

PRE-BID QA CSJ: 0508-01-345

	0508-01-345	
	TxDOT FTP Site	<a href="http://ftp.dot.state.tx.us/pub/txdot-info/Pre-Letting%20Responses/">http://ftp.dot.state.tx.us/pub/txdot-info/Pre-Letting%20Responses/</a>
Date Received	Questions	Answers
9/17/2020	On the above reference project you have called out for a MASH compliant crash cushion, but only included 1 standard sheet for a MASH unit. We request that the Quad Elite be added as an equal alternative.	<b>Bid as per plans</b>
9/17/2020	The 42 inch drill shaft quantity does not match the proposal quantity, will this be corrected in a clarification or addendum, or am I misinterpreting the plan quantity vs the proposal quantity?	<b>Bid as per E&amp;Q sheet</b>
9/17/2020	The notes on the CTB's have conflicting directions, when removed it says return to DOT stockpile, and the next paragraph says they become property of the contractor. Please clarify this specification when possible.	<b>The CTB is to become property of the contractor, bid as per specification.</b>
9/23/2020	Elevation sheet 273 details the drilled shaft as requiring a 48" dia. drill shaft, and the table on the same sheet lists this drill shaft with a 54" dia. drill shaft. It is assumed that the 48" dia. drill shaft is correct. Is our assumption correct?	<b>Bid as per plans</b>
9/23/2020	Regarding item 416-6023 (SIGN MTS)(54 IN): The bid item quantity sheet lists a total of 60 lf for this item, the summary of signing sheet #38 lists one drill shaft for this item at a 30 lf depth, and elevation sheet 272 details this drill shaft at 19 lf depth. What is the correct depth? Is this going to be corrected on an addendum?	<b>Bid as per plans</b>
9/23/2020	Regarding item 416-6006, DRILL SHAFT (SIGN MTS)(48 IN): The bid item quantity and summary sheet #38 list a total of 60 LF for this item. The elevation details show one drill shaft at 24 lf, and one drill shaft at a 16 lf depth, not 30 lf per each as per the summary sheet. Which of these are correct? Is this going to be corrected on an addendum?	<b>Bid as per plans</b>
9/23/2020	Sign #4 of sheet 4 as shown on the sign summary on page 40 is listed as a type O sign. This sign isn't shown on the plans as an overhead mounted sign, but it is an exit gore sign which is to be installed on ground mounted posts. Would you please advise on the post and foundation requirements (foundation reqmnt. only if this is installed on LRSS) and note if this sign will be added to the TY G quantities?	<b>Bid as per plans</b>
9/23/2020	Regarding the Aluminum Sign TY O item, the Exit Panels were omitted on the sign quantity. There are (3) 102x30 panels required which totals 63.75 sf of TY O signs that are missing on the bid item quantity. Would you please advise if this will be added to the project?	<b>Bid as per plans</b>
9/23/2020	We have always bid 36" SSCB JJ Hook for District 12 work. The general notes call out JJ hook connections but show a 42" SSCB as the barrier type.	<b>Use 42" SSCB</b>
9/25/2020	Can you clarify the limits of the widening on IH 10 – the typical sections on sheet 126 show it to be a 12' widening, but the cross-sections and the quantity reflect a wider section.	<b>Bid as per plans</b>
9/25/2020	Is the gas line along the sound wall location scheduled to be relocated and where is it going to be relocated to?	<b>The gas line is scheduled to be relocated. It's proposed location will be 10' inside the existing ROW.</b>
9/25/2020	The quantity for the 14" HES seems to be overstated.	<b>Bid as per plans</b>
9/25/2020	There are no cross-sections for the WBFR or Spur 330 in the pdf for cross sections on the ftp site.	<b>Cross sections for Spur 330 are titled NBFR.</b>
9/25/2020	On your contract time determination it shows 23 working days per month – typically in the Houston Area it is 15 working days per month.	<b>This is a 6-day work week. Bid as per plans.</b>

