

## Design Build Team's RFP Clarification Request

The following Matrix includes NHDOT's response to questions and comments regarding the Interstate 93 Exit 4A 13065 Project DRAFT RFP received by April 9, 2020 deadline for questions and request for clarifications.

No.	Doc/Section/Page No.	Question/Comment	Department Response
1	Volume I - ITP	As published, the stipend for this project is \$125,000. Based on the extensive work that will be required to get to the Proposal phase, this amount is very low creating a great deal of risk. How was the stipend established and can it be increased?	The Department has established the stipend value based on several factors, including the project size and complexity. The stipend value will not be revised.
2	Volume I - ITP - Section 1.3.1	Within Section 1.3.1 - General Project Description – scope of work primary elements No. 1 states “A new diamond or diverging diamond interchange on I-93”. Which configuration is considered the BTC and is the alternative considered an ATC?	Item No. 1 under Section 1.3.1 of the Instructions To Proposers will be revised to remove reference to a diverging diamond as part of the project Base Technical Concept scope of work.
3	Volume I - ITP - Exhibit B - Section 4.4 - page 13	Volume 1 - Instructions to Proposers, Exhibit B - Technical Proposal Instructions, Section 4.4 Project Management Plan, page 13. Is the intent that a fully-completed Project Management Plan must be submitted with the Proposal? It appears that with a 50-page limit for the Technical Proposal section of the Proposal combined with the other materials required (Schedule Solution, ROW Solutions, Technical Solutions and Quality Management Plan) that this may not be possible. The instructions alone are four pages long. Please advise.	The maximum page limit for the Technical Proposal is provided in Section 2 of Exhibit B of the Instructions To Proposers. Proposers shall determine the content of their proposals and the number of pages devoted to information included in their Proposal. Section 3 of Exhibit B lists major elements to be included the Technical Proposal, including a "Project Management Summary" . The heading for Section 4.4 in Exhibit B will be revised to "Project Management Summary".

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4	Volume I - ITP - Exhibit B - Section 4.5 - page 18	Volume I – Instructions to Proposers, Exhibit B – Technical Proposal Instructions, Section 4.5 Quality Management Plan, page 18. Is the intent that a fully-completed Quality Management Plan must be submitted with the Proposal? It appears that with a 50-page limit for the Technical Proposal section of the Proposal combined with the other materials required (Schedule Solution, ROW Solutions, Technical Solutions and Project Management Plan) that this may not be possible. The instructions alone are three pages long. Please advise.	The maximum page limit for the Technical Proposal is provided in Section 2 of Exhibit B of the Instructions To Proposers. Proposers shall determine the content of their proposals and the number of pages devoted to information included in their Proposal. Section 3 of Exhibit B lists major elements to be included the Technical Proposal, including a "Quality Management Summary" . The heading for Section 4.5 in Exhibit B will be revised to "Quality Management Summary".
5	Volume I - Exhibit D Required Forms - Form N-1	Exhibit D Required Forms – Form N-1. Segments 1, 2, 3 & 4 are provided to breakout construction costs. The limits of the segments appear to be to the center of intersections. Is this the intention or can the limits be revised to either side of an intersection to facilitate potentially simpler quantity and cost estimation?	Form N-1 has been modified to define the limits of Construction Segments 1, 2, 3, & 4.
6	Volume II - Book 1 Design Build - page 1	According to Page 1, Governor and Council approval is going to happen at their Oct 28, 2020 meeting. What is the confidence level of this happening? What if the winning proposal is over the published estimate? If approval is later, completion dates would slide accordingly?	The proposed project is a priority infrastructure project in the approved Ten year Transportation Improvement Plan. NHDOT has standard procedures in place to address project funding. G&C approval is considered NTP1. Completion dates provided in the contract are in terms of days after NTP1.

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7	Volume II - Book 1	<p>"What are the municipalities' roles?</p> <p>i. Section 3.9.7 - In relation to Third Party Governmental Entities acting as lead agency. "Such support shall include conducting necessary field investigations, surveys, and preparation of any required reports, documents, and applications."</p> <p>ii. 5.5.2 - Oversight and Acceptance: Derry and Londonderry given full unlimited access to project and DB offices and records at all times.</p> <p>iii. 6.5.1 - "Design Builder shall comply with Local Agency requirements applicable to the Work, including payment of all plan review and construction inspection costs charged by Local Agencies relating to the Work." – How much and what is reasonable?</p> <p>iv. 11.6: Complete authority over Warranties including provision 11.1.3</p> <p>v. 21.3.3: EPD review rights?"</p>	<p>NHDOT will maintain administrative and oversight control, however the majority of the project is within the municipalities' maintenance regions and as such their input will not be discounted. The Towns of Londonderry and Derry has vested its quality control with NHDOT personnel through the Intermunicipal Agreement. Town personnel will be visiting jobsites in an advisory capacity. The Towns of Londonderry and Derry expect unfettered access to jobsites within their right-of-way. Any concerns or directives will be funneled through NHDOT inspection or administrative personnel for resolution.</p>

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8	Volume II - Book 1 - Section 4.1	<p>Section 4.1. NTP is split into 2 parts, NTP1 and NTP2. NTP is split into 2 parts, NTP1 and NTP2. NTP1 concurrent with G&amp;C – currently scheduled for October. No design submittals accepted for review by NHDOT until QMP and Project Management plan are accepted by NHDOT (NTP2). We need the ability to get very early design approval on things that will affect ROW and utility work if there will be any chance of the project being successful. Could the Design portions of the various documents be split apart from the Construction portions of the documents and approved early to permit ROW and Utility work to start?</p>	<p>Section 4.1.3 of the Contract will be revised to specify the following: - The Contractor may request relief from the requirement to submit construction related portions of the QMP prior to NHDOT receiving any design submittals. - The Contractor's request shall clearly identify design related portions of the QMP, which will be required to be provided by the Contractor in accordance with all requirements in the Contract prior to NHDOT receiving any design submittals. - The Contractor's request shall clearly identify construction related portions of the QMP, which are to be submitted by the Contractor in accordance with all requirements in the Contract prior to issuance of NTP2. - No construction submittals will be received by NHDOT prior to the submittal by the Contractor in accordance with all requirements in the Contract of a complete QMP, including all required design and construction related requirements and provisions. - The issuance of NTP2 will remain dependent on the Contractor submitting a complete QMP. - NHDOT will not unreasonably withhold acceptance of the Contractor's request for relief provided all of the conditions noted here are met by the Contractor.</p>

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9	Volume II - Book 1	There are provisions included for a case where the NTP2 is delayed, including language in Section 12.1.4 for the case where NTP2 is never issued. What would cause such delays, and how would there be a case where NTP2 is never issued?	The issuance of NTP2 will be provided concurrently with NHDOT's acceptance of Proposer's Project Management Plan (see Volume II, Book 2, Technical Provision, Section 2 - Project Management Plan and Administration). The timing for the issuance of NTP2 will be dependent upon the Design-Builder's production of the QMP and PMP to the Department's acceptance. Volume II, Book 1 (Contract), Section 13.9.2 - Force Majeure Events and Section 14 -Suspension are possible examples for delay or cancelation affecting the possible issuance of NTP2.
10	Volume II - Book 1 - Section 4.2.6	Section 4.2.6 – This section states that the Design-Builder shall complete Milestone #1 by March 19, 2020. This is obviously an error. Please correct the date.	Section 4.2.6 has been revised.
11	Volume II - Book 1 - Section 4.3.2	"Section 4.3.2. How are we to interpret project float as a joint resource by all parties? If the DB were to hypothetically achieve float by outperforming baseline schedule in PH1 of the project, NHDOT were to utilize that float in reviews, etc. as is their right, and DB were to need additional time in PH3 but float is no longer available, how can LDs be fairly applied? In other words, project Float should not be jointly useable.	Refer to Section 2.4.1.2.1 of the Technical Provisions for additional information regarding the joint ownership of float and restrictions on its use by either party. Refer to Section 13 of the Contract regarding actions to be taken by the Contractor in the event of a request to extend the Completion Deadlines of the Project.

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12	Volume II - Book 1 - Section 6.4.5.1	Section 6.4.5.1. Is the State currently aware of any archeologically sensitive areas on the project where investigation may be necessary?	Volume II, Book 2 Technical Provision, Section 6.5.13 outlines properties under Phase 1B archeological review consistent with the FEIS and ROD. The Department is current completing Phase 1B archeological assessment with estimated completion this spring.
13	Volume II - Book 1 - Section 6.5.1	Section 6.5.1 says DB team is responsible to pay for plan reviews and construction inspection by the Towns of Derry and Londonderry. We are under the impression that we are not allowed to contact the Towns. If true, how can we budget for the applicable costs?	Discussions with the Towns for the purpose of estimating the level of work and budget for these costs may not be considered exparte communications and would fall under the provisions for third party rules of contact. As such they are non-binding and potentially non confidential. NHDOT is in partnership with and will have full cooperation from the Towns for the work to be completed under the Design-Build procurement and contract management. Incidental Town costs will be the responsibility of the Design-Builder. The Town of Derry will be assisting NHDOT on the inspection of municipal sewer and water construction as outlined in Volume II, Book 2 Technical Provisions, Section 7.2.1.3.5 Municipal Utility Facilities and Appurtenances. Design-Build Proposers will need to determine the cost for inspection of other components within the contract.
14	Volume II - Book 1 - Sections 7.2.5 and 7.4.4	Sections 7.2.5 and 7.4.4. NHDOT must approve of all subcontractors and may release one from the project at any time and extra expense is picked up by Design Builder. Coupled with the EPD provisions, we will not be able to get anyone to work on the project.	Section 7.2.5 and Section 7.4.4 of the Contract will remain unchanged. NHDOT reserves the right to request removal of subcontractors and their employees under the conditions stated in these Sections.

