



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

March 19, 2010

**Addendum No. 2**

RE: Contract Number: C 202381  
TIP Number: EB-4993  
County: Johnston  
Project Description: Neuse River Greenway from Wake/Johnston County Line to Sam's Branch  
Creek in Johnston County

**April 20, 2010 Letting**

To Whom It May Concern:

Reference is made to the Final Request for Proposals recently furnished to you on the above project. We have since incorporated changes, and have attached a copy of Addendum No. 2 for your information. Please note that all revisions have been highlighted in gray and are as follows:

Both pages of the Table of Contents have been revised. Please void these two pages in your RFP and staple the revised two pages of the Table of Contents thereto.

On page 5, *Execution of Bid, Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification and Submission of Design-Build Proposal* has been revised. Please void Page No. 5 in your proposal and staple the revised Page No. 5 thereto.

On page 143, *Division One – Section 101* has been revised. Please void Page No. 143 in your proposal and staple the revised Page No. 143 thereto.

On page 147 *Division One – Article 102-1* has been added. Please void Page No. 147, 148, 149 and 150 in your proposal and staple the revised Page No. 147, 148, 149 and 150 thereto.

To accommodate the above changes, we have attached revised Bid Bond forms for use by the Design-Build Team. Please include the revised bid bond forms when you submit your Technical Proposal and Price Proposal.

If you have any questions or need additional information, I can be reached by telephone at (919) 250-4124.

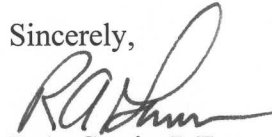
MAILING ADDRESS:  
NC DEPARTMENT OF TRANSPORTATION  
TRANSPORTATION PROGRAM MANAGEMENT  
1595 MAIL SERVICE CENTER  
RALEIGH NC 27699-1595

TELEPHONE: 919-250-4234  
FAX: 919-212-5711

WEBSITE:  
WWW.NCDOT.GOV

LOCATION:  
CENTURY CENTER COMPLEX  
ENTRANCE B-1  
1020 BIRCH RIDGE DRIVE  
RALEIGH NC

Sincerely,



R.A. Garris, P.E.

Contract Officer

RAG/NMH

cc: Mr. Jon Nance, PE  
Ms. Deborah Barbour, PE  
Mr. Victor Barbour, PE (w/)  
Mr. Art McMillan, PE (w/)  
Mr. Ron Hancock, PE (w/)  
Mr. Brad Hibbs (w/3)  
Mr. Phillip Harris, PE  
Mr. Ron Davenport, PE (w/)  
Mr. Derrick Weaver, PE  
Ms. Wendi Johnson, PE (w/2)  
Mr. Chad Coggins  
File (w/)

Mr. Ricky Greene, Jr., PE  
Ms. Anne Gamber PE (Hydraulics)  
Dr. K.J. Kim PE (Geotechnical)  
Dr. Clark Morrison, PE (Pavement)  
Mr. Barney Blackburn, PE (Erosion & Sed. Cont.)  
Ms. Jessica Kuse, PE (TPMU)  
Mr. Brian Hanks, PE (Structures)  
Ms. Marsha Sample (w/)  
Ms. Teresa Bruton, PE (w/4)  
Mr. Ray McIntyre, PE  
TRC Members (w/)

