

Mississippi Department of Transportation (MDOT)

**REQUEST FOR PROPOSALS
ADDENDUM No. 4**

A DESIGN-BUILD PROJECT

Bridge Replacement on US 90
Over St. Louis Bay
Hancock and Harrison Counties, Mississippi

Project No. ER/BR-0003-01(098) 104555/301000 –
US 90 St. Louis Bay Bridge Replacement

January 6, 2006



**Bridge Replacement on US 90
Over St. Louis Bay
Hancock and Harrison Counties, Mississippi
Project No. ER/BR-0003-01(098) 104555/301000 –
US 90 St. Louis Bay Bridge Replacement**

Addendum No. 4 Summary

Item	Document	Partial Description
1	Proposal Checklist	No change, not included.
2	Request for Proposal	No change, not included.
3	Attachment A - Contract	Replace Pgs. 18 - 20c of 43, Attachment A RFP Attachment "C" Addendum 4, RFP Section 905 (Sheet No. 2-3) and RFP Attachment "I" Addendum 4.
4	Exhibit 2a – Roadway Design Criteria	No change, not included.
5	Exhibit 2b – Bridge Design Criteria	No change, not included.
6	Exhibit 3 – Boring Log	No change, not included.
7	Exhibit 4 – Right of Way Plans	No change, not included.
8	Exhibit 5 – MDOT Roadway Design Manual	No change, not included.
9	Exhibit 6 – MDOT Design Standard Drawings	No change, not included.
10	Exhibit 7 – MDOT Pipe Culvert Material Design Manual	No change, not included.
11	Exhibit 8 – MDOT CADD Manual	No change, not included.
12	Exhibit 10 – Vessel Collision Report	No change, not included.
13	Exhibit 11 – Standard Specifications for Road and Bridge Construction, 2004	No change, not included.
14	Exhibit 12 – Special Provisions	No change, not included.
15	Exhibit 13 – MDOT MITCM and SOPs	No change, not included.
16	Exhibit 14 – Federal Aid Project Supplemental Specifications	No change, not included.
17	Exhibit 16 – Project Payment Schedule	No change, not included.
18	Exhibit 17 – Environmental Documents	No change, not included.
19	Exhibit 18 – List of Known Utilities	No change, not included.
20	Exhibit 19 – Review Comment Summary and Resolution Sheet	No change, not included.
21	Exhibit 21 – Example Plans	No change, not included.
22	Exhibit 22 – As-Built Plans	No change, not included.
23	Additional Data	No change, not included.

RFP Attachment A – CONTRACT Section 902

Addendum 4

IV. CONTRACT COMPLETION REQUIREMENTS

A. No Excuse Bonus and Disincentive Dates.

Milestone 1 - Interim Completion Date (Part B)

This Project will utilize A + B + C contract time methodology as a component in determining the lowest Best Value Proposal. The CONTRACTOR shall determine the number of calendar days between the date of the Notice to Proceed/Begin Contract Time and the CONTRACTOR's specified Milestone 1 completion date including the beginning and ending date. The product of the number of calendar days specified to complete the requirements of Milestone 1, as determined by the CONTRACTOR, shall be multiplied by a value of \$100,000 per day. The COMMISSION desires to have two-lane two-way unrestricted travel flow, Milestone 1, no later than May 1, 2007. Milestone 1 has been established as an interim completion date to allow public access and use of at least two lanes of traffic, one in each direction. Milestone 1 shall be defined as the unrestricted use through the Project limits of a minimum cross-section consisting of two (2) twelve-foot (12') travel lanes with six-foot (6') shoulders outside of each travel lane and traffic barriers including signs, striping and other safety features as required by MUTCD (temporary condition) to meet a minimum 45 mph design criteria. Unrestricted use shall mean neither lane closures nor obstructions resulting in less than the two (2) full travel lanes of travel flow will be permitted under any circumstances during the duration of this Project unless specifically directed by the Engineer in writing. Milestone 1 completion date shall be the number of calendar days specified by the CONTRACTOR.

The CONTRACTOR shall be awarded a lump sum value of \$5,000,000 as a No Excuse Bonus for the completion of Milestone 1 requirements on or before the specified number of calendar days for Milestone 1 as submitted in Volume 2. If Milestone 1 is not completed within the CONTRACTOR specified number of calendar days, the CONTRACTOR will be assessed a Disincentive amount of \$100,000 for each calendar day required to complete Milestone 1. **There shall be no maximum disincentive amount.** The Disincentive amount will continue to be assessed until Milestone 1 is completed.