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15	Volume II - Book 1 - Sections 10.3.1 and 10.3.2	Sections 10.3.1 and 10.3.2. Shouldn't maintenance and utility services remain in the Town's control until Owner acceptance of NTP2?	Contract Section 10.3.1 has been revised to be consistent with Sections 8.3 and 8.4 of the Technical Provisions. In this section, NTP1 has been changed to NTP2. In addition, DB team may request relief of O/M responsibilities until the start of any physical construction on the project, subject to approval of NHDOT. See updated Section 10.3.1.
16	Volume II - Book 1 - Section 12.1.6.3	Section 12.1.6.3. Why are differing site conditions with unanticipated hazardous materials 50:50 and not eligible for full Change Order past the \$100k deductible?  i. Is the deductible 'per occurrence' or net of all costs?	\$100,000 deductible is in total, not per incident. NHDOT is undertaking hazardous assessments of excavatable materials at four sites on the project. The results will be provided as soon as they are available. Based on the results, the value of exposure to the D-B entities (in deductible and % of cost responsibility over the deductible) may be adjusted. The deductible and % of costs over the deductible to be borne by the D-B entity is a means to provide incentive for the D-B entity to reduce impacts to existing hazardous excavatable materials.
17	Volume II - Book 1 - Section 12.3.4	Section 12.3.4. Why is our mobilization item capped at \$5,000,000?	A maximum value has been specified for the bid item price for Mobilization to ensure accurate proportioning of items in the schedule of values. The maximum value stipulation will remain.
18	Volume II - Book 1 - Section 13.2.3	Section 13.2.3. Change orders directed by NHDOT under \$10,000 are non-compensable. That is not Design Build method. How many of these should be assumed when pricing the project?	The intent of this language is to reduce or eliminate the time and cost involved in negotiation and preparation of minor Directed Changes in the Contract requirements and will not be changed. Additional clarity is provided in Section 13.2.3

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19	Volume II - Book 1 - Section 17.6.1	Section 17.6.1 – Liquidated damages accrue for each day greater than 155 calendar days beyond the issuance of NTP1 that Interim Milestone #1 is achieved. According to Section 12.1.4, NTP2 may occur as late as 21 months after NTP1 without recourse for the Design- Builder.	Section 12.1.4 of the Contract will be revised to provide an anticipated timing for the issuance of NTP2, and provide conditions related to NTP2 being delayed due to no fault of the contractor, including provisions whereby the Contractor may request that the liquidated damages provisions in the Contract be modified accordingly.
20	Volume II - Book 1 - Section 17.6.2 and 17.6.3	Section 17.6.2 and 17.6.3 – Liquidated damages for Interim Milestone #2 and #3 are similarly tied to NTP1.	Section 12.1.4 of the Contract will be revised to provide an anticipated timing for the issuance of NTP2, and provide conditions related to NTP2 being delayed due to no fault of the contractor, including provisions whereby the Contractor may request that the liquidated damages provisions in the Contract be modified accordingly.
21	Volume II - Book 1 - Section 17.6.2	Section 17.6.2. Requiring the 'virgin ground' section of the project to be ready to open to public use will add significant cost to the project as it will take away the only staging/storage area on the site.	The requirements of Section 17.6.2 of the Contract will remain as stated. One of the Project's objective for Intermediate Completion to open up the new access from NH Rte. 28 westerly to provide relief for access through downtown Derry.



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No.	Doc/Section/Page No.	Question/Comment	Department Response
22	Volume II - Book 2 - Section 3.7.4.3	Section 3.7.4.3 – This section states that NHDOT will require five (5) roadway submissions for all road segments (Preliminary, Slope & Drain, PPS&E, PS&E and comments incorporated and accepted that will become Release for Construction (RFC) Work Packages). This is inconsistent with the information requirements outlined in Exhibit D Required Forms which requires design cost breakouts for only 50%, 80% and RFC submissions. Please advise.	Technical Provisions Section 3.7.4.3.B will be revised to reflect the following: The Contract requires that for all roadway segments, a 50% (slope and drain submission), 80% (PPS&E submission) and Final design submittal (PS&E submission) will be required. NHDOT has waived the requirement for a preliminary design submission based on their recognition of the BTC as satisfying the requirements of a preliminary design submission, however NHDOT may require a preliminary design submission be made as a condition of acceptance of an ATC based on the level of departure from the BTC.
23	Volume II - Book 2 - Section 6.5.10	Section 6.5.10 Floodplains. This section notes that LOMRs are required for two bridges but does not mention CLOMRs. It is our understanding based on the BTC that CLOMRs will also be required for the two bridges listed in this section. Can you please confirm this assumption?	Refer to Section 6.5.10 which indicates that Contractor shall prepare and submit to FEMA a LOMR for each of the two river crossings specified. A CLOMR is not required for these two structures if constructed as depicted in the BTC.

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24	Volume II - Book 2 - Section 7.3.4	<p>Section 7.3.4. ROW Acquisition Activities - "The Design Builder shall also create a ROW Layout Plan for recording as required by RSA 230:32 and RSA 478:1a that depicts the property rights actually purchased for each parcel. All parcel folders, diaries, and the record plan along with a final Micro Station and .dwg CAD/D file shall be provided to the NHDOT upon completion of the acquisition and are the property of the NHDOT."</p> <p>The draft RFP states the Design Builder shall adhere to the standards set forth in the NHDOT CAD/D Procedures &amp; Requirements Manual and the NHDOT Survey Technical Standards Manual. Neither have provisions for developing files in .dwg format. Is the intent to have the Design Builder develop and maintain two separate complete sets of drawing files?</p>	<p>The language in Section 7.3.4 is correct. The .dwg format includes points and attributes useful in the recreation of the survey at a later date. Most programs have the ability to export both .dgn and .dwg formats. The survey section is now requiring the ROW plans to be submitted in .dwg format to coincide with the survey program currently be utilized. This should not require the Design Builder to maintain two separate complete sets of drawing files, but only to supply the Bureau of ROW with ROW Layout Plans in .dwg format and .dgn format.</p>
25	Volume II - Book 2 - Section 7.4.2.1	<p>Section 7.4.2.1 lists minimum requirements for additional test borings for various structures/features. Would the Department consider doing more borings during the RFP phase? Otherwise it seems the Department will be paying 3 teams for additional investigations rather than once to do them itself. Areas of additional need are bridge, culvert and retaining wall sites, as well as any large foundations for mast arms, overhead signs, and the like.</p>	<p>NHDOT has completed the full extent of the geotechnical program intended for this project. NHDOT will consider performing additional borings at specific locations if requested.</p>

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26	Volume II - Book 2 - Section 7.6.2	Section 7.6.2 Roadway Design Requirements – This section notes that design shall be in accordance with NHDOT Highway Design Manual, 2015 Roadside Design Guide, & 2018 AASHTO Green Book. Which document shall govern if there are conflicts with them?	Section 7.6.2 of the Technical Provisions has been revised to include requirements that in the case of conflicts between two or more applicable design standards, the more stringent shall apply unless otherwise stated in the Contract requirements or approved in writing by NHDOT.
27	Volume II - Book 2 - Section 7.6.2.5	Section 7.6.2.5 Access to Abutting Properties – Shall a wider median (incorporating future access left turn lanes) on the connector road be proposed until desired access points have been identified?	Refer to Section 7.6.2.5 of the Technical Provisions which describes the Contractor's responsibility for work under this Contract and for coordination with the Town of Londonderry on future land use in the area of the Connector Road. Section 7.6.2.5 also addresses any costs associated with the design and construction of any access to parcels not included in this Contract.
28	Volume II - Book 2 - Section 7.8.1.4	Section 7.8.1.4 of the Draft RFP states that bare concrete decks shall have a surface finish in conformance with NHDOT Special Provision for Item 520.7 however this special provision was not included in the files provided by NHDOT, nor is it on the DOT project web site. Can you please provide Special Provision 520.7?	The reference to Specification 520.7 is not correct. The correct reference is Specification 628.5. Specification 628.5 will be provided in Volume 1, Book 3 and will provide criteria for providing a final design including a bare concrete bridge deck. Section 7.8.1.4 of the Technical Provisions will be revised to state providing a final design including a bare concrete bridge deck will not require the submission of an ATC provided the final design complies with all NHDOT requirements including those specified in the Bridge Design Manual.

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29	Volume II - Book 2 - Section 7.8.2.3	Section 7.8.2.3 The underpass structure shown in the BTC does not show shear keys between the units. Special Provision 529.002XX, Sections 1.1.1 and 2.3.1 both refer to shear keys with 1.1.1 noting they are only required when shown on the plans. Can you please confirm that shear keys are not required between structure elements? If they are required, please clarify for which surfaces (top, bottom, or sides) they are required for.	Shear keys are required for this structure if constructed as shown in the BTC. Section 7.8.2 of the Technical Provisions and Special Provision 529.002XX will be revised to provide shear key requirements.
30	Volume II - Book 2 - Section 7.8.2.3	Section 7.8.2.3. Paragraph 1.1.2.1 of Special Provision 529.002ss notes Cutoff walls as a Design-Build Team design component of the underpass structure. The Cutoff walls are not shown in the BTC and do not appear to be required for this dry crossing. Please confirm if Cutoff walls will be required for the underpass structure.	Cutoff walls are not required on this structure if constructed in conformance with the BTC. Section 7.8.2 of the Technical Provisions and Special Provision 529.00XX will be revised to address this.
31	Volume II - Book 2 - Section 7.8.2.3	Section 7.8.2.3 Paragraph 3.6.4.3 requires a 7-day wet cure of underpass components which is not standard industry practice. Please confirm that this is required for the project or if standard industry practice can be followed.	The Special Provision for 529.002xx will be revised to note that the 7-day wet cure requirement will be waived by NHDOT if the box culverts are produced in a certified precast manufacturing plant.

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32	Volume II - Book 2 - Section 7.8.3.3	<p>Section 7.8.3.3 The last sentence states “The NEXT F beam superstructure is preferred”. Also, in the Executive Summary of the TS&amp;L Report prepared by Fuss &amp; O’Neill dated February 4, 2020, it states that “A NEXT F-Beam bridge with a composite concrete deck is recommended”.</p> <p>But further in the TS&amp;L Report, under Bridge Superstructure, Option 1 – NEXT Beams, it states that “PCI recommends a maximum skew of 20 degrees for NEXT Beams. Therefore, this option was not evaluated further”. Under Option 3 – Rolled Steel Girder, it states that “As the precast options were not viable, and the rolled beams required for this option are economical”, this option is recommended. The Recommendations section states “The recommended bridge type is a 63-foot, simple span, steel girder bridge.....”. The plans included in the TS&amp;L package show steel girders.</p> <p>Please confirm that the TS&amp;L plans for all the bridge structures are part of the BTC. They were not included in the BTC section on the website.</p> <p>Please confirm that the preferred option/recommended superstructure for the Shields Brook bridge is a steel beam with composite concrete deck.</p>	<p>Section 7.8.3 of the Technical Provisions will be revised to clarify that the BTC includes a steel superstructure with a composite concrete deck for the structure carrying the Connector Road over Shields Brook. The TS&amp;L Report Executive Summary will be revised to clarify this and the TS&amp;L Report will be provided as part of the BTC.</p>

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33	Volume II - Book 2 - Section 7.8.3.3	Section 7.8.3.3 The Connector Road over Shields Brook Bridge is not listed in Special Provision 550.708. If the preferred alternative is a steel beam superstructure, please confirm whether it must meet the requirements of Special Provision 550.708. Also, do the 7.8.1.4 Superstructure Features subsections B-H apply to this bridge?	Special Provision 529.508 will be revised to include the structure carrying Connector Road over Shields Brook. Section 7.8.1.4 of the Technical Provisions is not applicable to the Connector Road over Shields Brook Bridge. Refer to Section 7.8.3 for requirements that apply to the structure carrying the Connector Road over Shields Brook.
34	Volume II - Book 2 - Section 7.10.2.2	Section 7.10.2.2 Traffic Signals – This section notes that video detection shall be included for signals in the Town of Derry, while the “Traffic Signal Technical & Design Requirements” note “Video Detection Only” in #9. Are loop detectors allowed in Londonderry?	Video detection shall be used on all signalized intersections included in this project. Section 7.10.2.2 will be revised to reflect this. Section 7.10.2.2 will also be revised to indicate that for the signals under NHDOT jurisdiction, 360° fisheye lens camera detection is required.
35	Volume II - Book 2 - Section 7.11.1	Section 7.11.1 Intelligent Transportation Systems – This section notes that the traffic signals at Exit 4A will be connected to the NHDOT fiber backbone to TSMO, while the “Traffic Signal Technical & Design Requirements” notes that remote operation from TSMO to traffic controllers will be required. Are other project traffic signal controllers anticipated to be connected to TSMO via wireless communication methods?	Traffic signals to be connected to the TSMO fiber backbone are specified in Technical Provisions section 7.11.1, as referenced in Technical Provisions section 7.10.2.2.