**TABLE OF CONTENTS****COVER SHEET****PROPOSAL SHEETS**

| <b>PROJECT SPECIAL PROVISIONS</b> (GREEN SHEETS)  | <i>PAGE NO.</i> |
|---|-----------------|
| Contract Time and Liquidated Damages .....  | 1               |
| Other Liquidated Damages and Incentives .....   | 1               |
| Progress Schedule .....   | 1               |
| Mobilization .....  | 3               |
| Submittal of Quantities, Fuel Base Index Price and Opt-Out Option .....                           | 3               |
| Execution of Bid, Non-Collusion Affidavit, Debarment Certification & Gift Ban Certification ..... | 5               |
| Submission of Design-Build Proposal .....   | 5               |
| Confidential Questions .....  | 6               |
| Value Analysis .....  | 6               |
| Schedule of Estimated Completion Progress .....   | 7               |
| Revisions to FHWA 1273 Concerning Personal Information on Payroll Submissions .....               | 7               |
| Disadvantaged Business Enterprise .....   | 7               |
| Certification for Federal-Aid Contracts .....   | 18              |
| Required Contract Provisions for ARRA .....   | 18              |
| U. S. Department of Transportation Hotline .....  | 19              |
| Subsurface Information .....  | 20              |
| Cooperation Between Contractors .....   | 20              |
| Bid Documentation .....   | 20              |
| Twelve Month Guarantee .....  | 23              |
| Outsourcing Outside the U.S.A. ....   | 24              |
| SHPO Documentation for Borrow / Waste Sites .....   | 24              |
| Erosion & Sediment Control / Stormwater Certification .....                                       | 25              |
| Procedure for Monitoring Borrow Pit Discharge .....   | 30              |
| Culvert Pipe .....  | 32              |
| Drainage Pipe .....   | 33              |
| Pipe Installation and Pipe Culverts .....   | 34              |
| Price Adjustments for Asphalt Binder .....  | 40              |
| Price Adjustments – Asphalt Concrete Plant Mix .....  | 40              |
| Prefabricated Pedestrian Bridge .....   | 40              |
| Timber Structures .....   | 47              |
| <b>GENERAL</b> (GREEN SHEETS) .....   | 52              |
| <b>SCOPES OF WORK</b> (GREEN SHEETS)  |                 |
| Greenway .....  | 66              |
| Structures .....  | 70              |

Hydraulics .....71  
 Geotechnical Engineering.....72  
 Traffic Management.....76  
 Erosion and Sedimentation Control.....82  
 Environmental Permits.....88

**STANDARD SPECIAL PROVISIONS (YELLOW SHEETS)**

Liability Insurance .....90  
 Plant and Pest Quarantines.....91  
 Contractor Claim Submittal Form .....91  
 Gifts from Vendors and Contractors.....92  
 Embankments.....92  
 Aggregate Subgrade.....93  
 Aggregate Base Course.....93  
 Asphalt Pavements – Superpave.....94  
 Asphalt Binder Content of Asphalt Plant Mixes.....108  
 Street Signs and Markers and Route Markers.....108  
 Steel U-Channel Posts.....109  
 Galvanized High Strength Bolts, Nuts and Washers .....109  
 Aggregate Production .....110  
 Portland Concrete Cement (Alkali-Silica Reaction).....110  
 Concrete Brick and Block Production .....110  
 Engineering Fabrics Table 1056-1.....111  
 Qualification of Welds and Procedures .....111  
 Paint Sampling and Testing .....111  
 Portable Concrete Barrier .....112  
 Changeable Message Signs.....112  
 On-the-Job Training.....112  
 Availability of Funds – Termination of Contracts.....115  
 NCDOT General Seed Specification for Seed Quality.....116  
 Errata.....119  
 Award of Contract.....123  
 Minority and Female Employment Requirements.....124  
 Required Contract Provisions Federal-Aid Construction Contracts.....127  
 General Decision Wages.....137  
 Division One .....141

**PROPOSAL FORMS - ITEMIZED SHEET, ETC.**

Itemized Proposal Sheet (WHITE SHEET)  
 Fuel Usage Factor Chart and Estimate of Quantities (WHITE SHEET)  
 Listing of DBE Subcontractors (YELLOW SHEET)  
 Execution of Bid, Non-Collusion Affidavit, Debarment Certification and Gift Ban  
 Certification (YELLOW SHEETS)  
 Signature Sheet (YELLOW SHEET)

**EXECUTION OF BID, NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION  
AND GIFT BAN CERTIFICATION**

(12/10/09)

DB1 G52

The Proposer's attention is directed to the various sheets in the Request for Proposals which are to be signed by the Proposer. A list of these sheets is shown below. The signature sheets are located behind the Itemized Proposal Sheet in this Request for Proposal. The NCDOT bid bond form is available on-line at: <http://ncdot.org/doh/forms/files/bidbond.pdf> or by contacting the Records and Documents office at 919-250-4124.

