



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

May 30, 2017

Addendum No. 1

Contract No.: C204035
WBS Nos.: 45723.3.1 and 45734.3.1
County: Rowan
Project Description: Two (2) Express Design-Build Bridge Replacements in Division 9
RE: Addendum No. 1 to Final RFP

June 6, 2017 Letting

To Whom It May Concern:

Reference is made to the Final Request for Proposals dated May 16, 2017. We have since incorporated changes, and Addendum No. 1 to the Final RFP has been posted to the web address as follows:

https://connect.ncdot.gov/letting/Pages/Design-Build-Letting-Details.aspx?let_id=Express-DB-Yr6-Summer-Div06A

Please note that all revisions have been highlighted in gray and are as follows:

The *Cover Sheet* has been revised. Please void the *Cover Sheet* and replace it with the revised *Cover Sheet*.

The first page of the *Table of Contents* has been revised. Please void the first page in your proposal and replace it with the revised first page.

Page No. 1 of the *Project Special Provisions* has been revised. Please void Page No. 1 in your proposal and replace it with the revised Page No. 1.

Page No. 9 of the *Project Special Provisions* has been revised. Please void Page No. 9 in your proposal and replace it with the revised Page No. 9.

If you have any questions or need additional information, I can be reached by telephone at (919) 707-6900.

Sincerely,

DocuSigned by:

R. E. Davenport, Jr., PE
State Contract Officer

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
CONTRACT STANDARDS
AND DEVELOPMENT
1591 MAIL SERVICE CENTER
RALEIGH, NC 27699-1591

Telephone: (919) 707-6900
Fax: (919) 250-4119
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
1020 BIRCH RIDGE DRIVE
RALEIGH, NC 27610

Express Design-Build Bridge Replacements in Division 9
Distribution of Addendum No. 1 to Final RFP
Page 2

RED:jjl

cc: Mr. Pat Ivey, PE
Mr. Mike Holder, PE
File

Ms. Virginia Mabry
Ms. Teresa Bruton, PE

-- STATE OF NORTH CAROLINA--
DEPARTMENT OF TRANSPORTATION
RALEIGH, N.C.

FINAL REQUEST FOR PROPOSALS



DESIGN-BUILD PROJECT

T.I.P B-5767 & B-5778

May 16, 2017

Includes Addendum No. 1 Dated May 30, 2017



VOID FOR BIDDING

DATE AND TIME OF PRICE PROPOSAL OPENING: **June 6, 2017 AT 2:00 PM**

CONTRACT ID: C204035

WBS ELEMENT NO. 45723.3.1 and 45734.3.1

COUNTIES: Rowan

ROUTE NO. Various

MILES: 0.454 miles

LOCATION: Replacement of 2 Bridges in Rowan County

TYPE OF WORK: DESIGN-BUILD AS SPECIFIED IN THE SCOPE OF WORK
CONTAINED IN THE REQUEST FOR PROPOSALS

NOTICE:

ALL PROPOSERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE PROPOSER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. PROPOSERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE PROPOSER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

5% BID BOND OR BID DEPOSIT REQUIRED

TABLE OF CONTENTS**COVER SHEET****PROPOSAL SHEETS****PROJECT SPECIAL PROVISIONS***PAGE NO.*

Contract Time Incentive and Disincentive	1
Other Liquidated Damages	2
Measurement and Payment	2
Design and Construction Itemization	5
Alternate Lump Sum Bid	5
Mobilization	6
Submittal of Quantities, Fuel Base Index Price and Opt-Out Option	7
Confidential Questions	7
Value Analysis	8
Schedule of Estimated Completion Progress	9
Minority Business Enterprise and Women Business Enterprise	9
Resource Conservation and Environmentally Sustainable Practices	24
Subsurface Information	24
Domestic Steel	24
Twelve Month Guarantee	25
Outsourcing Outside the USA	25
Iran Divestment Act	26
Permanent Vegetation Establishment	26
Erosion & Sediment Control/Storm Water Certification	27
Procedure for Monitoring Borrow Pit Discharge	32
Clearing and Grubbing	34
Pipe Installation	34
Drainage Pipe	34
Price Adjustments for Asphalt Binder	35
Price Adjustments - Asphalt Concrete Plant Mix	35
Asbestos Assessment for Bridge Demolition and Renovation Activities	36
GENERAL	38

SCOPES OF WORK

Roadway	44
Structures	47
Hydraulics Design	50
Geotechnical Engineering	53
Pavement Management	59
Traffic Engineering	60
Environmental Permits	67

***** PROJECT SPECIAL PROVISIONS *******CONTRACT TIME INCENTIVE AND DISINCENTIVE**

07/12/07

DB1 G04A

The date of availability for this contract is **July 17, 2017**, except that the Design-Build Team shall not begin ground disturbing activities, including utility relocations (this does not include permitted investigative borings covered under a Nationwide Permit No. 6) until a meeting is held between the NCDOT, the regulatory agencies and the Design-Build Team.

