

**Replacement of SC 41 Bridge over Wando River  
Charleston and Berkeley Counties  
File 8.158B & 10.032100  
Federal Aid Project No. BR88 (079)**

**NOTICE TO PROPOSERS**

December 12, 2013

NOTICE TO PROPOSERS - Enclosed is Addendum #3 to the Request for Proposals (RFP) package for the Replacement of the SC 41 Bridge over the Wando River. The information provided in this notice and the addendum shall be made part of the contract documents.

Addendum #3 is being issued in order to provide clarification and additional information for the project.

This addendum includes the following documents:

- NOTICE TO PROPOSERS
- NOTICE OF RECEIPT
- Pages to be inserted into Request for Proposals

Clarification of Contractors "Builders Risk Insurance" in Agreement

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**NOTICE OF RECEIPT – ADDENDUM #3**

The information in this addendum shall be made part of the contract documents. PROPOSERS are instructed to incorporate the information into the previously provided RFP documents.

PROPOSERS are required to sign this document and enclose it with their Technical Proposal and/or Statement of Intent. Signed receipt of this document by The South Carolina Department of Transportation serves as confirmation that the PROPOSER has received and incorporated Addendum #3 into the contract documents.

**Confirmation Statement:**

I, the PROPOSER confirm that I have received the Addendum #3 package and have incorporated the information provided in the addendum into the contract documents.

\_\_\_\_\_  
PROPOSER's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

For: \_\_\_\_\_  
Design Build Firm Name

The following pages should be inserted into previously provided copies of the RFP and the old page of the same number removed and disregarded. A summary of the pages included follows:

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**Agreement**

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Completion of the Project. Evidence of such insurance shall be provided to SCDOT at the time of the execution of the Agreement.

9. CONTRACTOR shall provide “Builders Risk Insurance” acceptable to the SCDOT in the amount of the Contract Price protecting the respective interests of SCDOT and CONTRACTOR and covering physical loss or damage to the work during construction of the Project. The Builders Risk Insurance shall specifically include coverage for catastrophic sublimits, specifically earthquake, hurricane, tornado, wind and flood coverages. The policy shall name the SCDOT as an additional insured and shall reference the Project by name. The certificate shall also state that the coverage will not be cancelled or reduced without 30 days prior written notice to the SCDOT. This insurance shall apply as primary and noncontributory insurance with respect to any other insurance or self-insurance programs, including any deductibles, afforded to, or maintained by, SCDOT. Verification of additional insured status shall be furnished to SCDOT by including a copy of the endorsement with the Certificate of Insurance. The certificate of insurance and endorsement shall be provided to the SCDOT at the time of execution of this Agreement.

10. After completion of the work, CONTRACTOR shall maintain CGL and commercial umbrella coverage to include liability coverage for damage to insured’s completed work equivalent to that provided under ISO CG 00 01 for three (3) years or for the statute of limitations period for damages, whichever is greater.

## **B. Bonding**

1. CONTRACTOR shall at the time of the execution of this Agreement, provide SCDOT the following bonds:

a) A Performance and Indemnity Bond from a surety or sureties satisfactory to SCDOT. The amount of bond shall be equal to the Contract Price.

b) A Payment Bond from a surety or sureties satisfactory to SCDOT. The amount of bond shall be equal to the Contract Price.

These bonds shall be in accordance with the requirements of S.C. Code Ann. §57-5-1660, (1976 as amended) and S.C. Code Ann. §29-6-250 (2000).

2. CONTRACTOR shall also provide a warranty bond, acceptable to SCDOT, in the amount of Three Million Dollars (\$3,000,000) to cover the warranty obligations of the contract.

## **VII. UTILITIES AND RAILROAD COORDINATION**

**A.** As part of the Project Scope, CONTRACTOR shall have the responsibility of coordinating the Project construction and demolition activities with all utilities that may be affected. CONTRACTOR shall be responsible for the cost of utility coordination as defined herein. If applicable, all temporary relocation costs as well as any other conflict avoidance measures shall be the responsibility of the CONTRACTOR. For those utilities that have prior rights, SCDOT will be responsible for relocation costs as defined by the Federal code. For those utilities where the CONTRACTOR determines that the SCDOT has prior rights, CONTRACTOR may exercise these rights and require the utility company to bear the costs of relocation. If there is a dispute over prior rights, SCDOT shall be responsible for resolving the dispute. SCDOT shall have final determination of the utility’s prior rights.