1. Applicable Signature Sheets: 1, 2, 3, 4, 5, or 6 (Bid)
2. **Bid Bond dated the day of Technical and Price Proposal submission**

The Proposer shall certify to the best of his knowledge all subcontractors, material suppliers and vendors utilized herein current status concerning suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, in accordance with the "Debarment Certification" located behind the *Execution of Bid Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification* signature sheets in this RFP. Execution of the bid signature sheets in conjunction with any applicable statements concerning exceptions, when such statements have been made on the "Debarment Certification", constitutes the Proposer's certification of "status" under penalty of perjury under the laws of the United States.

**SUBMISSION OF DESIGN-BUILD PROPOSAL**

09/25/09

DB1 G55A

The Proposer's attention is directed that each Proposer's Design-Build Proposal shall comply with the following requirements in order for that Design-Build Proposal to be responsive and considered for award.

1. The Proposer shall be prequalified with the Department prior to submitting a Design-Build Proposal.
2. The Proposer shall deliver the Design-Build Proposal to the place indicated, and prior to the time indicated in this Request for Proposals.
3. The Design-Build Proposal documents shall be signed by an authorized employee of the Proposer.
4. **The Design-Build Proposal shall be accompanied by Bid surety in the form of a Bid bond or Bid, deposit dated the day of Technical and Price Proposal submission.**
5. If Disadvantaged Business Enterprises (DBE) goals are established for this contract, the Proposer shall complete the form Listing of DBE Subcontractors contained elsewhere in this RFP in accordance with the Project Special Provision entitled Disadvantaged Business Enterprises.

**(A) Project Plans:**

Construction drawings prepared, sealed and completed by the Design-Build Team, or as provided by the Department, that contain specific details and dimensions peculiar to the work.

**(B) Working Drawings and Supplemental Drawings:**

Supplemental design sheets, shop drawings, or similar data which the Design-Build Team is required to submit to the Engineer.

**(C) As-Constructed Drawings:**

Final drawings prepared by the Design-Build Team, documenting the details and dimensions of the completed work.

**PRICE PROPOSAL**

The offer of a Proposer, submitted on the prescribed forms, to perform the work and furnish the labor and materials at the price quoted.

**PROPOSAL (OR REQUEST FOR PROPOSALS)**

The paper document provided by the Department that the proposer uses to develop his paper offer to perform the work at designated bid prices.

**PROPOSER**

An individual, partnership, firm, corporation, LLC, or joint venture formally submitting a Technical Proposal and Price Proposal in response to a Request for Proposals.

**RIGHT OF WAY**

The land area shown on the plans as right of way within which the project is to be constructed.

**SCHEDULE OF VALUES**

A schedule of work items necessary to complete work, along with the progress of each work item, primarily for the purpose of partial payments.

**TABLE OF QUANTITIES**

A listing of work items (corresponding to the items in the Trns\*port pay item list) that contributes to a project completion. The table shall include estimated quantities for each work item.

**TECHNICAL PROPOSAL**

A submittal from a proposer, in accordance with requirements of the Request for Proposals, for the purpose of final selection. The Technical Proposal is defined to also include any supplemental information requested by the Department from a proposer prior to opening bids.

9. The Proposer shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
10. The Price Proposal shall be accompanied by a bid bond on the form furnished by the Department or by a bid deposit. The bid bond shall be completely and properly executed in accordance with the requirements of Article 102-11. The bid deposit shall be a certified check or cashier check in accordance with Article 102-11.
11. The Price Proposal shall be placed in a sealed envelope and shall have been delivered to and received by the Department prior to the time specified in the Request for Proposals.

**Page 1-21, Article 102-11, delete the third paragraph and replace with the following:**

No bid will be considered or accepted unless accompanied by one of the foregoing securities. The bid bond shall be executed by a Corporate Surety licensed to do business in North Carolina and the certified check or cashiers check shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation and made payable to the Department of Transportation in an amount of at least 5% of the total amount bid for the contract. The condition of the bid bond or bid deposit is: the Principal shall not withdraw its bid within 75 days after the submittal of the same, and if the Board of Transportation shall award a contract to the Principal, the Principal shall within 14 calendar days after the notice of award is received by him give, payment and performance bonds with good and sufficient surety as required for the faithful performance of the contract and for the protection of all persons supplying labor and materials in the prosecution of the work; in the event of the failure of the Principal to give such payment and performance bonds as required, then the amount of the bid bond shall be immediately paid to the Department as liquidated damages, or, in the case of a bid deposit, the deposit shall be forfeited to the Department.