The Design-Build Team shall not begin ground disturbing activities at any given site, until the applicable permits have been acquired for that site as stipulated in the Environmental Permits Scope of Work contained elsewhere in this Request for Proposals (RFP).

The completion date for this contract is **December 1, 2018**.

It is mutually agreed that time is of the essence in completing this contract and opening same to traffic. It is further mutually agreed a delay in completing this work will result in damage due to increased engineering and inspection costs to the Department of Transportation, great hardship to the general public, public inconvenience, obstruction of traffic, interference with business, and increased cost of maintaining traffic.

By reason of the necessity of expeditious completion of the work included in this contract, and placing and maintaining traffic on same, it is mutually agreed, the Contractor shall receive an incentive payment of **One Thousand Dollars (\$ 1,000.00)** per calendar day for each day prior to **December 1, 2018** that this work is completed. Incentive payment shall be limited to a maximum of **Seventy Five Thousand Dollars (\$ 75,000.00)**. No incentive payment shall be allowed for any calendar day after **December 1, 2018** that this work remains incomplete. This **December 1, 2018** date shall be utilized in determining incentive payments and it shall not be revised for any reason whatsoever. Incentive payment determined to be due the Contractor shall be paid by the Department within forty-five (45) calendar days after completion of all work. No incentive payment shall be allowed if the contract is terminated under the provisions of Article 108-13 of the *2012 Standard Specifications*.

Disincentive of **One Thousand Dollars (\$ 1,000.00)** per calendar day shall be assessed the Contractor for each day beyond **December 1, 2018** for this contract that the work is not completed.

The Engineer shall withhold the disincentives as they accrue from the amount of monies due on work performed in the contract.

When observation periods are required by the special provisions, they are not a part of the work to be completed by the completion date and/or intermediate contract times. Should an observation period extend beyond the final completion date, the acceptable completion of the observation period shall be a part of the work covered by the performance and payment bonds.

(drilled piers versus piles) or a change to the superstructure type is proposed and accepted. Instead, such reduction in foundation depth or bridge length will result in an adjustment in partial payments to the Design-Build Team in accordance with the Project Special Provision entitled "Measurement and Payment." However, as an incentive to the Design-Build Team to provide an economical structural design, the Design-Build Team will be paid a lump sum of 15% of the total partial payment adjustment attributable to the reduced pay item quantities for Foundation Depth and/or Bridge Length, as applicable. Said lump sum payment will be made upon approval of all design submittals, and receipt of all permits and FEMA compliance for a given bridge site. The 15% incentive will not apply to a bridge if the total partial payment adjustments noted above for that bridge are less than \$5,000.00.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS

(9-1-11) (Rev. 3/19/14)

DB1 G58

The Design-Build Team's attention is directed to the Standard Special Provision entitled "Availability of Funds - Termination of Contracts" included elsewhere in this RFP. The Department of Transportation's schedule of estimated completion progress for this project as required by that Standard Special Provision is as follows:

<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2018 (07/01/17 – 06/30/18)	81% of Total Amount Bid
2019 (07/01/18 – 06/30/19)	19% of Total Amount Bid

The Design-Build Team shall also furnish its own progress schedule in accordance with Article 108-2 of the 2012 *Standard Specifications for Roads and Structures*. Any acceleration of the progress as shown by the Design-Build Team's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE

(10-16-07)(Rev. 5-25-16)

EDB1 G066

Description

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

Definitions

Additional MBE/WBE Subcontractors - Any MBE/WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required, unless the additional participation is used for banking purposes.

Committed MBE/WBE Subcontractor - Any MBE/WBE submitted at the time of bid that is being used to meet either the MBE or WBE goal by submission of a Letter of Intent. Or any MBE or WBE used as a replacement for a previously committed MBE or WBE firm.