new and (e) the Work shall meet all of the requirements of the DBC Documents (collectively, the "General Warranty" or "General Warranties"); provided that the General Warranty shall not apply to (i) improvements and fixtures located on the Site existing prior to the Effective Date and remaining in place through Substantial Completion of the applicable Location, and (ii) any Work (including work in connection with the Final Design Documents) not performed by DB Contractor, a DB Contractor-Entity or a Subcontractor, <u>and (iii) any Errors in the Final Design Documents or any failure of the suitability, soundness, or safety of the facilities or structures as designed by TxDOT's designers.</u></p> | Language will be revised. |

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| 20 | DBC | Section 12.1.3.3 | <p>Proposer suggests the following alternate or change to the section: If NTP1 has not been issued on or before <u>180 days after the Proposal Due Date</u> 180 days after the Effective Date, the Parties may mutually agree to terms allowing an extension in time for issuance of NTP1 and adjustment of the Price.</p> | Language will be revised. |
| 21 | DBC | Section 12.1.5.1 | <p>Proposer suggests the following alternate or change to the section: If TxDOT does not issue NTP2 before the later of the 271st day after the Proposal Due Date or the 91st day following the issuance of NTP1, <u>and such delay in issuing NTP2 was not caused in whole or in part by the acts, omissions, negligence, intentional misconduct, or breach of applicable Law, contract or Governmental Approval of any DB Contractor-Related Entity solely due to a delay in issuance of the Environmental Approval for the Project</u>, the Price shall be subject to adjustment, as described in this Section 12.1.5.1</p> | No change will be made to the language. |

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| 22 | DBC | Section 12.3.3.1/Page 46 | <p>Insurance bonds are required prior to NTP2 (e.g., CGL, Worker's compensation insurance, auto, \$2,000,000 payment and performance bonds), and the DB Contractor will incur costs to deliver these items to TxDOT. Therefore, TxDOT should reimburse the DB Contractor for their expense prior to NTP2.</p> <p>Proposer suggests the following alternate or change to the section: The portion of the Price allocable to bond and insurance premiums, as set forth in the Proposal, shall be payable to reimburse DB Contractor for bond and insurance premiums actually paid, without markup, not to exceed the line item for such premiums in the Proposal, as part of the first Draw Request following <u>NTP1 NTP2</u>.</p> | No change will be made to the language. |
| 23 | DBC | Section 7.3.4/ Page 25 | <p>TxDOT's previous design-build agreements provided some protection for Subcontractors if their contract is assigned to TxDOT. Please re-insert these protections.</p> <p>Proposer suggests the following alternate or change to the section: (e) expressly state that any acceptance of assignment of the Subcontract to TxDOT or its successor, assign or designee shall not operate to make the assignee responsible or liable for any breach of the Subcontract by DB Contractor or for any amounts due and owing under the Subcontract for work or services rendered prior to assumption <u>(but without restriction on the Subcontractor's rights to suspend work or demobilize due to DB Contractor's breach)</u>;</p> | Language will be revised. |

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| 24 | DBC | Section 11.3.1.2/ Page 40 | <p>This proviso should apply to all of Section 11.3.1 instead of just Section 11.3.1.2. For instance, some suppliers of mass-marketed products will not agree to the longer warranties specified by TxDOT.</p> <p>Move this proviso to a new Section 11.3.1.4, which will read as follows: <u>11.3.1.4 The foregoing requirement of this Section 11.3.1 shall not apply to standard, pre-specified manufacturer warranties of mass-marketed materials, products (including software products), equipment or supplies where the warranty requirements specified herein cannot be obtained using commercially reasonable efforts.</u></p> | Language will be revised. |
| 25 | DBC | Section 7.4.4/ page 26 | Is the amount identified in the column "Total Liquidated Amount" a cap on liquidated damages or liquidated damages assessed in addition to the per day liquidated damage amounts? | Total LD amount is a cap calculated from the daily LD amount. |
| 26 | ITP | Volume 1, Section 1.6, Page 10 | Due to the aggressive procurement schedule, will TxDOT allow proposers to submit the Pricing Information (Part B) of the Financial Proposal two weeks after the Technical Proposal and Financial Capacity Information (Part A) of the Financial Proposal are submitted? | Agreed, language will be revised. |
| 27 | ITP | Volume 1, Sections 5.3.2.1 & 5.3.2.3, Pages 32 and 34 | What is the distinction between the Quality Plan required in the Project Management Plan (as required in ITP Section 5.3.2.14th bullet) versus the Quality Management Plan (as required in ITP Section 5.3.2.3)? Recommend that the bullet referencing quality in ITP Section 5.3.2.1 be removed, and all quality write-ups be submitted under Section 5.3.2.3. | Section 5.3.2.1 does not require a separate QMP's. |