**Page 1-22, delete Article 102-12 and replace with the following:**

**102-12 DELIVERY OF BIDS**

All Price Proposals shall be placed in a sealed envelope having the name and address of the Proposer, and the statement " Price Proposal for the Design/Build of State Highway Project No. \_\_\_\_\_ in \_\_\_\_\_ County(ies)" on the outside of the envelope. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to the Contract Officer as stated in the Request for Proposals. The outer envelope shall also bear the statement "Price Proposal for the Design/Build of State Highway Project No. \_\_\_\_\_". All Technical Proposals shall be placed in a sealed envelope having the name and address of the Proposer, and the statement "Technical Proposal for the Design/Build of State Highway Project No. \_\_\_\_\_ in \_\_\_\_\_ County(ies)" on the outside of the envelope. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to the Contract Officer as stated in the Request for Proposal. The outer envelope shall also bear the statement "Technical Proposal for the Design/Build of State Highway Project No. \_\_\_\_\_". If delivered in person on or before the due date, the sealed envelope shall be delivered to the office of the Contract Officer as indicated in the Request for Proposals. Price Proposals and Technical Proposals shall be submitted in accordance with the project special provision "Submittal of Proposals" contained elsewhere in this Request for Proposals.

All Price Proposals and Technical Proposals shall be delivered prior to the time specified in the Request for Proposals. Price proposals and Technical Proposals received after such time will not be accepted and will be returned to the Proposer unopened.

**Pages 1-22, delete Article 102-13 and replace with the following:**

**102-13 WITHDRAWAL OR REVISION OF BIDS**

A Design-Build Team will not be permitted to withdraw its Technical and Price Proposals after they have been submitted to the Department, unless allowed under Article 103-3 or unless otherwise approved by the State Highway Administrator.

**Page 1-23, delete Article 102-14 and replace with the following:**

**102-14 RECEIPT AND OPENING OF BIDS**

Price Proposals will be opened and read publicly at the time and place indicated in the Request for Proposals. The scores of the previously conducted evaluation of the Technical Proposals will also be read publicly in accordance with the procedures outlined in the Request for Proposals. Proposers, their authorized agents, and other interested parties are invited to be present.

**Page 1-23, Article 102-15, Replace the 1<sup>st</sup> paragraph with the following:**

**102-15 REJECTION OF BIDS**

Any Price Proposal submitted which fails to comply with any of the requirements of Articles 102-8, 102-10 or 102-11, or with the requirements of the project scope and functional specifications shall be considered irregular and may be rejected. A Price Proposal that does not contain costs for all proposal items shall be considered irregular and may be rejected.

**SECTION 103**  
**AWARD AND EXECUTION OF CONTRACT**

**Page 1-25, delete Article 103-1 and replace with the following:**

**103-1 CONSIDERATION OF PRICE PROPOSALS**

After the Price Proposals are opened and read, they will be tabulated. The Price Proposal and score of the Technical Proposal will be made available in accordance with procedures outlined in the Request for Proposals. In the event of errors, omissions, or discrepancies in the costs, corrections to the Price Proposal will be made in accordance with the provisions of Article 103-2. Such corrected costs will be used to determine the lowest adjusted price.

After the reading of the Price Proposals and technical scores, the Department will calculate the lowest adjusted price as described in the "Selection Procedure" section of the Request for Proposals.

The right is reserved to reject any or all Price Proposals, to waive technicalities, to request the Proposer with the lowest adjusted price to submit an up-to-date financial and operating statement, to advertise for new proposals, or to proceed to do the work otherwise, if in the judgment of the Board, the best interests of the State will be promoted thereby.

**Page 1-26, Subarticle 103-2(A), add items (7) and (8) as follows:**



(7) **Discrepancy in the “Total Amount Bid” and the addition of the “Amount Bid” for each line Item**

In the case of the Total Amount Bid does not equal the summation of each Amount Bid for the line items, the summation of each Amount Bid for the line items shall be deemed to be the correct total for the entire project.