Milestone 2 - Final Completion (Part C)

The CONTRACTOR shall determine the number of calendar days between the date of the Notice to Proceed/Begin Contract Time and the CONTRACTOR's specified Milestone 2 completion date including the beginning and ending date. The product of the number of calendar days specified to complete the requirements of Milestone 2, as determined by the CONTRACTOR, shall be multiplied by a value of \$50,000 per day. Milestone 2 shall be the date that all Work on the Project is completed as documented by the full release of maintenance per Section 105.16.1 of the revised General Provisions as determined solely by the COMMISSION. Milestone 2 has been established as a completion date for all Contract Work, including the demolition of the existing structures, allowing public access and use of the final, ultimate bridge cross-section including lighting (navigational and roadway), local roads completed, striping, aesthetics, traffic devices, signing, permanent erosion control measures and approaches. The CONTRACTOR will

RFP Attachment A – CONTRACT Section 902

Addendum 4

provide the COMMISSION 24-hour advance written notice of request for Partial Project inspection of the completed portion of the Project. COMMISSION will have 48 hours to complete the inspection of the completed portion of the project. If no deficiencies are found, the incentive date will be at the end of the COMMISSION Project inspection. If deficiencies are found during the inspection, the CONTRACTOR will provide the COMMISSION 24-hour advance notice of another request for a Project inspection. A subsequent inspection of the Project will then be performed on the remaining items within a time not to exceed 48 hours.

This process will repeat until the Project is released of maintenance. Milestone 2 completion date shall be the number of calendar days specified by the CONTRACTOR.

B. Failure to complete on time and Liquidated Damage. Time is an essential element of this CONTRACT and it is important that the work be completed within the CONTRACTOR specified time. The cost to the COMMISSION for the administration of the CONTRACT, including engineering, inspection and supervision, will increase proportionally as the time required to complete the work is increased. Therefore, the COMMISSION will assess liquidated damages against the CONTRACTOR for each calendar day beyond the Final Completion Date set forth in this RFP.

The assessment of liquidated damage shall not be considered a penalty; any damages assessed represent a reasonable estimate of fair compensation for the damage of delay that may reasonably be anticipated from the CONTRACTOR's failure to complete the project within the CONTRACTOR specified time constraints.

If the CONTRACTOR fails to complete all items of Work by the CONTRACTOR specified Final Completion Date, Milestone 2, the COMMISSION will assess road user costs (\$50,000/day) and liquidated damages (\$7,950/day) in the amount of \$57,950 **per calendar day** until the date all items of Work are completed.

The liquidated damage assessments provided above shall be deducted by the COMMISSION from monies due the CONTRACTOR, if sufficient monies are available. Otherwise, the CONTRACTOR shall pay to the COMMISSION the liquidated damages assessments. Such payment shall be made to the COMMISSION within 15 days of notice that payment is due.

C. No Excuse Bonus/Disincentives. The lump sum No Excuse Bonus will be paid only if the CONTRACTOR completes the requirements of Milestone 1 within the specified number of calendar days for Milestone 1 as submitted in Volume II and is subject to the conditions set forth below. For purposes of the determination of entitlement to the No Excuse Bonus or the assessment of disincentives, the Milestone 1 completion date specified by the CONTRACTOR will not be adjusted for any reason, cause or circumstance whatsoever, regardless of fault, save and except in the instance of a catastrophic event (e.g., tornado, earthquake, hurricane or declared state of emergency) which occurs through no fault of the CONTRACTOR.

The parties to this Contract anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including but not limited to work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes/revisions or defects, extra work, right-of-way issues, permitting

RFP Attachment A – CONTRACT Section 902

Addendum 4

issues, actions of suppliers, subcontractors or other CONTRACTORS, actions by third parties, shop drawing approval process delays, plan review and approval process delays, weather, special events, holidays, suspension of CONTRACTOR's operations, or other such events, forces or factors sometimes experienced in highway and bridge construction work. Such delays or events and their potential impact on performance by the CONTRACTOR are specifically contemplated and acknowledged by the parties in entering into this Contract and shall not extend the Milestone 1 completion date established by the CONTRACTOR. Further, any and all costs or impacts whatsoever incurred by the CONTRACTOR in accelerating the CONTRACTOR's work to overcome or absorb such delays or event impacts in an effort to complete the Contract by the Milestone 1 completion date, regardless of whether the CONTRACTOR successfully does so or not, shall be the sole responsibility of the CONTRACTOR in every instance.