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36	Electronic Files Received - CADD Files	CADD files – A few reference files from the 14633 D&I contracts that are depicted in the BTC are not provided. Specifically, the 14633DALIBP.dgn, 14633DPDRPB.dgn, 14633IPDR.dgn files. There is also a file called 13065PB93ctr.dgn that would contain some existing contours in it which are missing from an I-93 contour file and may be used as existing contours for Exit 4A. Will this information be provided?	The CADD files 14633DALIBP.dgn, 14633DPDRPB.dgn, 14633IPDR.dgn, 13065PB93ctr.dgn will be provided at the time of release of the final RFP.
37	Electronic Files Received - Traffic Models	Traffic Models - Will the FEIS SYNCRO files be made available to the teams?	The SYNCRO files will be provided at the time of release of the final RFP.
38	Reference Materials	The 2015 Roadside Design Guide is required by RFP. A 2015 Edition does not exist, but there is an errata document from July 2015; is this what was intended? (2011 used in Engineering Report.)	Section 7.6.2 of the Technical Provisions will be revised to indicate the required document is the AASHTO Roadside Design Guide, 4th Edition (2011) with all updates and errata up to and including 2015.
39	Reference Materials	A special provision with signal equipment is not provided. Is it the intent that the "Traffic Signal Technical & Design Requirements" document be the only requirements for signal equipment?	Special Provisions for traffic signals have been added to Volume 2, Book 3.

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40	General Right of Way	Has a comprehensive list of property impacts based on the BTC been developed and available?	NHDOT has provided proposers with the FEIS and the Base Technical Concept plans. The BTC has been refined for presentation of the procurement. The Proposer will be responsible for developing all acquisitions required to support the final design based on their proposal. A list of property owners as of February 2020 by parcel number will be provided in the RID. This information is being provided for reference only and Proposers shall verify all information. The comprehensive list of property impacts shall be based on the final design of the project and is the responsibility of the Design-Builder, as outlined in Section 7.3 of the Technical Provisions.



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41	General Right of Way	<p>Recordable Plans - Upon completion of all ROW acquisitions for this project, the Design-Builder shall prepare a set of Final ROW Layout Plans. These Final ROW Layout Plans, once approved by NHDOT, shall be recorded by the Design-Builder at the appropriate NH County Registry of Deeds, in accordance with RSA 478:1a and RSA 230:32. Final ROW Layout Plans shall be full scale paper copy, color coded in accordance with the NHDOT's ROW Manual. Final ROW Layout Plans shall be created in conformance to Plat Law RSA 478:1-a, which requires a New Hampshire Licensed Land Surveyor stamp (LLS). The Hillsborough County Registry of Deeds does not allow colored lines on the plans they record. The color coding in NHDOT's ROW Manual does not conform to NHDOT's CAD/D Procedures &amp; Requirements Manual. Which should be adhered to or should there be two "Final ROW Layout Plans"?</p>	<p>The NHDOT is satisfied if and when the Final Layout Plans are recorded at the Registry of Deeds. The colored record plan that is being referred to is a task of the Agents section and is stored internally at DOT and not at the registry, however it would be helpful if these record plans were created that had references to the deeds that executed the takes. The project is entirely within Rockingham County.</p>
42	General Right of Way	<p>Per review of the BTC provided there appear to be 177 parcels identified as abutters. Can you provide the mailing list of owners, notices, contact info, etc.</p>	<p>A list of property owners as of February 2020 by parcel number will be provided in the RID. This information is being provided for reference only and Proposers shall verify all information.</p>

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43	General Right of Way - Volume II Book 2 - page 112	Volume 2 Book 2 page 112 outlines the parcels included in advance acquisition work by NHDOT ROW staff. Can the Department provide copies of the appraisal reports and other relevant info from the advance acquisition program?	The list in Section 7.3.4 has been updated. Copies of completed appraisals can be released prior to contract award. These documents shall remain confidential for Design-Build team use only. Coordination for release can be made through each Authorized Representative and the NHDOT's Authorized Representative. Due to the sensitivity of this information and the desire to release it under confidentiality rules, the winning D-B will be provided all remaining appraisal reports and other relevant information from the advance acquisition program after award of the contract.
44	Volume I, Section 1.4	Section 1.4, Procurement Schedule, indicates that escrow documents are due the same day as the Technical and Price proposal. This is a challenging requirement in that estimate documents are not finalized until after bid. We request that documents are due one week after tech/price submission.	The Procurement Schedule in Section 1.4 of the Instructions To Proposers will be revised to require escrow documents to be submitted 5 days after submittal of the Technical and Price proposals.
45	Volume I, Section 4.2.1	With respect to Section 4.2.1 of the Instructions to Proposers, please confirm that price and technical proposal submissions will be in electronic format only.	Price and Technical Proposal submissions shall be in accordance with Sections 4.2 and 4.3 of the ITP. Requirements for submittal of the Technical Proposal, including hard copies and electronic copies, are in ITP section 4.2.1. Section 4.2.1 has been revised to confirm hard copies are required.

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46	Volume II, Book 1 - Section 1.5	Section 1.5 of the contract includes the statement: "In the event of an ambiguity in or dispute regarding the interpretation of the Contract Documents, they shall not be interpreted or construed against the person that prepared them,...". We request that this language be removed.	The language in Section 1.5 will remain as written.
47	Volume II, Book 1	Please clarify if the Project is tax exempt for local, state and federal taxes. Is tax exempt status applicable to temporary and permanent materials?	The Project is not tax exempt for local, state and federal taxes.

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No.	Doc/Section/Page No.	Question/Comment	Department Response
48	Volume II, Book 1 - Section 4.1.3	Refer to Section 4.1.3 of the contract, which requires that the PMP and QMP be approved by NHDOT prior to review of design or construction submittals. Can this requirement be revised to require that only the design portion of the QMP needs to be approved? Approval of the construction portion of the QMP could then required before NTP2 is issued.	"Section 4.1.3 of the Contract will be revised to specify the following: - The Contractor may request relief from the requirement to submit construction related portions of the QMP prior to NHDOT accepting any design submittals. - The Contractor's request shall clearly identify design related portions of the QMP, which will be required to be provided by the Contractor and accepted by NHDOT prior to NHDOT accepting any design submittals. - The Contractor's request shall clearly identify construction related portions of the QMP, which are to be submitted by the Contractor and accepted by NHDOT prior to issuance of NTP2. - No construction submittals will be accepted by NHDOT prior to the submittal by the Contractor and acceptance by NHDOT of a complete QMP, including all required design and construction related requirements and provisions. - The issuance of NTP2 will remain dependent on NHDOT acceptance of a complete QMP. - NHDOT will not unreasonably withhold acceptance of the Contractors request for relief provided all of the conditions noted here are met by the Contractor."
49	Volume II, Book 1 - Section 4.2	Section 4.2 of the contract states that Substantial Completion and "project completion" are both 6/27/24. DB entity then has 120 days for project acceptance. Please clarify the difference between Substantial and "Project" completion.	The Contract will be revised to eliminate Substantial Completion in the list of Completion Deadlines. Liquidated Damages previously associated with Substantial Completion in the Contract will now be associated with Project Completion.

## Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
50	Volume II, Book 1 - Section 4.2.6	Section 4.2.6 of the contract shows Interim Milestone #1 (clearing for Eversource) by 3/19/20. Please confirm if this is correct.	Section 4.2.6 will be revised.
51	Volume II, Book 1 - Section 6.1.3	We request that language be inserted into Section 6.1.3 of the DB contract that offers cost and schedule recovery for delays associated with full acquisition parcels that are the responsibility of NHDOT.	Refer to Section 7.3.4.5 of the Technical Provisions, which addresses the situation where early ROW acquisitions are not complete at the time of issuance of NTP2. Refer also to Section 13.3.1 of the Contract for eligible causes for requesting a Change Order.
52	Volume II, Book 1 - Section 7.4.6	The table in Section 7.4.6 of the contract describes a \$25,000 penalty for key personnel not participating sufficiently. Please provide criteria as to how this penalty will be assessed.	Section 7.4.6 of the Contract has been revised to provide additional information on the level of participation that will be used to assess conformance with this Contract requirement.
53	Volume II, Book 1 - Section 10.3.1	Section 10.3.1 of the contract indicates that the DB Entity is responsible for maintenance and utility services from NTP1 through Substantial Completion. Please clarify the scope and extent of this maintenance.	Contract Section 10.3.1 has been revised to be consistent with Sections 8.3 and 8.4 of the Technical Provisions. Reference to NTP1 in Section 10.3.1 has been changed to read NTP2. As noted in Sections 8.3 and 8.4 of the Technical Provisions, the Contractor may request relief of operation and maintenance responsibilities until the start of any physical construction on the project, subject to approval of NHDOT.
54	Volume II, Book 1 - Section 8.1	Is the \$250,000 warranty letter of credit/bond required under section 11.8 of the contract over and above the bond requirements of Section 8.1?	The Warranty Period Letter of Credit or Warranty Bond required under Section 11.8 is independent of the bond requirements of Section 8.1.

### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
55	Volume II, Book 1 - Section 12.1.6.3	Section 12.1.6.3 states that DB is responsible for the first \$100,000 in hazardous materials as a "deductible". Is this amount per incident or aggregate? Bidders will carry this cost, so is it preferable that NHDOT carry this risk to realize a potential cost savings?	\$100,000 deductible is in total, not per incident. NHDOT is undertaking hazardous assessments of excavatable materials at four sites on the project. The results will be provided as soon as they are available. Based on the results, the value of exposure to the D-B entities (in deductible and % of cost responsibility over the deductible) may be adjusted. The deductible and % of costs over the deductible to be borne by the D-B entity is a means to provide incentive for the D-B entity to reduce impacts to existing hazardous excavatable materials.
56	Volume II, Book 1 - Section 12.1.6.5	Section 12.1.6.5 states that the DB is responsible for the first 90 days of impact to critical path associated with discovery of hazardous materials. The associated costs for this risk will be carried in the bid by the DB teams. Is it preferable that NHDOT carry this risk to realize a potential cost savings?	Section 12.1.6.5 deals exclusively with controlled or hazardous materials encountered on the 16 properties acquired described in the Technical Provisions. Section 12.1.6.5 states that NHDOT share bear 100% the risk of such a delay up to 90 days of impact to critical paths, and risk of delays in excess of the 90 days shall be borne by the Design-Builder. The risk assigned to the Design-Builder is considered incentive to ensure that hazardous materials characterization is done in a timely manner and efforts are taken to minimize disruption or removal of controlled or hazardous materials on the project. This Section will not be revised.
57	Volume II, Book 1 - Section 12.3.1	Please confirm that retainage shall NOT be held, as stated in Section 12.3.1 of the contract.	The wording of Section 12.3.1 is correct.

### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
58	Volume II, Book 2 - Section 7.3.2.4	<p>Section 7.3.2.4. sets forth assumptions with respect to the review time for NHDOT, and states in part "NH DOT will review up to a maximum of 20 Appraisals, 20 Offer Packets, 20 Relocation Packets, 20 Administrative Packets and 20 Condemnation Packets within the 20 Business Days from NHDOT receipt." In reading this again, I think it is intended to mean that 20 of each of these (by type) could be in a queue for review during any 20 day period, but may be worth clarifying. This would make sense to me as Appraisals and Offers could be in review at the same time and wouldn't be reviewed necessarily by the same reviewer at NHDOT.</p>	<p>Upon further review of anticipated resources, the Department review periods have been modified. Please refer to updated review times specified in Section 7.3.2.4 of the Technical Provisions. In addition, the wording previously in the final paragraph of Section 7.3.2.4 has been revised to clarify any offer packet submitted by the D-B must rely on a complete approved appraisal. (This does not include waivers since they are not appraisals)</p>

### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
59	Volume II, Book 2 - Section 7.3.2.4	<p>Section 7.3.2.4 states that “reviews performed by NHDOT will require 10 Business Days for the payment packet submittals”; however it is not clear to me whether this 10 day review period is included within the three (3) weeks to “process” payments under \$5,000 and the six (6) to eight (8) weeks to process payment requests under and over \$5,000 (see Section 7.3.2.10.). Further, do those three to eight week time periods include that “NHDOT will relay the State check to the Design Builder within (5) five Business Days as stated in 7.3.2.11? To clarify (as an example), should the Design Builder assume that a \$2,500 check request will be relayed from the State to the Design Builder within the simple three (3) weeks stated in 7.3.2.10, or could it take those three weeks to “process”, plus up to an additional 15 Business Days (10 for the initial review and 5 to relay the check after “processing”). This should be clarified.</p>	<p>Section 7.3 of the Technical Provisions has been revised to clarify submittal requirements and processes. The revised language indicates the timing for approval of a payment packet and the duration to obtain a check.</p>
60	Volume II, Book 2 - Section 7.3.2.7	<p>Section 7.3.2.7 states Design Builder shall attend meetings “as requested by NHDOT”. Is it possible to clarify what is anticipated for regularly scheduled meetings (especially those in-person meetings) i.e. will they be bi-monthly, monthly, weekly?</p>	<p>Section 7.3.2.7 of the Technical Provisions will be revised to state that the meetings are expected to be monthly, in order to review and discuss the status of ROW activities and the monthly progress report described in 7.3.2.8 of the Technical Provisions. The meeting are also expected to occur monthly from the issuance of NTP1 until such time that all project ROW activities required by the Contractor are completed, unless the NHDOT directs otherwise.</p>



## Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
61	Volume II, Book 2 - Section 7.3.3.4.1	Under Valuation Waivers Section 7.3.3.4.1, "Any parcels approved for Valuation Waiver process must be closed by the appropriate conveyance document within 30 days from making the offer." How will NH DOT facilitate for closing within 30 days on an offer over \$5,000 (requiring G&C approval) when payment requests could take 6-8 weeks to process?	Section 7.3.3.4.1 of the Technical Provisions will be revised. Please note that as stated in Section 7.3.3.4.1, the process must be under signed Estimate of Compensation within 30 days.
62	Volume II, Book 2 - Section 7.3.3.4.2 C	Section 7.3.3.4.2(C) provides that NHDOT will review and issue Just Compensation within 14 calendar days of receipt of the approved appraisal report; however, Section 7.3.2.4 provides for 20 Business Days for review of Appraisals. Can DOT clarify which applies?	See question 58. Section 7.3.2.4 has been modified. Section 7.3.3.4.2C has been updated to allow 20 days to be consistent with Section 7.3.2.4.
63	Volume II, Book 2 - Section 7.3.4.2	Section 7.3.4.2, states that Design Builder shall "Submit a closing packet to NHDOT for review a minimum of 24 hours prior to closing" and provides for the contents of the submittal. Is the intent that NH will review the submittal and provide some form of a "clear to close"? If so, their turnaround time to issue such response should be specified, and it should be prompt in order to maintain the closing schedule.	Section 7.3.4.2 will be revised to require the Contractor to submit the closing packet 2 business days in advance of the closing and that NHDOT will review the submittal and provide "clear to close" by email within 1 business day of closing.
64	Volume II, Book 2 - ROW	NH DOT staff has indicated they sent out info to 175 + abutters and per review of the BTC plans provided, we have confirmed. Can NH DOT provide the mailing list and contact info on file, so we can compare to the plans and verify?	A list of property owners as of February 2020 by parcel number will be provided in the RID. This information is being provided for reference only and Proposers shall verify all information.

### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
65	Volume II, Book 2 - Page 112	RFP Vol II Book 2 page 112 outlines the parcels included in the advance acquisition that NHDOT ROW staff will handle prior to award. Parcels 13, 14, 16,29,39,40,62,63,66, 67, 68, 71, 72 and 76 are identified and are not part of the 132 parcels referenced in the FEIS. Can NH DOT provide copies of the appraisal reports and other relevant info from the advance acquisition program for planning purposes?	The list in Section 7.3.4 has been updated. Copies of completed appraisals can be released prior to contract award. These documents shall remain confidential for Design-Build team use only. Coordination for release can be made through each Authorized Representative and the NHDOT's Authorized Representative. Due to the sensitivity of this information and the desire to release it under confidentiality rules, the winning D-B will be provided all remaining appraisal reports and other relevant information from the advance acquisition program after award of the contract.
66	Volume II, Book 2	If the engineer changes a planned partial taking to a full taking to reduce impacts and construction costs in the ATC, will they still be able to use ED to acquire and quick take to expedite the possession in order to maintain the schedule?	Eminent Domain can only be used for impacts depicted on the hearing plan or less.
67	Volume II, Book 2 - Page 100	Per Volume II Book 2 Technical Provisions page 100, it indicates the ROW tasks will include ROW cost estimates. Has there been any ROW cost estimating complete and can we have the info? How often do we need to provide ROW cost estimates on this project?	ROW cost estimates shall be prepared by the D-B and updated for each ROW coordination meeting described in Technical Provision Section 7.3.2.7. It is expected that these meetings will be held monthly while the ROW process is ongoing, or as requested by NHDOT. Detailed estimates have not been prepared by NHDOT; no estimating info will be provided.

### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
68	Volume II: Book 1 - Section 6.5.3.1	Section 6.5.3.1 By inspection the Eversource realignment will require new guy wire(s) on Londonderry Parcel 010/023/0 (34 Hovey Road). Who is responsible for obtaining this easement?	The responsibilities for the Aerial Utility Adjustment shown on the BTC plans for the Eversource overhead transmission line are described in Section 7.2 of the Technical Provisions.
69	Volume II: Book 1 - Section 6.5.3.1	Section 6.5.3.1 Work is required by the DB Entity to facilitate the Eversource work. What review process will plans for that work be required to follow?	The design and wetland permitting for the relocation of the transmission line will be the sole responsibility Eversource. The approved design for the relocation and any permit conditions will be provided to the Design-Builder for construction quality control and implementation. The Design-Builder will be responsible for construction of platforms, access, and other requirements in Contract Section 17 Milestone #1 to enable Eversource to complete the relocation as outlined in Section 6.5.3.1. Any other work will be performed under an agreement between the D-B and Eversource as described in Technical Provisions section 7.2.1.4. The review process for the utility agreement and utility adjustment/relocation concept plans will be as described in Technical Provisions Section 7.2. NHDOT has entered into a utility agreement with Eversource regarding the relocation of Eversource aerial lines on this project. That utility agreement will be provided to the proposers as soon as it is finalized.

### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
70	Volume II: Book 1 - Section 6.5.3.1	Section 6.5.3.1 Creating an access road along the centerline of the Eversource relocation as described in the document would require temporary wetland impacts. Who is responsible for securing this permit?	Wetland impacts associated with the Eversource crossing relocation will be the responsibility of Eversource.
71	Volume II: Book 1 - Section 11.1.1	Section 11.1.1 It is requested that references to a "free-from-defect" design or a "fit-for-purpose" design be removed, by deleting the references to "including design Errors" in (b) and "designed" in (g). This is on the basis that an acceptable standard of care is already defined in (a). No design is perfect and free from all defects, and requiring the designer to provide these types of express warranties unnecessarily increases risk under the contract by, among other things, extending the applicable statute of limitations for negligence claims and potentially jeopardizing E&O insurance coverage.	Section 11.1.1 of Volume 2, Book 1 - Design Build Contract will be revised to remove the phrase "including design errors" from item (b).
72	Volume 2: Book 2 - Section 9.1.6.1	With reference to Section 9.1.6.1 of the contract "Builders Risk-Minimum Scope", could the wording: "Coverage for any ensuing loss from faulty workmanship, Nonconforming work, omissions or deficiency in design or specifications" be modified to read: "coverage for any ensuing loss resulting from faulty workmanship, design or materials", to be more consistent with Builders' Risk policy forms? These are essentially asking for the same thing, only using a different terminology.	The language in Section 9.1.6.1 will not be changed.

### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
73	Volume 2: Book 2 - Section 9.1.5	With reference to Section 9.1.5 of the contract, "Professional Liability Insurance" the specification seems to suggest a project-specific policy is required; however, section 9.2.2: "Verification of Coverage" makes reference to providing certificates for renewed policies. This suggests that a renewable policy is acceptable. Please confirm that an annual corporate policy for Professional/Pollution Liability would be acceptable.	The language in Section 9.1. 5 of the Contract will not be revised. The Contractor shall provide verification that insurance has been obtained with coverage meeting the minimum requirements set forth in Section 9.
74	Volume 2: Book 2 - Section 3.7.4.1.C	Section 3.7.4.1.C Is a second independent set of bridge calculations required?	Refer to Section 3.7.4.1 which requires that the checking of structural design shall include a set of independent calculations, performed by the Design-Builder, for all structural elements.
75	Volume 2: Book 2 - Section 7.3.1	Section 3.7.4.3 Please clarify the submission requirements. In section 3.7.4.3 for each bridge or roadway segment there are four submissions required prior to RFC. Within Appendix 2 of the General Provisions, Page 11 of 14, Section 104.15.2.4 only two submissions are required prior to RFC.	Technical Provisions Section 3.7.4.3.B will be revised to reflect the following: The Contract requires that for all roadway segments, a 50% (slope and drain submission), 80% (PPS&E submission) and Final design submittal (PS&E submission) will be required.
76	Volume 2: Book 2 - Section 7.3.1	Section 7.3.1 Bounds are to be tied to the original I-93 layout. Will the legacy alignment created for the previous I-93 work be provided?	Section 7.3.3.1 of the Technical Provisions has been revised to identify base plan information to be provided by NHDOT.

### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
77	Volume 2: Book 2 -	Will Boundary Surveys be required for each taking?	The Contractor will be responsible to develop the final ROW monumentation plan for recording in the registry of deeds to include the layout of permanent easements. Individual boundary survey should be limited to adjustments for BMP/"off alignment" portions of the project. Refer to newly added Section 7.3.3.1.4 of the Technical Provisions.
78	Volume 2: Book 2 -	Utilities-Coordination with other projects: Please identify the known projects that will need to be coordinated with, if any.	The list of known projects administer by NHDOT or the Town of Derry that may require coordination by the Contractor is included in Section 2.1.5 of the Technical Provisions. The Contractor shall coordinate with other utility projects in the project area with the utilities listed in Section 7.2 of the Technical Provision.
79	Volume 2: Book 2 -	Are there any known owners of existing utilities that were not provided in the utility contact list?	The list of utility facilities owners in Section 7.2 of the Technical Provisions represents all the utility facilities owners in the project area known by NHDOT. Utility facilities in the project area may not be limited to the list of owners provided.
80	Volume 2: Book 2 - Section 7.6.2.1.1	Section 7.6.2.1.1 What is the intent of the statement that truck turns on the rail trail will match the existing truck turns?	Section 7.6.2 of the Technical Provisions will be revised so that the information in 7.6.2.1.1 is not a subsection of 7.6.2.1.B. That information is not related to the rail trail sections.
81	Volume 2: Book 2 - Table 7.7-1	Table 7.7-1 Confirm that closed storm drainage in Londonderry (including I-93) will generally be designed to the 10 year storm, while closed storm drainage in Derry will be designed to the 25 year storm.	Refer to Section 7.7.3 and Table 7.7-1 - Drainage Design Frequencies which describes the design storm frequency criteria for each situation.

### Design Build Team's RFP Clarification Request

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82	Volume 2: Book 2 - Table 7.7-2	Table 7.7-2 Stormwater: The design storm and check storm have the same requirements. Was that the intent?	Section 7.7.3.2.2 has been updated and Table 7.7-2 has been removed from the Technical Provisions. With these revisions, the Technical Provisions match the direction of the 2015 NHDOT Manual on Drainage Design for Highways (DRAFT) included in the RID.
83	Volume 2: Book 2 -	Stormwater from ramps will flow into existing interstate BMPs. Has a specific volume been designed for? What format will original analysis data be provided to DB? i.e. StormCAD, PDF, other.	Please refer to Section 7.7 of the Technical Provisions, including subsection 7.7.1.1, regarding the Contractor's responsibility for final design of stormwater treatment on the Project. See also Appendix G (Stormwater Memo) of the Engineering Report for additional information regarding existing BMP B1649 and existing BMP B1670. NHDOT will provide available drainage reports for adjacent I-93 projects.
84	Volume 2: Book 2 -	Will the DB will be required to file for dam permits on the detention basins? For example, Proposed Basin B1038 Connector Road Station 1037+50, LT will have fills exceeding 25 feet.	NHDOT would not allow any BMP to be considered a dam. NHDES Stormwater Manual Volume 2 Appendix C provides guidance on when a stormwater embankment is considered to be a dam.
85	Volume 2: Book 2 -	Will NHDOT provide corings and testing of the existing roads for evaluation by the DB Teams? This is a critical element that all of the DB Teams will need to evaluate. Effort and coordination being repeated by all three DB teams is not reasonable.	NHDOT has completed the full extent of the geotechnical program for this project. NHDOT will consider additional borings and asphalt cores at specific locations if requested.

### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
86	Volume 2: Book 2 - Section 7.8.9.C	Section 7.8.9.C Soundwalls are to be constructed according to the Reference Information. Was this meant to reference Bridge Standard Details Soundwall 1-3 (dated 3/17/2017) and Soundwall 4 (dated 11/1/2016)?	"The following NHDOT Bridge Detail Sheets for Soundwalls will be added to the Reference Information: - SOUNDWALL1 - Wood Panel Soundwall 1 of 3 - SOUNDWALL2 - Wood Panel Soundwall 2 of 3 - SOUNDWALL3 - Wood Panel Soundwall 3 of 3 - SOUNDWALL4 - Soundwall Location Chart "
87	Volume 2: Book 2 - Section 7.9.2.1.D	Section 7.9.2.1.D Trees to be preserved: For preservation what is the minimum diameter and at what height is the diameter measured?	The Technical Provisions do not specify any environmental commitments directly as to the minimum diameter or size of trees that need to be preserved on the project. Design-Builder is to take care to reduce impacts where feasible. Any restrictions on disturbance of vegetation, including tree removals, specified in any permits associated with this project, including any restriction on disturbances along surface waters/riparian areas limited by potential DES wetland permit, will apply. Areas cleared of vegetation shall be re-vegetated as soon as possible. Clearing within wetlands shall be limited to that identified on any approved wetland impact plans.



### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
88	Volume 2: Book 2 - Section 7.9.1.1	Section 7.9.1.1 Aesthetics/Landscaping requirements in Section 7.9.1.1 are generally modest. For bidding would it be better to include an allowance until an Aesthetics and Landscaping Plan can be approved by the Department?	Section 7.9.1.1 of the Technical Provisions will be revised to draw reference the requirements of the stream restoration landscaping plan to be detailed in the Wetland Mitigation and Monitoring Plan provided with the Wetland Permit Application. Section 6.5.7 of the Technical Provisions will similarly be revised to draw reference to this. The D-B teams may choose to include aesthetics/landscaping solutions in excess of that specified in the Tech Provisions. Other landscaping within wider grass medians along the connector road, as well as, landscape screening of water quality basins are expected to be included in a landscape program for technical evaluation. The quality of the technical solution for aesthetic design of each D-B proposal will be evaluated as described in ITP Section 5.4.1.3.
89	Volume 2: Book 2 - Section 7.8.3.3	Section 7.8.3.3 Bridge: What is the preferred structure type over Shields Brook? Both Next-F Beams and Rolled Beams are indicated as preferred in different areas of the RFP.	Section 7.8.3 of the Technical Provisions will be revised to clarify that the BTC includes a steel superstructure with a composite concrete deck for the structure carrying the Connector Road over Shields Brook. The TS&L Report Executive Summary will be revised to clarify this and the TS&L Report will be provided as part of the BTC.

### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
90	Volume 2: Book 2 -	Bridge: Are there crash wall requirements for the median pier in I-93 for the future train corridor? The horizontal 12 ft clear satisfies NHDOT plate 430.1 but AREMA states that within 25 ft shall be heavy construction as defined or a crash wall of which within 12 to 25 ft shall be 6 ft high. Are AREMA recommendations to be followed?	Section 7.8.1.2 of the Technical Provisions will be revised to state that construction of a crash wall to meet the pier protection requirements of the AREMA Manual For Railway Engineering is not required if the bridge is constructed in conformance with the BTC. In the event that the future railroad corridor is constructed, installation of a crash wall around the pier structures would need to be done in accordance with AREMA Chapter 8, Section 2.1.5 as part of that project. The final design of the bridge carrying the Connector Road over I-93 shall not preclude the construction of a crash wall in the future to satisfy AREMA requirements for pier protection.
91	Volume 2: Book 2 -	A Ten year warranty on ITS equipment is required in the RFP. Based on upgrades in technology, a two year warranty is typical for Real Time Traffic Management and ITS equipment. Please confirm warranty requirements.	The Special Provision for Section 677 - Intelligent Transportation Systems (ITS) Equipment, Section 3.11.3, states that the guarantee of the installed equipment will be 1 year from the date of Final ITS System Acceptance by the Engineer. The ten-year guarantee is for availability of compatible replacement equipment (to the field replaceable unit level). The ten-year guarantee for available compatible replacement equipment is a standard requirement of NHDOT. The SP requirements will remain as-is.
92	Volume 2: Book 2 - Section 7.10.2.2	Section 7.10.2.2 For installation of the future signal interconnect should the DB assume Conduit only or Conduit and Cable?	Section 7.10.2.2 of the Technical Provisions has been revised. The requirement to install 2-4" diameter conduits outside the areas where signals are to be interconnected has been removed.

### Design Build Team's RFP Clarification Request

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93	Supplemental Material Provided	Supplemental Geotechnical information included monitoring wells on some of the BMPs. Please advise as to the party performing monitoring, the frequency of monitoring and if data is to be provided to the DB teams.	NHDOT will provide water level information collected from the installed monitoring wells from April 2020 until the contract award date. This information will be provided in the Reference Information as it becomes available.
94	Supplemental Material Provided	Per the Utility Memo dated 9/13/19, Pennichuck Water expressed an interest in constructing a waterline across I-93 either underground or on the proposed I-93 bridge. Has there been any further communication on this matter?	There is no project requirement to install a third-party waterline for Pennichuck Water Works across I-93. Contact information for Pennichuck Water Works, Inc. is provided in Section 7.2 of Technical Provisions. The Contractor may enter into third-party utility agreements with Pennichuck regarding non-participating work, the cost of which will not be reimbursed by NHDOT as explained in Technical Provisions section 7.2.1.
95	Vol 2, Book 2, Technical Provisions, General	The RFP Technical Provisions refer to "BTC Plans" when referencing bridge components, however, there are no bridge details within the "BTC Plans" aside from what is shown on the general plan sheet rolls. The TS&L Reports are provided in the "Reference Materials". Volume 1 ITP Section 1.5.1 notes that "Reference materials will not form part of the Contract between NHDOT and the Design-Builder" - are TS&L reports considered part of the BTC, or only for reference? If TS&L is for reference only, will separate BTC Plans be issued for the bridges?	The TS&L Reports and the Project Engineering Report will be removed from the Reference Information Documents section of the project site and added to the Base Technical Concept (BTC) section. The information contained in the TS&L Reports and the Project Engineering Report are to be considered part of the BTC.

### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
96	Reference Materials - Rail Trail Tunnel TS&L	The rail trail bridge TS&L, on page 2, notes a 20' clear span but also notes a minimum clearance envelope of 12' x 12'. Please Clarify which governs the BTC bridge design.	The Base Technical Concept includes both a 12' x 12' minimum clearance envelope at the rail trail throughout the full length of the underpass structure as well as a 20' minimum clear span of the underpass structure, both of which are shown in the TS&L Report for this structure.
97	Vol 2, Book 3, Special Provision 550 (Amendment for Metalizing)	This special provision requires the I-93 Overpass structure to be metalized. Please confirm this does not apply to Shields Brook bridge as noted in the TS&L.	Special Provision 550.708 will be revised to include the structure carrying the Connector Road over Shields Brook. Section 7.8.3.3 of the Technical Provisions will be revised to indicate the structure carrying the Connector Road over Shields Brook shall include a superstructure with metallized steel girders.
98	Vol 2, Book 2, Technical Provisions 7.8.3.3.	This section states that metalized steel would represent a durability issue, and therefore NEXT F beam superstructure is preferred, but the Shields Brook TS&L recommends a metalized steel structure, please clarify.	The BTC includes a steel superstructure with a composite concrete deck for the structure carrying the Connector Road over Shields Brook. Section 7.8.3 of the Technical Provisions will be revised to clarify this. The TS&L Report Executive Summary will be revised to clarify this. The TS&L Report will be provided as part of the BTC.
99	Vol 2, Book 2, Technical Provisions 7.8.3.4.	This section states that integral and semi-integral substructures were eliminated during the BTC design process, however, the Shields Brook Bridge TS&L recommends semi-integral abutments with spread footings on soil. Please clarify.	Section 7.8.3.4 of the Technical Provisions will be revised to specify that the BTC includes semi-integral abutments on spread footings for the structure carrying the Connector Road over Shields Brook.

### Design Build Team's RFP Clarification Request

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100	Vol 2, Book 2, Technical Provisions 7.8.4.1	The Tributary E Hydraulics Study recommends that the structure be sized for the Q100 and checked for the Q500, however, Volume 2 Book 2 Section 7.8.4.1 recommends 1' of freeboard to the Q50 and passing the Q100 without overtopping the roadway, please clarify.	The hydraulics report and Technical Provisions do not conflict. The design flood for freeboard is the 50-year flood, which requires 1' of freeboard at the structure. The 100-year flood event is the check flood for freeboard; the roadway shall not be overtopped at that flood. The design flood for scour is the 100-year event, and the check flood for scour is the 500-year event. The two design checks are for different evaluations and are independent of each other.
101	Vol 2, Book 2, Technical Provisions 7.8.4.4	Volume 2 Book 2 Section 7.8.4.4 states that the use of semi-integral abutments was eliminated during the design of the BTC due to skew, however, the TS&L recommends semi-integral abutments on spread footings. Please clarify.	Section 7.8.4.4 of the Technical Provisions has been updated to indicate the BTC include semi-integral abutments on spread footings as the substructure for the structure carrying Tsienneto Road over Tributary E.
102	Vol 2, Book 2, Technical Provisions 7.9.2.2, Page 155	Aesthetics Section 7.9.2.2 (last paragraph) mentions "surfaces of abutments and piers shall be as depicted in the BTC plans" - Surface details are not shown on the BTC plans. What are aesthetics requirements?	Section 7.9.2.2 of the Technical Provisions will be revised to state the exposed surfaces shall be as described in the TS&L report for each structure. The TS&L reports have been added to the BTC section of the project site and are to be considered part of the BTC.
103	Vol 2, Book 3, Special Provision 529 (Precast Concrete Box Culvert - Bridge)	529 Special Provision (Precast Concrete Box Culvert - Bridge) - Section 1.3.3 requires a cutoff wall 2' below the bottom of the slab. Is this required for box culverts that are not conveying water (i.e. rail trail crossing)?	Cutoff walls are not required on this structure if constructed in conformance with the BTC. Section 7.8.2 of the Technical Provisions and Special Provision 529.508 will be revised to address this.

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No.	Doc/Section/Page No.	Question/Comment	Department Response
104	Vol 1, Instructions to Proposers 2.7, Page 21	ITP 2.7 indicates the Dept. anticipates additional investigative activities prior to the proposal due date. Will shortlisted proposers be able to submit requests for additional investigative activities, or otherwise assist the Dept. in determining what additional activities are needed? If yes, please clarify how this information should be submitted and in what timeframe.	NHDOT has completed the full extent of the geotechnical program intended for this project. NHDOT will consider performing additional borings at specific locations if requested. Request shall be submitted through the project's Authorized Representatives.
105	Base Technical Concept	For all dual lane turning movements, what are the minimum acceptable side-by-side design vehicles?	Section 7.6.2.2 of the Technical Provisions will be revised to indicate that for dual turning lanes, the minimum acceptable side-by-side design vehicles will be a WB-62 in the outside lane, and a Passenger Car in the inside lane.
106	Traffic Control Plans 7.12.3.1	Section states that traffic can run on gravel for up to 10 days. It also states that State-maintained roads shall be paved at the end of each day. Please confirm that the Design-Builder can only run traffic on un-paved state roads for the duration of one day?	Refer to Section 7.12.3.1 which states which states State maintained roads shall be paved at the end of the work day.
107	Vol 2, Book 2, Technical Provisions, 7.10.2.1B, page 157	There are several references to "current MUTCD". During the proposal timeline, the "current" is the 2009 edition. However, the FHWA and NCUTCD are currently reviewing a new edition, set to be published after the proposals are submitted but during the design phase of the project. If the price proposal will be based on the information in the 2009 MUTCD, will NHDOT commit to using the 2009 edition as the "current" standard for design?	The Technical Provisions will be revised to state the final design shall be in accordance with the 2009 MUTCD with the 2012 supplement in effect at the time of price proposal, which will be considered the current design criteria. Changes to the design criteria after submission of the Technical and Price Proposals if required, can be addressed under the provisions for changes in the work in the Contract.

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108	Vol 2, Book 2, Technical Provisions, 7.10.2.1, page 157	<p>The technical provisions state that the Design-Builder shall use the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals for sign supports and foundation design. However, the NHDOT latest guidance from Bridge Design (Design Memorandum 2017-01) states that OHSS and their foundations shall be designed in accordance with the AASHTO LRFD Specifications for Highway Signs, Luminaires, and Traffic Signals. Please clarify this potential discrepancy and verify if the revised Bridge Design Manual (as revised in October 2017) is to be used for design purposes?</p>	<p>Section 7.10.2.1 of the Technical Provisions has been revised to provide clarification as to which signs, poles, supports and foundations are to be designed to the AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals and which are to be designed to the AASHTO LRFD Specifications for Highway Signs, Luminaires, and Traffic Signals.</p>

### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
109	Vol 2, Book 2, Technical Provisions, 7.10.2.1	<p>The RFP states that the Work includes traffic sign plans and installation details, including structural and foundation details, for permanent signs as required by NHDOT and MUTCD. The section also references modifying existing traffic signs along approaches including Interstate 93. While the BTC appears to include cantilever sign structures for the exit direction/action signs at the beginnings of the off-ramps, the BTC does not include any advanced guide signs. The MUTCD Section 2E.33, paragraph 2 indicates that intermediate interchanges should have a ½ mile and a 1 mile advanced guide sign. Additionally, the MUTCD states that a 2 mile advanced guide sign should be provided if spacing permits. Please verify a) if the Work includes the installation of advanced guide signs for the ½ mile and 1 mile locations, both northbound and southbound; b) that the work does not include the installation of 2 mile advanced guide signs (consistent with other intermediate interchanges on the corridor); c) that these advanced guide signs must be installed overhead; and d) if advanced guide signs must be installed overhead, will bridge mounted signs be permitted?</p>	<p>The proposed locations of OHSS for the Project are included in the Project Engineering Report, which has been added to the BTC section of the project site and should be considered part of the BTC. The advanced guide signs are to be installed on cantilever overhead sign structures. 2 mile advanced guide signs are not to be installed as part of this project. If necessary based on spacing constraints, bridge-mounted signs would be considered if submitted as part of an ATC.</p>



### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
110	Base Technical Concept - Traffic, STA 1658+00	The BTC appears to show a cantilever sign structure at the beginning of the NB off-ramp. It is assumed this sign structure is for the exit direction/action sign. Can NHDOT confirm that sight lines to the proposed sign have been evaluated with respect to the Ash St bridge such that no supplemental exit direction sign will be required for the northbound direction?	The proposed locations of OHSS for the Project are included in the Project Engineering Report and shall be assumed to be preliminary. The Project Engineering Report has been added to the BTC section of the project site and should be considered part of the BTC. The sight lines have not been confirmed as the final design is the responsibility of the Contractor. The final design shall conform to all Contract requirements.
111	Vol 2, Book 2, Technical Provisions, 7.7.3.1 Table 7.7-1	The table lists inlets and drainage pipe as having a 25 yr. design frequency for Town of Derry and for depressed roadways, when typically NHDOT projects use a 10 yr. design frequency. Will closed drainage in Derry require a 25yr design? Please confirm / clarify.	Drainage design for facilities within the Town of Derry shall meet the design requirements specified in Section 7.7.3.1
112	Vol 2, Book 2, Technical Provisions, 7.7.3.1 Table 7.7-1	The table lists a check flood of 100yr listed for inlets and drain pipe and depressed roadways. Please clarify what criteria closed drainage must meet for 100yr check events?	Section 7.7.3.2.2 of the Technical Provisions has been revised to provide additional direction on the design of drainage systems.
113	General - Traffic	Will NHDOT provide the electronic Synchro files for Alternative A as presented in the October 2018 Traffic and Transportation Technical Report; Supplemental DEIS prepared by F&O?	The SYNCRO files will be provided at the time of release of the final RFP.

### Design Build Team's RFP Clarification Request

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114	Base Technical Concept - Traffic	Please confirm that the traffic volumes at Route 28 /Folsom Road/Tsienneto Road warrant signalization post construction.	Section 7.10.2.2 of the Technical Provisions provides the minimum requirements in the BTC for signalization within the project. Modification to the signalization requirements specified in Section 7.10.2.2 would constitute a change to the BTC and would require submittal of an ATC per Section 3.1 of the ITP. Section 3.1 of the ITP provides direction on which ATCs will be considered eligible for consideration.
115	Base Technical Concept - Traffic	Please confirm that the traffic volumes at Route 28 Bypass/Tsienneto Road warrant signalization post construction.	Section 7.10.2.2 of the Technical Provisions provides the minimum requirements in the BTC for signalization within the project. Modification to the signalization requirements specified in Section 7.10.2.2 would constitute a change to the BTC and would require submittal of an ATC per Section 3.1 of the ITP. Section 3.1 of the ITP provides direction on which ATCs will be considered eligible for consideration.