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| 28 | ITP | Volume 1, Section 5.3.1, Page 31 & Exhibit B, Section 4.0, Page 7-8 & Exhibit E, Pages 1-3 | The RFP requires a schedule narrative; however, the Summary of Proposal Contents does not define where it should be placed. Please correct. | Clarification language will be added to the ITP to direct the proposer. |
| 29 | ITP | Volume 1, Section 5.3.4, Page 34 and Exhibit B, Pages 1-3 | The Preliminary Project Baseline Schedule is scored as 40 points, however, it is required to be placed in the appendices which are not scored. | All required appendices for scoring will be scored. |
| 30 | DBC | 13.3.1.1 and 13.7.1.1 (13.3.1.1 and 13.7.4.2 | DBC Section 13.3.1.1 states that time extensions for Differing Site Conditions will be granted, but DBC Section 13.7.1.1 states that no time extension for Differing Site Conditions will be granted. We recommend removing restrictions on time extensions in DBC Section 13.7.1.1 (Same for Hazardous Materials-DBC Section 13.3.1.1 states that time extensions for Hazardous Materials will be granted, but DBC Section 13.7.4.2 states that no time extension for Hazardous Materials will be granted. Please remove time restrictions from DBC Section 13.7.4.2) | Language will be revised to provide clarification. |

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| 31 | TPs | Various | <p>Will the DB Contractor be required to submit the following reports if there is no change to TxDOT's Final Design Plans?</p> <ul style="list-style-type: none"> -Geotechnical Report -Survey Report -Drainage Report <p>Recommend that Technical Provisions Section 1.1 contain the following statement: "References to pre-design efforts such as reports, calculations, studies, etc. contained in these Technical Provisions shall apply only in instances where the DB Contractor has an approved ATC or otherwise modifies the Final Design Plans which requires the report, calculation, study, etc. to be signed and sealed by the DB Contractor's Design Manager. In the instance of a revised culvert or drainage structure, the report, calculation or study requirement will be limited to those culverts or drainage structures affected."</p> | <p>No. DB Contractor shall construct the Project in accordance with the Final Design Documents. If DB Contractor submits a design change ATC they must comply to the requirements set forth in the Technical Provisions, which will require the DB Contractor to submit all associated and required reports to support their design.</p> <p>Addendum will further clarify this in section 1.3.1</p> |
| 32 | TPs | 18.3.1 | <p>The TPs Section 18.3.1 states that a minimum number of lanes shall be the number of lanes currently available. Will this requirement supersede the Final Design Plans that show one-lane, two-way traffic? Will a detour of the same number of lanes fulfill this requirement? Recommend adding the following pretext to the TPs Section 18.3.1; "Unless otherwise shown in the Final Design Plans ... "</p> | <p>Change will be reflected in addendum</p> |

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| 33 | DBC | 3.3 and 18.1.1 | The DBC Section 3.3 states that TxDOT will warrant the Final Design Plans. However, the DBC Section 18.1.1 states that the DB Contractor shall indemnify TxDOT from any errors, inconsistencies or other defects in the design -of the project. Recommend adding the following statement to DBC Section 18.1.1(m); "WITH THE EXCEPTION OF TXDOT PROVIDED FINAL DESIGN PLANS, ERRORS, INCONSISTENCIES OR OTHER DEFECTS IN THE DESIGN OR CONSTRUCTION OF THE PROJECT AND/OR OF UTILITY ADJUSTMENTS INCLUDED IN THE WORK. | Language will be revised to provide clarification. |
| 34 | TPs | 2.8 | The TPs Section 2.8 first paragraph references projects. Recommend changing this reference to Locations. | Language will be revised to provide clarification. |
| 35 | ITP | 5.3 Evaluation of Project Development Plan by DPES | Definition of Value Added Concepts Exhibit B, section 4.1 (b) does not exist. Exhibit B Section 4.0 (b) refers to preliminary project baseline schedule. | Language will be clarified. |
| 36 | DBC | 6.5.1.2 Unidentified Utilities | Need an explanation on \$25,000 deductible limit. Per provider or specific location? | The intent is that the \$25,000 deductible applies per facility. |

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| 37 | DBC | 13.6.3 Equipment | TxDOT needs to reconsider 13.6.3.1 (a), consider instead utilizing the "Operating" rate given in the Rental Rate Blue Book as has been provided in the 2004 Standard Specifications. | All use of the "Operating" rate given in the Rental Rate Blue Book. Will clarify via an addendum. |
| 38 | TP | 8.3.3 Other Requirements | The second paragraph defining Type <u>E</u> Material as crushed limestone appears to be a Typo. Suggest this should be Type <u>A</u> . Plans for Location 31 reference Type E and Type D. | The use of Type E is correct and preferred by TxDOT. For Location 31, the use of Type E is for new proposed material while the use of Type D is for "reworked" material. |
| 39 | TP | TP Section 18.3.1 Laredo District | The following locations will require Law Enforcement during all construction phases. <ul style="list-style-type: none"> • This is not commonly done on Super 2 or 3-R projects in the Laredo District. Same provision is not used on any of the other 3 Districts. • Need to remove this provision. | Language will be revised. |
| 40 | TP | TP Section 2.1.1.2 | Schedules. Hard copy or XER file on disc? Cost / resource loaded? | For the preliminary submittal, both a hard copy and an XER file are required. The XER file does not need to be cost and resource loaded. For the final submittal, both a hard copy and an XER file are required. The XER file must be cost and resource loaded for the final submittal. |