Marshall Modernization Progressive Design Build

RFP Q&A Matrix

Date	Document, Section, Page	Question	Final MDOT Response
12/11/2023	PDBC 1.7	Omission of Details; Clarification by MDOT: This section states: “Design-Builder shall immediately upon discovery notify MDOT and will have limited availability to make claims if MDOT is not notified within 3 working days of discovery of all Errors which it may discover in the Contract Documents, and shall obtain specific instructions in writing regarding any such Error before proceeding with the Work affected thereby.” When is the start of the 3 working day period?	See changes to the RFP in Addendum 4.
12/11/2023	RFP 2.1	Per RFP Section 2.1 Preconstruction Services, MDOT and the Design-Builder will negotiate the Preconstruction Services Contract Modification to move past the Validation Phase. Can MDOT clarify how this process will go?	Development of the Preconstruction Services Contract Modification will occur during the validation phase, with potential for overlap. The details of this process will be discussed further with the selected DBT.
12/11/2023	PDBC 8.3.4C, 13.2.4	With Addenda 2 MDOT inserted language into the PDB Agreement Section 13.2.4, "MDOT intends to withhold 5% of the Work Package GMP until receipt of the as-built plans are received. Additional details regarding this withholding will be included in the Work Package Contract Modification authorizing completion of the as-built plans." Per PDB Agreement Section 8.3.4.C, "Each Construction Services Subcontract of any tier shall prohibit retainage." Please clarify if it is MDOT's intent to withhold retainage on payments to the Design-Builder while not allowing the Design-Builder to similarly withhold this retainage from it's subcontractors.	MDOT recognizes this consideration and reserves the right to make adjustments to the Contract between award and execution. Any changes will conform to MDOT's typical approach to withholding money to ensure receipt of as-builts.
12/11/2023	PDBC 11.1	Progressive Design-Build Contract Section 11.1 requires the Design-Builder to comply with 20TM102(A025) MDOT Special Provision for Insurance. Please provide this 20TM102(A025) MDOT Special Provision for Insurance for review.	See Section 11 for all insurance requirements. The Special Provision will be included in the Notice to Bidders.
12/11/2023	PDBC 4.2	At the interview, 40 minutes is allocated to Q&A from MDOT. When will MDOT provide the questions to the proposers?	MDOT will not provide questions ahead of time. All Proposers will be asked the same questions.

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12/11/2023	RFP 3.1.3	Please provide a list of firms precluded from participating on any Design-Builder team that have worked on this project previously.	WSP, Garver, and any other firm that has requested and received a conflict of interest determination from MDOT. This has been clarified in Addendum 4.
12/11/2023	PDBC 13.1	Is it MDOT's intention for the Design-Builder and the Design-Builder's design consultants be using different compensation methods? If so, how will this be implemented during Preconstruction Phase?	Payment and compensation is described in Section 13. Additional discussion regarding compensation will occur with the selected DBT.
12/11/2023	PDBC 13.1C	Please confirm subconsultant markups will be approved as part of the Preconstruction Services Work.	MDOT understands that Design-Builder incurs costs for management of subconsultants. The SOV for future Preconstruction Services Work will contemplate payment for administrative costs in some form.
12/11/2023	PDBC 13.1C	Would MDOT consider a negotiated Lump Sum payment schedule for the specific Work Packages during Preconstruction Services?	MDOT will pay as described in PDB Contract Section 13.
11/30/2023	PDBC 11	Please clarify precise insurance requirements, including for Professional Liability. We believe there may be a typo in the name of the Special Provision.	See Section 11 for all insurance requirements. The Special Provision will be included in the Notice to Bidders.
11/30/2023	RFP 4.6	Please provide Validation Phase Schedule of Values as soon as possible, to allow Proposers to comment on the details offered prior to the Question period closing on 12/8/23.	Validation Phase SOV provided by Addendum on 12/5/2023
11/30/2023	PDBC 1.3	For Preconstruction Work, suggest that the Preconstruction Services Contract Modification should be listed first in the order of precedence instead of second as currently shown.	No change will be made. It is MDOT's intent that the PDB Contract have a higher order of precedence than the Preconstruction Services Contract Modifications.
11/30/2023	PDBC 1.3	The last sentence in this section "In the event of conflicting requirements involving any requirement established by reference contained in the Contract Documents, MDOT shall have the right to determine, in its sole discretion, which requirement applies" essentially undoes the earlier Order of Precedence as defined. Consider deleting this sentence.	No change will be made.
11/30/2023	PDBC 1.7	Suggest revising Working Days to Five (5) days	No changes will be made.