(8) **Omitted Total Amount Bid –Amount Bid Completed**

If the Total Amount Bid is not completed and the Amount Bid for all line items is completed the Total Amount Bid shall be the summation of the Amount Bid for all line items.

**Page 1-29, delete Article 103-6 and replace with the following:**

**103-6 RETURN OF BID BOND OR BID DEPOSIT**

Checks that have been furnished as a bid deposit will be retained until after the contract bonds have been furnished by the successful proposer, at which time Department of Transportation warrants in the equivalent amount of checks that were furnished as a bid deposit will be issued.

Paper bid bonds will be retained by the Department until the contract bonds are furnished by the successful proposer, after which all such bid bonds will be destroyed unless the individual bid bond form contains a note requesting that it be returned to the proposer or the Surety.

**Page 1-30, delete Article 103-9 and replace with the following:**

**103-9 FAILURE TO FURNISH CONTRACT BONDS**

The successful proposer's failure to file acceptable bonds within 14 calendar days after the notice of award is received by him shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract. Award may then be made to the responsible proposer with the next lowest adjusted price or the work may be readvertised and constructed under contract or otherwise, as the Board of Transportation may decide.

**SECTION 104**  
**SCOPE OF WORK**

**Page 1-30, delete Article 104-1 and replace with the following:**

**104-1 INTENT OF CONTRACT**

The intent of the contract is to prescribe the work or improvements that the Design-Build Team undertakes to perform, in full compliance with the contract. In case the method or character of any part of the work is not covered by the contract, this section shall apply. The Design-Build Team shall perform all work in accordance with the contract or as may be modified by written orders, and shall do such special, additional, extra, and incidental work as may be considered necessary to complete the work to the full intent of the contract. Unless otherwise provided elsewhere in the contract, the Design-Build Team shall furnish all implements, machinery, equipment, tools, materials, supplies, transportation, and labor necessary for the design, prosecution and completion of the work.

**Page 1-31, Article 104-3, replace “plans or details of construction” with “contract” in all instances within this Article.**

**Page 1-40, Article 104-10, replace the first paragraph with the following:**

**104-10 MAINTENANCE OF THE PROJECT**

The Design-Build Team shall maintain the project from the date of beginning construction on the project until the project is finally accepted. All existing and constructed guardrail / guiderail within the project limits shall be included in this maintenance. This maintenance shall be continuous and effective and shall be prosecuted with adequate equipment and forces to the end that all work covered by the contract is kept in satisfactory and acceptable conditions at all times. The Design-Build Team shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in accordance with this Article, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.

**Page 1-41, Article 104-10, add the following after the last paragraph:**

The Design-Build Team will not be compensated for performance of weekly inspections and damage reports for the guardrail / guiderail. Other maintenance activities for existing guardrail / guiderail will be handled in accordance with Articles 104-7 and 104-8.

**SECTION 105  
CONTROL OF WORK**

**Pages 1-46, delete Article 105-2 and replace with the following:**

**105-2 PLANS AND WORKING DRAWINGS**

All plans shall be supplemented by such approved working drawings as are necessary to adequately control the work. Working drawings furnished by the Design-Build Team and approved by the Engineer shall consist of such detailed drawings as may be required to adequately control the work. They may include stress sheets, shop drawings, erection drawings, falsework drawings, cofferdam drawings, bending diagrams for reinforcing steel, catalog cuts, or any other supplementary drawings or similar data required of the Design-Build Team. When working drawings are approved by the Engineer, such approval shall not operate to relieve the Design-Build Team of any of his responsibility under the contract for the successful completion of the work.

Changes on shop drawings after approval and/or distribution shall be subject to the approval of the Engineer and he shall be furnished a record of such changes.

**Page 1-47, Article 105-3, add the following after the 3<sup>rd</sup> paragraph:**

The Design-Build Team shall bear all the costs of providing the burden of proof that the nonconforming work is reasonable and adequately addresses the design purpose. The Design-Build Team shall bear all risk for continuing with nonconforming work in question until it is accepted.

The Engineer may impose conditions for acceptance of the nonconforming work. The Design-Build Team shall bear all costs for fulfilling the conditions.

The decisions whether the product satisfies the design purpose, whether the nonconforming work is reasonably acceptable and the conditions for acceptance are at the sole discretion of the Engineer.