9/30/2020	Will the power poles be relocated?	<b>See General Notes Sheet 028B. The power lines will not be relocated or temporarily removed for installation of the sound wall panels and drill shafts. The contractor will be required to use special equipment as necessary to work around the temporarily deenergized power lines.</b>
9/30/2020	Under Houston District Master General Notes, General CTMS Relocation, please provide the information and explain any known instance of any utility or obstructions within the right of way and provide the associated information on removals, relocations or adjustments, or indicate the willingness to work on these issued after award equitably. For instance, if the utilities are discovered contrary to or not cleared per Special Provision 000, what are the Contractor's remedies?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Please confirm that Contractor shall only be liable for locating the utilities per the Texas rules and regulations, and failure to properly and timely mark its own utility lines by the utility owner and its third party locating agent shall relieve Contractor of responsibility for locating such utility lines.	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Under Houston District Master General Notes, Item 8 Prosecution and Progress, please, confirm that the undisclosed subsurface conditions that the Contractor would not have been able to identify shall be treated as differing site conditions under this Contract and not an erroneous assumption made under the schedule.	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Under Houston District Master General Notes, Item 8 Prosecution and Progress, a Lane Assessment Fee is charged at \$1500 per day and a Liquidated Damage road user cost is assessed at \$1,186.33 per day. Is the fee and the liquidated damages for the same lane closure or obstruction?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Under Special Provisions to Item 00, does the potential exist for the Contractor to be assessed Liquidated Damages under this section and also Liquidated Damages for road user cost for the same delay?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Under Special Provisions to Item 000, at what stage of project completion do the Liquidated Damages apply?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Is Force Majeure defined in the Contract?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	What is the warranty period for the Work?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Is COVID-19 and the responses to it, considered a Force Majeure Event?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Can the Owner be held in default for non-payment of undisputed amounts?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Under Item 4 Article 4, Changes in the Work, can a change order be issued for work under a force account before the work is completed?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Under Item 4 Article 4, Changes in the Work, what is the notice or time requirement for the Contractor to give notice for the need of a Change Order?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Under Item 4 Article 4, Changes in the Work, does a change order waive all claims relating to the changed work?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Under Item 5, Article 1, will the Engineer provide written detailed notice to the Contractor prior to a suspension?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Under Item 5 Article 2, will the Owner require the Contractor to retain a licensed engineer to seal drawings for this Project?	<b>Refer to plans, specifications and proposal.</b>

9/30/2020	Will prior written notice be provided to Contractor before the Owner undertakes remedial measures in Item 5 Article 3.2?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Item 7 Article 5. Please confirm that Contractor's indemnity does not extend to intellectual property selected or specified by the Owner or Engineer?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Under Item 7, Article 15, whose responsibility is it to conduct a pre-construction survey of adjacent structures?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Item 7, No. 16 Please confirm that the restriction in the last paragraph does not apply to actions in gross negligence or intentional torts.	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Under Item 7, Article 18, is the Contractor responsible after a roadway opens for ordinary wear & tear?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Under Item 8 Article 7.1 how is "fails to conduct the work in an acceptable manner" different from the other categories listed in this Article?	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Item 7, No. 16 Please confirm that the restriction in the last paragraph does not apply to actions in gross negligence or intentional torts.	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Please disclose any known restrictions on Access to the Work, or confirm affirmatively or by the absence of any such disclosure that the Owner is not aware of any issues affecting Access to the Project Site or the Work, recognizing that Owner duty to provide access.	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Please confirm that any new laws, codes, or regulations or modifications of existing laws, codes, or regulations which take effect after the signing date of this Contract which impose additional cost or time shall be a basis for adjustment of the Contract Price and Contract Time, as appropriate.	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	Please confirm that the indemnification obligation of the Contractor in Item 7, Section 16 will be conformed to current Texas law, especially with regard to indemnification for the negligence of other party.	<b>Refer to plans, specifications and proposal.</b>
9/30/2020	What would be the cost for isolating, de-energizing and bracing of the over-head electrical line and poles?	<b>Please refer to the General Notes "Warning: Overhead Electrical Facilities." The contractor is responsible for coordinating with utility owners, however, after conversing with CenterPoint, the estimated cost suspected to be around \$125,000.</b>