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11/30/2023	PDBC 7.2.1	Given the update in Addendum 2 stating the GEC will perform all wetland design, suggest revising the responsibility for performance of all mitigation measures from solely the Design Builder to a shared responsibility between MDOT and Design-Builder	No change will be made. To the extent GEC design creates risk to the Project, the risk can be managed through the Risk Register.
11/30/2023	PDBC 9	Per Section 9.1 introductory paragraph, does MDOT intend to provide a definition on what a Utility Agreement is? One is not provided in the list of defined terms in Exhibit A of the PDBC, nor does the contract state who is responsible for developing these agreements.	Utility Agreements are now defined in Exhibit A (via Addendum 4). MDOT will develop all Utility Agreements in coordination with the Design-Builder unless the responsibility to develop Utility Agreements is allocated to the Design-Builder in a Preconstruction Services Contract Modification.
11/30/2023	PDBC 9.3.4	Can the Contractor seek relief for additional design or Relocations arising from Utility-Related Risk Register Events? The Contractor should have recourse for all impacts arising from Utility-Related Risk Register Events (*e.g.* , unknown utilities).	All Risk Register Events are subject to agreement between MDOT and the Design-Builder. There is no prohibition on including costs for additional design or Relocations as part of a Utility-related Risk Register Event.
11/30/2023	PDBC 14.1.1	Please clarify that Relief Events may result in additional compensation and/or additional time. Suggest the following revision: "for which the Design-Builder shall be entitled to seek adjustments to the Baseline Work Package Schedule ***and/or*** the applicable Work Package GMP pursuant to this Section 14 and Section 15"	See changes to the RFP in Addendum 4.
11/30/2023	PDBC 14.1.1	Please clarify that the Relief Events section will also apply to the Preconstruction Phase.	Section 14 (Relief Events) only applies to Construction Services. In the event additional work is required during Preconstruction Services, the Preconstruction Services Scope will be modified through a Preconstruction Services Contract Modification. The Preconstruction Services Fee will also be adjusted accordingly, depending on the method used as described in Section 13.1
11/30/2023	PDBC 15.2.2	Please clarify that the Contractor can proceed with disputed or changed work without waiving its rights upon providing notice to MDOT. It is not practical to require the Contractor to wait until MDOT issues a Contract Modification before proceeding with extra or disputed work.	See changes to the RFP in Addendum 4.
11/30/2023	PDBC 11.1	Please correct the reference to the Special Provision for Insurance to 20TM107(A145). Further, can MDOT provide details on what insurance types and minimums are going to be required by the Design Build team, as this initial list appears to be incomplete.	See Section 11 for all insurance requirements. The Special Provision will be included in the Notice to Bidders.
11/30/2023	PDBC 13.1	In addition to providing the Validation Phase Schedule of Values, can MDOT provide the expected duration of the Validation Phase?	The Schedule of Values contemplates a 5 month period of performance.

