

# Q&A Matrix

I-35 NEX South Project  
RFQ Q&A Matrix No. 1  
May 12, 2022

TxDOT Question Number	Document	Reference	Sub Reference	Question	TxDOT Response
1	RFQ	Forms	Form G-2, Key Personnel Resume and References	The Form G-2 provided with the RFQ does not reflect all the Key Personnel positions in the "Position" box. We request TxDOT to please issue the corrected Form at the earliest.	Please refer to RFQ Addendum #1. Form G-2 has been corrected.
2	RFQ	Forms		Will TxDOT provide a specific form to be used for submitting question on the RFQ issued for I-35 NEX South?	As set forth in Section 3.4 of the RFQ, all questions should be submitted in writing via email to TxDOT's Authorized Representative. TxDOT has provided a comment form for Proposers to use at their option with Addendum #1 to the RFQ.
3	RFQ	DBA Term Sheet	Delay	<u>Delay:</u> For TxDOT's right to terminate the DB Contractor if Substantial Completion is delayed beyond 365 days after the deadline, please considering adding clarifying language to this section that TxDOT would have the right to terminate provided the delay is due to DB Contractor, its subcontractors, or those for which it is responsible.	This comment relates to the DBC Term Sheet, which provides a very brief summary of more detailed provisions that will be included in the DBA General Conditions and Design-Build Agreement (collectively, the DBC) for the Project. The DBC that will be developed for the Project will be based on the programmatic DBC templates that can be found at: <a href="https://www.txdot.gov/inside-txdot/division/debt/strategic-projects.html">https://www.txdot.gov/inside-txdot/division/debt/strategic-projects.html</a> . As set forth in the programmatic DBC, the DB Contractor may be entitled to an extension of a Completion Deadline (including the Substantial Completion Deadline) for delays to the Critical Path caused by circumstances beyond the control of the DB Contractor-Related Entities.
4	RFQ	DBA Term Sheet	Control of the Work	<u>Control of the Work:</u> Though the DB Contractor understands it is primarily responsible for safety on the project, its subcontractors are also responsible for ensuring safety for their work, please consider revising the work "solely" to "primarily" within this section.	This comment relates to the DBC Term Sheet, which provides a very brief summary of more detailed provisions that will be included in the DBC for the Project. The DBC that will be developed for the Project will be based on the programmatic DBC templates that can be found at: <a href="https://www.txdot.gov/inside-txdot/division/debt/strategic-projects.html">https://www.txdot.gov/inside-txdot/division/debt/strategic-projects.html</a> . As set forth in Section 5.1 of the programmatic DBA General Conditions, the DB Contractor is solely responsible for and has control over the construction means, methods, techniques, sequences, procedures and Site and Project safety, and is solely responsible for coordinating all portions of the Work under the Contract Documents.
5	RFQ	DBA Term Sheet	Warranties	<u>Warranties:</u> In the event warranty work needs to be performed, it is unclear how long a warranty will extend beyond the original Warranty Term for such work. Please consider limiting the extension of the Warranty Term to the time period that is required to correct the warranty item or work.	This comment relates to the DBC Term Sheet, which provides a very brief summary of more detailed provisions that will be included in the DBC for the Project. The DBC that will be developed for the Project will be based on the programmatic DBC templates that can be found at: <a href="https://www.txdot.gov/inside-txdot/division/debt/strategic-projects.html">https://www.txdot.gov/inside-txdot/division/debt/strategic-projects.html</a> . The programmatic provisions relating to the DB Contractor's warranty obligations are set forth in Section 3.8 of the programmatic DBA General Conditions.
6	RFQ	DBA Term Sheet	Cure of DB Contractor Defaults	<u>Cure of DB Contractor Defaults:</u> The DB Contractor will be provided an opportunity to cure certain defects. Please consider ensuring the DBC language provides an opportunity for the DB Contractor to cure any and all events of default.	This comment relates to the DBC Term Sheet, which provides a very brief summary of more detailed provisions that will be included in the DBC for the Project. The DBC that will be developed for the Project will be based on the programmatic DBC templates that can be found at: <a href="https://www.txdot.gov/inside-txdot/division/debt/strategic-projects.html">https://www.txdot.gov/inside-txdot/division/debt/strategic-projects.html</a> . The programmatic provisions relating to the DB Contractor's opportunity to cure DB Contractor Defaults are set forth in Section 8.8.1.2 of the programmatic DBA General Conditions.
7	RFQ	DBA Term Sheet	Liquidated Damages	<u>Liquidated Damages:</u> Please consider including language to the Liquidated Damages section that any LDs are the Owner's sole and exclusive damage for delay.	This comment relates to the DBC Term Sheet, which provides a very brief summary of more detailed provisions that will be included in the DBC for the Project. The DBC that will be developed for the Project will be based on the programmatic DBC templates that can be found at: <a href="https://www.txdot.gov/inside-txdot/division/debt/strategic-projects.html">https://www.txdot.gov/inside-txdot/division/debt/strategic-projects.html</a> . The programmatic provisions relating to Liquidated Damages for Delay are set forth in Section 8.7.1.1 of the programmatic DBA General Conditions and Section 7.2 of the programmatic DBA.
8	RFQ	DBA Term Sheet	Non-Compliance Points	<u>Noncompliance Points:</u> Please consider including language in this section that clarifies the impact any cure period has on the assessment of the points referenced in this section and further consider that any default cured within the applicable timeframe is not subject to the issuance of noncompliance points.	This comment relates to the DBC Term Sheet, which provides a very brief summary of more detailed provisions that will be included in the DBC for the Project. The DBC that will be developed for the Project will be based on the programmatic DBC templates that can be found at: <a href="https://www.txdot.gov/inside-txdot/division/debt/strategic-projects.html">https://www.txdot.gov/inside-txdot/division/debt/strategic-projects.html</a> . The programmatic provisions relating to the cure periods for Noncompliance Events can be found in Exhibit 16 to the programmatic DBA.

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9	RFQ	DBA Term Sheet	Non-Compliance Points	We request the Noncompliance Events be removed from the contract. Current event language will drive up cost and could have adverse effects of being overly punitive.	No change will be made. TxDOT believes that the Noncompliance Points regime is appropriate for this Project. Note, however, that there may be revisions to the programmatic Noncompliance Events in programmatic Version 5.0 of the DBC, which is expected to be released in the next few months. Any such changes may be included in the DBC for this Project.
10	RFQ	CMA Term Sheet	Default	Please consider removing the Default section because the process is ambiguous and subject to the definition of a 3rd Party CEI firm.	This comment relates to the CMC Term Sheet, which provides a very brief summary of more detailed provisions that will be included in the CMA General Conditions and CMA (collectively, the CMC) for the Project. The CMC that will be developed for the Project will be based on the programmatic CMC templates that can be found at: <a href="https://www.txdot.gov/inside-txdot/division/debt/strategic-projects.html">https://www.txdot.gov/inside-txdot/division/debt/strategic-projects.html</a> . The programmatic provisions relating to DB Contractor defaults under the CMC are set forth in the programmatic CMC.