### Design Build Team's RFP Clarification Request

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116	Traffic and Transportation Technical Report; Supplemental DEIS dated October 2018 and prepared by F&O	Is it the NHDOT's intention that the traffic forecast presented in the Supplemental DEIS is to be used for design purposes? If so, please confirm that the signals and additional travel/turn lanes that currently exist but may no longer be warranted (based on the forecast peak hour volumes) are to remain in place and the designer is not responsible to perform warrant analyses.	Section 7.6.1 of the Technical Provisions provides the basis for the requirements of the BTC including for signals, number of lanes and turn lanes. Modification to the signals, number of lanes and turn lanes specified in Section 7.6.1 and elsewhere in the Technical Provisions would constitute a change to the BTC and would require submittal of an ATC per Section 3.1 of the ITP. Section 3.1 of the ITP provides direction on which ATCs will be considered eligible for consideration. Traffic forecasts presented in the February 2020 FEIS are to be used as the basis for the final design. The two existing signalized intersections remain signalized in the BTC. The basic lane geometry at these intersections shall be as shown in the BTC. The Contractor will not be responsible to perform signal warrant analyses.
117	Traffic and Transportation Technical Report; Supplemental DEIS dated October 2018 and prepared by F&O	Traffic volume network figures appear to be partially redacted (or file corrupted?); Will NHDOT please provide clean graphics where traffic volumes can be read (Figures 3-7 and 15-38).	NHDOT has accessed these files and they appear readable.
118	Vol 2, Book 2, Technical Provisions 7.2.1, Page 89	Third paragraph in this section states that a proposed aerial utility adjustment for the Eversource overhead transmission line is shown on the plans. The plans do not show the adjustment. Will NHDOT provide this information?	The relocation will occur within the utility easement shown on the plan sheet entitled "Exit 4A Alternative A, Roll 1 of 2" in the BTC plans. NHDOT Utilities section is coordinating with Eversource, who is in the process of designing this relocation. The results of the Eversource design effort will be made available when complete.

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119	Utility Meeting Conference Report Dated 09-13-2019	This conference reports notes: "Pennichuck Water Works has expressed a desire to extend a water main across I-93; whether under I-93 or hung from the proposed interchange bridge. They are working with Woodmont Commons on the west side of I-93 and need to get water to the east side. NHDOT recommended beginning the process to get permit to cross I-93; language can be added to the RFP to make contractor aware of these expansions." This proposed waterline does not appear to be referenced elsewhere in the RFP. What is the status of this waterline, and will the design builder need to accommodate it on the bridge(s)?	There is no project requirement to install a third-party water line crossing I-93. Pennichuck Water is listed in the Technical Provision with contact information. Proposers may contact and enter into third-party utility agreements with Pennichuck regarding that non-participating work; this work would not be reimbursed by NHDOT as explained in Technical Provisions section 7.2.1.
120	Base Technical Concept - ROW	Did the Proposed Right-of-Way layout take into account the potential of utility relocations? Primarily utility poles and overhead lines.	The proposed ROW along roadways was developed to accommodate installation of utility poles and standard pole arms. No additional ROW is provide for bracing or guying of utility poles if required by the utility company. Those easements, if required, are the responsibility of the utility companies.
121	Vol 2, Book 2, Technical Provisions, 6.5.13	Can NHDOT provide a status update or completed reports for Phase 1B studies?	Volume II, Book 2 Technical Provision, Section 6.5.13 outlines properties under Phase IB archeological review consistent with the FEIS and ROD. The Department is current completing Phase 1B archeological assessment with estimated completion this spring.

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122	Meeting Minutes of the Oct. 24, 2019 Conference Call with EPA and NHDES: Page 1	In response to EPA's Comment 11, NHDOT agreed along with NHDES, FHWA and the Town of Derry that compliance with the anti-degradation requirements will be addressed during the ACOE 404 Water Quality Certification permitting process to ensure that anti-degradation requirements are met. Has this issued been resolved?	Compliance requirements will be specified in the Contract Documents.
123	Pending EPA's Construction General Permit compliance activities during construction	Will the Department be providing any guidance on the anticipated turbidity monitoring to comply with the CGP (e.g., # and location of sampling locations, sampling frequency, etc.)?	NHDOT has provided GIS locations, maps and receiving waterbody information from the 2018 303(d)/305(b) NHDES Water Assessment in the Reference Information Documents. The Design-Builder will be required to comply with the Numeric Turbidity Effluent Limitation placed as a NHDES Water Quality Certification condition in the CGP. Sampling frequency and duration should be address in the Design-Builder's SWPPP. The Design-Builder will be required to comply with any conditions imposed by applicable permits.
124	Vol 2, Book 2, Technical Provisions, Table 6-1	Table 6-1 (Anticipated Permits and Approvals Needed) states that the D-B Team will be responsible for "coordination with the NHFGD to reduce potential impacts to state listed species." Do these concerns extend beyond the items listed in Technical Provision Section 6.5.12?	Section 6.5.12 of the Technical Provisions has been revised to identify species of concern. Additional information will be added to the Reference Information Documents.
125	Geotechnical Supplemental Data	Will NHDOT be providing groundwater elevations for all the BTC BMP Locations?	NHDOT will provide water level information collected from the installed monitoring wells from April 2020 until the contract award date. This information will be provided in the Reference Information as it becomes available.

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126	Geotechnical Supplemental Data	Will NHDOT be performing/providing infiltration testing at the proposed BTC BMP locations?	NHDOT has completed the full extent of the geotechnical program intended for this project and will not be performing infiltration testing at the BTC BMP locations. Please refer to Section 7.4.2 of the Technical Provisions and Reference Information Documents for guidance provided on infiltration testing.
127	Vol 2, Book 2, Technical Provisions, 6.3.2.H	Technical Provisions, Page 67 states that the DB shall comply with the Section 106 MOA Stipulations. Does NHDOT intend that the DB team will develop and install interpretive signage?	Section 6.5.13 of the Technical Provisions will be revised to specify the Contractor's requirements for interpretive signage. The interpretive panel will be designed and fabricated by NHDOT, the Town of Derry and the Derry Heritage Commission. The panel will be installed by the Contractor at a location to be determined by the Town of Derry, on sign supports designed, furnished and installed by the Contractor. Section 6.5.13 has been revised to reference other Sections of the Technical Provisions related to the architectural treatments at this structure.
128	Vol 2, Book 2, Technical Provisions, 6.5.8	Will NHDOT conduct the well inventory required by the groundwater environmental commitments?	Refer to Section 6.5.8 of the Technical Provisions which outlines the requirements related to groundwater. A private water supply well inventory shall be completed during final design as specified. This will be the responsibility of the Contractor.
129	Vol 2, Book 2, Technical Provisions, 6.5.10	Will the DB be responsible for preparing and submitting the floodplain LOMR?	Refer to Section 6.5.10 which indicates that Contractor shall prepare and submit to FEMA a LOMR for each of the two river crossings specified.

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130	Vol 2, Book 2, Technical Provisions 6.5.2	<p>This section indicates that each sound wall committed in the FEIS/ROD must be designed and constructed to meet or exceed anticipated benefits at each receptor in the Noise Technical Report. Would a sound wall still be required if the final design results in sound levels at certain receptors that would not approach or exceed the NHDOT noise abatement criteria? In regard to all receptor, should noise barriers be designed to achieve equal or greater noise reduction as that indicated in the tech report, or should barriers be designed just so that the final design-year noise levels are equal or lower than that indicated in the tech report, or do noise barriers just need to be designed to be feasible and reasonable according to NHDOT noise policy?</p>	<p>The Department has committed to achieving the benefits of the soundwalls noted in the FEIS/ROD as they also relate to the benefits committed to in the SFEIS/ROD for the I-93 expansion project. As such, construction of the soundwalls noted in the 13065 FEIS/ROD are required regardless of whether or not the noise levels would approach or exceed the NHDOT noise abatement criteria or are considered feasible and reasonable in accordance with the NHDOT noise policy. The barriers should be designed to achieve the anticipated benefits noted at each benefitting receptor noted in the Noise Technical Report for the barrier design shown at the hearing and noted in the FEIS/ROD.</p>
131	Vol 2, Book 2, Technical Provisions 2.8	<p>Will the DB be responsible for meeting the Town of Londonderry Noise Ordinance as it relates to allowable construction periods during the day?</p>	<p>The Town of Derry and the Town of Londonderry do not have a noise ordinances. Please refer to Section 7.12.1 of the Technical Provisions for limitations on work involving high noise machinery, and Sections 6.5.15.3 for the Contractor's responsibilities related to a noise control plan. Section 7.12.1 is revised to include Saturday and Sunday in the restriction on work involving high noise machinery within the Town of Derry and to include Sunday in the restrictions for work involving high noise machinery within the Town of Londonderry.</p>

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132	Vol 2, Book 2, Technical Provisions 6.3.2.G	This section indicates the DB shall document the process for carrying out noise mitigation measures throughout the life of the Project. Does this include repairing or replacing damaged sound walls as well as maintenance of sound walls?	The Contractor will be responsible for all soundwall maintenance and repairs until the project has been completed and acceptable.
133	Vol 2, Book 2, Technical Provisions 6.3.2.G (General Question)	Can NHDOT provide the Design-Build teams with the FHWA's Traffic Noise Model files including the processed existing condition files and processed design-year build condition (preferred alternative) files which would include the proposed noise barrier analysis?	NHDOT will provide any available information at the time of the Final RFP. Any information provided will be for reference only. The final design and analysis will remain the responsibility of the Contractor.
134	Vol 2, Book 2, Technical Provisions 7.3.1, Page 100	Section 7.3.1 indicates the ROW tasks will include ROW cost estimates. Has there been any ROW cost estimating completed and is this information available to the design builders? How often will ROW cost estimates need to be provided on this project?	ROW cost estimates should be prepared by the D-B and updated for each ROW coordination meeting described in Technical Provision section 7.3.2.7. It is expected that these meetings will be held monthly while the ROW process is ongoing, or as requested by NHDOT. Detailed estimates have not been prepared by NHDOT; no estimating info will be provided.
135	Vol 2, Book 2, Technical Provisions 7.3.2.4, Page 103	Section 7.3.2.4. sets forth assumptions with respect to the review time for NHDOT, and states in part "NHDOT will review up to a maximum of 20 Appraisals, 20 Offer Packets, 20 Relocation Packets, 20 Administrative Packets and 20 Condemnation Packets within the 20 Business Days from NHDOT receipt." It appears this is intended to mean that 20 of each of these (by type) could be in a queue for review during any 20 day period, please clarify.	Upon further review of anticipated resources, the Department review periods have been modified. Please refer to updated review times specified in Section 7.3.2.4 of the Technical Provisions. In addition, the final paragraph of Section 7.3.2.4 has been revised to clarify any offer packet submitted by the D-B must rely on a complete approved appraisal. (This does not include waivers since they are not appraisals)