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11/30/2023	PDBC 4.2.1, 21.1.2	Contractor cannot assume the risk for errors/omissions in the RIDs. Please amend this provision to reflect that reliance on the RIDs is appropriate in all circumstances.	No change will be made. The PDB Contract provides an opportunity to approve reliance on RID. Design-Builder can seek approval during the Preconstruction Services Phase.
11/30/2023	PDBC 2.4.3	Please clarify how projected schedule and cost impacts from Risk Register Events are to be incorporated into the Risk Register.	Each Risk Register Event will have a unique ID. Additional detail related to triggers, required mitigation, cost and schedule impacts, payment mechanisms, and other necessary requirements will be developed as part of the Risk Register Event and incorporated into the Work Package Amendment by reference. The Risk Register and the additional referenced documentation will be part of the Risk Register.
11/30/2023	PDBC 21.1.2	Design-Builder can provide indemnity for negligent errors.	MDOT is currently reviewing indemnification lanaguge with the Attorney Generals' Office and will discuss any potential changes with the selected Design-Builder.
11/30/2023	PDBC 21.1.2	Revise "arising out or relating to or resulting from" and replace with "to the extent caused by"	MDOT is currently reviewing indemnification lanaguge with the Attorney Generals' Office and will discuss any potential changes with the selected Design-Builder.
11/30/2023	PDBC 21.1.2	This section needs to align with MDOT's state anti-indemnity statute and tied to the Design-Builder's degree of fault (Mich. Comp. Laws § 691.991). As phrased, this provision is void under Michigan law.	MDOT is currently reviewing indemnification lanaguge with the Attorney Generals' Office and will discuss any potential changes with the selected Design-Builder.
11/30/2023	PDBC Exhibit A	The definition of Error needs to be tied to the Standard of Care.	MDOT is currently reviewing indemnification lanaguge with the Attorney Generals' Office and will discuss any potential changes with the selected Design-Builder.
12/8/2023	General	Is MDOT requiring the Contract to procure a project-specific professional liability (PSPL) policy? If so, what are the specific limits and coverage requirements for that PSPL policy?	No. See Section 11 for insurance requirements.
12/8/2023	General	If MDOT is not requiring the Contractor to procure a PSPL policy, will MDOT reimburse the Contract for the costs of a PSPL policy that the Contractor procures?	No.

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12/5/2023	ITP 3.2.2.1 and PDBC 3.1.1, 11.1, Exhibit A, and Exhibit D	The ITP requires a resume for the Design Quality Control Manager (DQCM) and states this person will be responsible for design quality control and must be independent of design production. The PDB Contract requires the Design-Builder to designate a Design Quality Assurance Manager (DQAM) but also defines the DQCM as being responsible for Quality Assurance services. Please confirm which position, DQCM or DQAM, must be submitted with the Proposal and that the DQAM is responsible for Quality Assurance instead of the DQCM.	The Design Quality Control Manager (DQCM) should be included in the ITP. See changes to the RFP to reflect that the DQCM is responsible for Quality Control while the DQAM is responsible for Quality Assurance.
12/5/2023	ITP 5.2G	Will MDOT consider charts, tables, and callout boxes as graphics and allow 10-point font for these items?	Yes, the items listed would be considered as graphics. Smaller font is allowed for use within a graphic. Proposers should consider the readability of the material provided.
12/5/2023	IT 5.2F	Are the pages of the Administrative Information section - which have no limit - to be included in the format of "Page 1 of _" or should Page 1 start with the response to Section 3.2, with the total corresponding to the page limitation provided in ITP 5.2B?	Page numbers should start with the response in Section 3.2, with total corresponding to the limit provided in ITP 5.2B.
12/5/2023	ITP 5.2	Will MDOT allow divider pages to improve organization of the proposal? We suggest the following language: "Section dividers are allowed for organizing the Proposal and are not included in the page limits. Sections dividers must only be used to convey the heading of the section and must not be used to supplement or enhance any information included in the Proposal (photos, but not photo renderings, on the dividers are acceptable)."	Section dividers are allowed for organizing the Proposal and are not included in the page limits. Sections dividers must only be used to convey the heading of the section and must not be used to supplement or enhance any information included in the Proposal (photos, but not photo renderings, on the dividers are acceptable).
12/5/2023	ITP 3.3.3-6 &7	Please clarify if the phrase "specifically addressing the Proposer's understanding of potential risks associated with the Project and mitigation efforts that will be needed to remove or reduce the risk to meet the Project goals" is correctly included in bullet No. 7 concerning quality management or if it was intended to be part of bullet No. 6 concerning risk management.	See changes to the RFP in Addendum 4.