If a catastrophic event occurs through no fault of the CONTRACTOR (e.g., tornado, earthquake, hurricane or declared state of emergency) directly and substantially affecting the CONTRACTOR's operations on the Contract, the CONTRACTOR shall provide any and all documentation to support their justification to extend the Milestone 1 completion date to the COMMISSION within fourteen (14) calendar days of the event. The COMMISSION will have fourteen (14) calendar days to review the CONTRACTOR's request to extend the Milestone 1 completion date. If the CONTRACTOR and the COMMISSION are unable to reach an agreement, the COMMISSION shall unilaterally determine the number of calendar days to extend the Milestone 1 completion date reasonably necessary and due solely to the catastrophic event and the CONTRACTOR shall have no right whatsoever to contest such determination, save and except that the CONTRACTOR establishes that the number of calendar days determined by the COMMISSION was arbitrary or without any reasonable basis.

The CONTRACTOR shall have no rights under the Contract to make any claim arising out of this No Excuse Bonus/Disincentive provision except as is expressly set forth herein.

As conditions precedent to the CONTRACTOR's entitlement to any No Excuse Bonus the CONTRACTOR must:

- (1) Actually complete the requirements of Milestone 1 as stated in the Contract, as determined by the Engineer, and obtain written verification of completion and acceptance from the Engineer on or before the Milestone 1 completion date.
- (2) The CONTRACTOR shall notify the COMMISSION in writing within thirty (30) calendar days of receiving written verification of completion of Milestone 1 requirements by the Engineer, that the CONTRACTOR elects to be paid the No Excuse Bonus which the CONTRACTOR is eligible to be paid based on the actual Milestone 1 completion date, and such written notice shall constitute full and complete waiver, release and acknowledgement of satisfaction by the CONTRACTOR of any and all claims, causes of action, issues, demands, disputes, matters or controversies, of any nature or kind whatsoever, known or unknown, against the COMMISSION, its employees, officers, agents, representatives, consultants, and their respective employees, officers and representatives, the CONTRACTOR has or may have as to the work performed. Work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility

RFP Attachment A – CONTRACT Section 902

Addendum 4

conflicts, design changes/revisions or defects, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other CONTRACTORS, actions by third parties, shop drawing approval process delays, plan review and approval process delays, weather, special events, holidays, suspension of CONTRACTOR's operations, extended or unabsorbed home office or job site overhead, lost profits, prime mark-up on subcontractor work, acceleration costs, any and all direct and indirect costs, any other adverse impacts, events, conditions, circumstances or potential damages, on or pertaining to, or as to arising out of the Contract. This waiver, release and acknowledgement of satisfaction shall be all-inclusive and absolute, save any change orders, supplemental agreements that may be pending on the CONTRACTOR specified Milestone 1 completion date, which will be resolved within thirty (30) days and prior to the eligible payment to the CONTRACTOR of the No Excuse Bonus.

Should the CONTRACTOR fail to actually complete Milestone 1 requirements and obtain written verification of completion of Milestone 1 from the Engineer on or before the Milestone 1 completion date, or should the CONTRACTOR, having done so, fail to timely request the No Excuse Bonus for any reason, and including but not limited to the CONTRACTOR choosing not to fully waive, release and acknowledge satisfaction as set forth in item (2) above, the CONTRACTOR shall have no right to any payment whatsoever under this provision.

For Milestone 1 requirements, should the No Excuse Bonus/Disincentive provision conflict with any other provision in the Contract, then the Contract shall be interpreted in accordance with this provision.

As to any Contract work provided for herein, the CONTRACTOR will remain responsible for all such work and the continued maintenance thereof until such date as the COMMISSION final accepts all work under the Contract in accordance with the Contract documents and without regard to whether the COMMISSION has provided written verification of completion or not, and without regard to whether any No Excuse Bonus was earned or elected hereunder.

V. QUALITY CONTROL/QUALITY ASSURANCE (QC/QA)

A. Design Quality Control Requirements. The CONTRACTOR shall prepare and submit for MDOT's approval a Design Quality Control Plan (DQCP) for the Work. The DQCP shall contain complete procedures for the implementation of the DQCP. The DQCP shall include the requirements specified below. The DQCP shall be submitted by the date of NTP for COMMISSION review. No design shall commence until the applicable sections of the DQCP have been approved by the COMMISSION.