### Design Build Team’s RFP Clarification Request

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136	Vol 2, Book 2, Technical Provisions 7.3.2.4, Page 103	Section 7.3.2.4 states that “reviews performed by NHDOT will require 10 Business Days for the payment packet submittals”; however it is not clear whether this 10 day review period is included within the three (3) weeks to “process” payments under \$5,000 and the six (6) to eight (8) weeks to process payment requests over \$5,000 (see Section 7.3.2.10.). Further, do those three to eight week time periods include that “NHDOT will relay the State check to the Design Builder within (5) five Business Days as stated in 7.3.2.11? To clarify (as an example), should the Design Builder assume that a \$2,500 check request will be relayed from the State to the Design Builder within the simple three (3) weeks stated in 7.3.2.10, or could it take those three weeks to “process”, plus up to an additional 15 Business Days (10 for the initial review and 5 to relay the check after “processing”). Please clarify.	Section 7.3 of the Technical Provisions has been revised to clarify submittal requirements and processes. The revised language indicates the timing for approval of a payment packet and the start for the 3 to 8 week duration to obtain a check.
137	Vol 2, Book 2, Technical Provisions 7.3.2.7, Page 105	Section 7.3.2.7 states Design Builder shall attend meetings “as requested by NHDOT”. Please clarify what is anticipated for regularly scheduled meetings (especially those in-person meetings) i.e. will they be bi-monthly, monthly, weekly?	Section 7.3.2.7 of the Technical Provisions will be revised to specify that the meetings are expected to be monthly, in order to review and discuss the status of ROW activities and the monthly progress report described in 7.3.2.8 of the Technical Provisions, and that they are expected to occur monthly as long as project ROW activities by the D-B are ongoing, unless the NHDOT directs otherwise.

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138	Vol 2, Book 2, Technical Provisions 7.3.3.4.1, Page 110	Under Valuation Waivers Section 7.3.3.4.1, "Any parcels approved for Valuation Waiver process must be closed by the appropriate conveyance document within 30 days from making the offer." How will NHDOT facilitate closing within 30 days on an offer over \$5,000 (requiring G&C approval) when payment requests could take 6-8 weeks to process?	Section 7.3.3.4.1 of the Technical Provisions will be revised. Please note that as stated in Section 7.3.3.4.1, the process must be under signed Estimate of Compensation within 30 days.
139	Vol 2, Book 2, Technical Provisions 7.3.3.4.2.C, Page 111	Section 7.3.3.4.2(C) provides that NHDOT will review and issue Just Compensation within 14 calendar days of receipt of the approved appraisal report; however, Section 7.3.2.4 provides for 20 Business Days for review of Appraisals. Can DOT clarify which applies?	See question 58. Section 7.3.2.4 has been modified. Section 7.3.3.4.2C has been updated to allow 20 days to be consistent with Section 7.3.2.4.
140	Vol 2, Book 2, Technical Provisions 7.3.4, Page 112	General scope states that NHDOT are responsible for all full acquisitions, and design builder is responsible for all other ROW acquisitions. Section 7.3.4 provides a list of parcels that are excluded from DB ROW responsibility but lists parcels 13 and 76 which do not appear to be full acquisitions on the BTC. Please verify/clarify.	The list in Section 7.3.4 has been updated. Not all parcels that NHDOT are responsible for are full acquisitions.

### Design Build Team's RFP Clarification Request

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141	Vol 2, Book 2, Technical Provisions 7.3.4, Page 112	First paragraph of 7.3.4 notes parcels that are excluded from Design Builder parcel acquisition services. It goes on to state that that DOT will determine if the design builder will be responsible for these parcels based on their status at NTP2. How does the proposing design builder determine what is needed for completion of these parcels in developing their price proposal? Also, what is the anticipated date of NTP2?	Anticipated date of NTP2 is to coincide with the approval of the D-B Teams PMP and Construction QMP, as well as any other NTP1 tasks (field office etc.). The Department will provide periodic updates on the parcels excluded from the DB's parcel acquisitions services.
142	Vol 2, Book 2, Technical Provisions 7.3.4, Page 112	RFP Vol II Book 2 page 112 outlines the parcels included in the advance acquisition that NHDOT ROW staff will handle prior to award. Parcels 13, 14, 16,29,39,40,62,63,66, 67, 68, 71, 72 and 76 are identified and are not part of the 132 parcels referenced in the FEIS. Can NHDOT provide copies of the appraisal reports and other relevant info from the advance acquisition program for planning purposes?	The list in Section 7.3.4 has been updated. Copies of completed appraisals can be released prior to contract award. These documents shall remain confidential for Design-Build team use only. Coordination for release can be made through each Authorized Representative and the NHDOT's Authorized Representative. Due to the sensitivity of this information and the desire to release it under confidentiality rules, the winning D-B will be provided all remaining appraisal reports and other relevant information from the advance acquisition program after award of the contract.

### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
143	Vol 2, Book 2, Technical Provisions 7.3.4.2, Page 116	Section 7.3.4.2, states that Design Builder shall "Submit a closing packet to NHDOT for review a minimum of 24 hours prior to closing" and provides for the contents of the submittal. Is the intent that NH will review the submittal and provide some form of a "clear to close"? If so, their turnaround time to issue such response should be specified, and it should be prompt in order to maintain the closing schedule.	Section 7.3.4.2 will be revised to require the Contractor to submit the closing packet 2 business days in advance of the closing and that NHDOT will review the submittal and provide "clear to close" by email within 1 business day of closing.
144	ROW - General	NHDOT staff has indicated they sent out info to 175 abutters. Can NHDOT provide the mailing list and contact info on file, so it can be compare to the plans and verified?	A list of property owners as of February 2020 by parcel number will be provided in the RID. This information is being provided for reference only and Proposers shall verify all information.
145	ROW - General	If the design builder changes a planned partial taking to a full taking as part of an ATC, will they still be able to use ED to acquire and quick take to expedite the possession in order to maintain the schedule?	"Eminent Domain can only be used for impacts depicted on the hearing plans or less."
146	Vol 1, Instructions to Proposers 3.5, Page 28	ITP 3.5 notes that NHDOT may provide ATCs from unsuccessful proposers to the selected design builder as a change order. Would this be allowed in the event the provided ATC increases the selected proposers bid to the extent that best value determination would change? Please consider adding/revising language to prevent this scenario.	As specified in Section 3.5, NHDOT may present any ATC's from unsuccessful proposers that have received a stipend payment to the selected Design Build Contractor for incorporation into the Contract after the Contract has been executed. A determination of the best value takes place prior to execution of the Contract. Changes to Contract are not included in the determination of a best value.

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No.	Doc/Section/Page No.	Question/Comment	Department Response
147	Vol 1, Instructions to Proposers 4.3.2, Page 33	This section notes that contact information for the Proposers selected escrow agent should be provided by the date noted in section 1.4, however a date is not specifically noted for this, was the intent to be the same date as Escrowed Proposal Documents (EPDs) due date? Please clarify.	The Procurement schedule will be revised to specify a "Last Date for Submittal of Information Concerning Escrow Agent".
148	Vol 2, Book 1, Design Build Contract, Key Personnel, various sections	Sections 7.4.2, 7.4.6, Appendix 1 (page 17) and Appendix 7 (page 1) have discrepancies in listing who is considered Key Personnel. Please confirm that the Project Manager, Construction Manager, Design Manager, Safety Manager, Quality Control Administrator, Design Quality Control Manager, Construction Quality Manager, Environmental Compliance Manager and ROW Project Administrator should all be included as Key Personnel.	"Appendix 7 - Key Personnel of the Contract has been revised to include the ROW Project Administrator. Appendix 1 has been updated to include all Key Personnel listed in Appendix 7. Sections 7.4.2 and 7.4.6 of the Contract remain unchanged."

### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
149	Vol 2, Book 1, Design Build Contract, Section 7.2.6.d, Page 50. Also Design Build Contract Appendix 1.	<p>Contract Appendix 1 defines Design Firm as 'the qualified Registered Professional Engineer's firm responsible for the design of the project' and later defines Subcontractor as 'any person with whom Design-Builder has entered into any subcontract and any other person with whom any Subcontractor has further subcontracted any part of the work...' which by definition would include the Design Firm, and the Design Firm is thereby bound by section 7.2.6. Part d of section 7.2.6 notes that subcontractors must 'set forth warranties, guaranties and liability provisions of the contracting party in accordance with good commercial practice for work of similar scope and scale'. Requiring the design firm to furnish warranties and guaranties under part d. would not follow good/typical commercial practice for a design firm other than performing in accordance with standard of care (which is defined in part 7.2.6.a). Please clarify that 7.2.6.d does not apply to the Design Firm, but is intended for contractors/trades acting as subcontractors.</p>	<p>Section 7.2.6 Subsection (d) will be revised to state "Set forth warranties, guaranties, OR liability provisions of the contracting party in accordance with good commercial practice for work of similar scope and scale". This will allow for a broader interpretation of standard of care and practice of work.</p>

### Design Build Team's RFP Clarification Request

No.	Doc/Section/Page No.	Question/Comment	Department Response
150	Vol 2, Book 1, Design Build Contract, Section 9.1, Page 58.	Indemnification requirements are described in Contract Section 18, however the first sentence of Section 9.1 states "Design-Builder shall indemnify, and save-harmless the State; adjoining states, cities, or towns; the railroad where operations will affect railroad property; and all of their officers, agents, and employees from and against any and all claims, liabilities, suits, or penalties arising out of (or which may be claimed to arise out of) acts or omissions of the Design-Builder or Subcontractors in the performance of the work covered by the Contract." Please clarify why indemnification is required for adjoining states, cities, towns and railroads. Standard practice is to limit responsibilities to parties with which we have contractual obligations (such as NHDOT) not adjoining entities.	Section 9.1 will be revised to remove the term "adjoining states" for this indemnification clause. This project will include work within the jurisdiction of town roads, and as such indemnification of the towns will be retained. Requirements will remain for the Design-Builder to be responsible for all sub-contractors and for determining within their contract limitations as to any reduced liability they will agree to or not.
151	Vol 2, Book 1, Design Build Contract, Section 11.1.1, Page 69.	Section 11.1.1 part (b) notes 'design errors' in the description of warranties against defects, however 'design errors' are subject to the standard of professional care noted in part (a) rather than as described in part (b). Please revise to describe 'design errors' under part (a) of this section.	Section 11.1.1 of Volume 2, Book 1 - Design Build Contract will be revised to remove the phrase "including design errors" from item (b).