

NON-CONFIDENTIAL DESIGN-BUILD QUESTIONS

Carolina Crossroads Phase 3—I-20/26/126 System Interchanges Design-Build Project - Project ID P039720 - Richland and Lexington Counties

FINAL RFP - ROUND 4

Date Posted: 9/18/2023

Non-Confidential Meeting Date: 8/15/23

							SCDOT	
Question No.	Category	Section	Page / Doc No.	Question/Comment	Discipline	Response	Explanation	
24	Agreement_and_TPs	Agreement	5.16	As drafted, this Utility Allowance does not address Contractor's concerns. The intent in suggesting the Utility Allowance was to mitigate the risk of circumstances related to the Utility Adjustment Work causing unquantifiable time and cost impacts. Customarily, an allowance represents a bucket of money that is acknowledged by the parties as a reasonable estimate of the costs for a given scope of work. That reasonable estimate is, however, subject to adjustment based on overruns. Here, as drafted, the Utility Allowance functions like a Fixed Price agreement without a right to relief if the actual costs exceed the allowance amount. Accordingly, Contractor requests the inclusion of a mechanism to recover costs in the event of overruns not caused by the Contractor.	Legal	Revision	Utility Allowance updated in addendum #10.	
28	Agreement_and_TPs	Agreement	5.16.4.5	Can the Contractor make a claim for Delay Costs in the event of a single delay exceeding 30 days or an aggregate delay exceeding 90 days even if the Utility Allowance has been exhausted?	Legal	Revision	Utility Allowance updated in addendum #10.	
29	Agreement_and_TPs	Agreement	5.16.4.7	May the Contractor recover Extra Work Costs even if the Utility Allowance has been exhausted?	Legal	Revision	Utility Allowance updated in addendum #10.	
30	Agreement_and_TPs	Agreement	5.16.4.13	There should be a mechanism of recovering costs if the actual cost of the Utility Work exceeds the Utility Allowance.	Legal	Revision	Utility Allowance updated in addendum #10.	
31	Agreement_and_TPs	Agreement	5.16.4.17	Contractor requests SCDOT consider some degree of shared savings if the Utility Work is completed under budget.	Legal	Revision	Utility Allowance updated in addendum #10.	
34	Agreement_and_TPs	Agreement	5.16.4.20	There should be a mechanism of recovering costs if the actual cost of the Utility Work exceeds the Utility Allowance.	Legal	Revision	Utility Allowance updated in addendum #10.	
37	Agreement_and_TPs	Agreement	14.4.3	Contractor should be allowed to seek relief for Utility Company Delay to the extent those Delay Costs exceed the Utility Allowance.	Legal	Revision	Utility Allowance updated in addendum #10.	
38	Agreement_and_TPs	Agreement	14.4.4	Contractor should be allowed to seek relief for cost impacts caused by Inaccurate Utility Information to the extent those costs exceed the Utility Allowance.	Legal	Revision	Utility Allowance updated in addendum #10.	