1. Design Quality Control Manager. The lead design firm in the CONTRACTOR's organization shall employ a Design Quality Control Manager for the Work and shall provide the name, resume, and references for its proposed Design Quality Control Manager to the MDOT for MDOT approval. The Quality Control Manager shall be a professional engineer licensed by the

RFP Attachment A – CONTRACT Section 902

Addendum 4

State of Mississippi with a minimum of 10 years experience in quality management of road and bridge design. The Design Quality Control Manager's responsibilities shall be limited to administering contracts with the independent firms, managing and ensuring CONTRACTOR compliance with the DQCP, and resolution of quality related issues.

2. Documentation. The CONTRACTOR shall maintain records of all independent checking of calculations and independent plan checking performed. These records shall be under the physical control of the Design Quality Control Manager in a form acceptable to the COMMISSION. Bridge design and checking shall be completed in accordance with the COMMISSION's policies.

RFP Attachment "C" Addendum 4

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of total price proposed** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (proposal guarantee bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Proposer acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO.	1	DATED 11/30/2005	ADDENDUM NO.	3	DATED 12/30/2005
ADDENDUM NO.	2	DATED 12/22/2005	ADDENDUM NO.	4	DATED 1/6/2006

- | Number | Description |
|--------|--|
| 1 | See Addendum No. 1 Summary |
| 2 | See Addendum No. 2 Summary |
| 3 | See Addendum No. 3 Summary |
| 4 | Replace signature page RFP Attachment "C" Addendum 1 with this signature page, RFP Attachment "C" Addendum 4 |

TOTAL ADDENDA: 4
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE _____

Contractor

BY _____
Signature

TITLE _____

ADDRESS _____

CITY, STATE, ZIP _____

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of _____

and the names, titles and business addresses of the executives are as follows:

President	Address
Secretary	Address
Treasurer	Address

CONTRACT TIME AND COMPARISON OF BIDS

1. BEGINNING OF CONTRACT TIME February 3, 2006
2. MILESTONE #1 (Total number of calendar days) _____
MILESTONE # 1 COMPLETION DATE (Line 1 + Line 2) _____
B = (Line 2 x \$100,000) _____
3. MILESTONE #2 (Total number of calendar days) _____
MILESTONE # 2 COMPLETION DATE (Line 1 + Line 3) _____
C = ((Line 3-Line 2) x \$50,000) _____

IN THE EVENT OF A DISCREPANCY BETWEEN THE NUMBER OF DAYS SUBMITTED IN VOLUME NO. 1 AND THE NUMBER OF DAYS SUBMITTED IN VOLUME NO. 2, THE NUMBER OF DAYS SUBMITTED IN VOLUME NO. 1 WILL BE THE CONTROLLING NUMBER OF DAYS USED.

IN THE EVENT OF A DISCREPANCY BETWEEN A **MILESTONE COMPLETION DATE** AND **MILESTONE CALENDAR DAYS**, THE MILESTONE CALENDAR DAYS USED TO DETERMINE THE COMPLETION DATE WILL CONTROL AND WILL BE USED BY THE DEPARTMENT TO ESTABLISH THE OFFICIAL COMPLETION DATE.

PROPOSER ACKNOWLEDGES THAT THIS SHEET HAS BEEN CHECKED FOR ACCURACY AND CERTIFIES THAT THE FIGURES SHOWN CONSTITUTE THE OFFICIAL AMOUNT FOR COMPARISON OF BIDS.

PROPOSER'S SIGNATURE

RFP Attachment "I"- Addendum 4

CONTRACTOR'S SCHEDULE CERTIFICATE

State of _____

County of _____

_____, hereinafter denoted as CONTRACTOR, does hereby certify that it has or will obtain, the labor, material and equipment resources needed and shall perform the Work described in the Project Scope on or before the dates specified below:

(As a minimum, each milestone in the Contract must be addressed.)

Further, CONTRACTOR hereby agrees that attainment or non-attainment of the Milestones stated above shall be the measure of performance for No Excuse Bonus payment, disincentive assessment, and/or liquidated damages assessment as provided in the Section 902 Contract (Paragraph IV - p 18, 19).

Witness our signature this the _____ day of _____, 200__

Contractor