



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

May 2, 2012

**Addendum No. 1**

Contract No. C 202980  
TIP No. 17BP.10.R.50  
Counties: Anson, Cabarrus, Mecklenburg and Union  
Project Description: Eleven (11) Express Design-Build Bridge Replacements in Division 10

RE: Addendum No. 1 to Final RFP

**May 15, 2012 Letting**

To Whom It May Concern:

Reference is made to the Final Request for Proposals dated April 12, 2012 recently furnished to you on the above project. We have since incorporated changes, and have attached a copy of Addendum No. 1 for your information. Please note that all revisions have been highlighted in gray and are as follows:

Page 42 of the *General* section has been revised. Please void Page 42 in your proposal and staple the revised Page No. 42 thereto.

Page 78 of the *Right of Way Scope of Work* has been revised. Please void Page 78 in your proposal and staple the revised Page No. 78 thereto.

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

Sincerely,

A handwritten signature in black ink, appearing to read "R. A. Garris".

R. A. Garris, P.E.  
State Contract Officer

Attachments  
RAG/cwh

cc: Mr. Victor Barbour, PE  
Mr. Rodger Rochelle, PE  
Ms. Teresa Bruton, PE

Mr. Barry Moose, PE  
Ms. Virginia Mabry

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

TELEPHONE: 919-707-6600  
FAX: 919-212-5711

WEBSITE:  
WWW.NCDOT.GOV

LOCATION:  
CENTURY CENTER COMPLEX  
ENTRANCE B-1  
1020 BIRCH RIDGE DRIVE  
RALEIGH NC 27610

Price Proposal  
Submitted by (Design-Build Team's Name)  
Contract Number C202980  
Project Number 17BP.10.R.50  
Anson, Cabarrus, Mecklenburg and Union Counties  
Replacement of Eleven (11) Bridges

The Price Proposal shall be submitted by returning the Request for Proposals with the item sheet completed, and all required signatures and bonds. Failure to execute the required documents may render the proposal non-responsive.

### **Opening of Price Proposals**

If any of the Price Proposals are considered non-responsive, the State Contract Officer will notify those Design-Build Teams of that fact. For all responsive Price Proposals the State Contract Officer will publicly open the sealed Price Proposals.

At the time and date specified, the State Contract Officer will open the Price Proposals and calculate the percentage difference between the Price Proposals submitted and the Engineer's Estimate. Unless all Proposals are rejected or the Department elects to proceed with the Best and Final Offer process, the Department will recommend to the Secretary of Transportation that the Design-Build Team having the lowest apparent Price Proposal be awarded the contract.

### **Best and Final Offer**

In the event initial Price Proposals exceed an acceptable range of the Engineer's Estimate or if the Department feels it is necessary for any reason the Department may choose to make amendments to the details of the RFP and request a Best and Final Offer from all of the previously short-listed teams. Alternately, the Department may choose to redistribute to the short-listed Design-Build Teams another RFP for the project with no amendments to the RFP.

The Design-Build Teams shall submit a revised Price Proposal at the time, place, and date specified in the Best and Final RFP. This will constitute the Design-Build Team's Best and Final Offer. Award of the project may then be made to the Design-Build Team with the lowest apparent Price Proposal in response to the Best and Final RFP.

### **Stipend**

A stipulated fee of **\$10,000** will be awarded to each short-listed Design-Build Team that provides a responsive, but unsuccessful, Price Proposal. If a contract award is not made, all short-listed Design-Build Teams that provide a responsive Price Proposal shall receive the stipulated fee. Once award is made, or a decision is made not to award, unsuccessful Design Build Teams will be notified of the opportunity to apply for the stipulated fee.

In the event that the Department suspends or discontinues the procurement process prior to the Price Proposal submittal date current at the time of the suspension, no stipulated fee will be paid.

**RIGHT OF WAY SCOPE OF WORK**

It is expected that the Design-Build Team, to the greatest extent practicable, perform construction activities within existing DOT right of way or maintenance limits as applicable. If additional right of way or easements are required, the Design-Build Team shall follow the procedures contained in this scope of work. The Design-Build Team shall be responsible for all right of way staking, supplying iron pins and caps and setting of pins.

No additional contract time will allowed for project designs that require the acquisition of additional ROW or easements.

The Design-Build Team shall employ qualified, competent personnel who are currently **approved by the NCDOT Right of Way Branch**, herein after referred to as the Department, to provide all services necessary to perform all appraisal, appraisal review, negotiation and relocation services required for all right of way and easements, including but not limited to permanent utility easements, necessary for completion of the project in accordance with G.S. 136-28.1 of the General Statutes of North Carolina, as amended, and in accordance with the requirements set forth in the *Uniform Appraisal Standards and General Legal Principles for Highway Right of Way*, the *North Carolina Department of Transportation's Right of Way Manual*, the *North Carolina Department of Transportation's Rules and Regulations for the Use of Right of Way Consultants*, the *Code of Federal Regulations*, and *Chapter 133 of the General Statutes of North Carolina from Section 133-5 through 133-18*, hereby incorporated by reference, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. For a list of firms currently approved, the Design-Build Team should contact Mr. Neal Strickland, in the NCDOT Right of Way Branch, at 919-707-7464. The Design-Build Team shall perform the services as set forth herein and furnish and deliver to the Department reports accompanied by all documents necessary for the settlement of claims and the recordation of deeds, or necessary for condemnation proceedings covering said properties. The Design-Build Team, acting as an agent on behalf of the State of North Carolina shall provide right of way acquisition services for all bridge replacement sites.

**The Design-Build Team shall carry out the responsibilities as follows:**

- With respect to the payments, costs and fees associated with the acquisition of right of way in this contract, the Department will be responsible for only direct payments to property owners for negotiated settlements, recording fees, any relocation benefits, and deposits and fees involved in the filing of condemnation of any claims. The Department will assume responsibility for all costs associated with the litigation of condemned claims, including testimony by the appraiser(s). The Design-Build Team shall be responsible for all other acquisition related payments, costs and fees, including but not limited to attorney fees required for all non-condemnation acquisitions.
- A Department representative will be available to provide technical guidance on right of way acquisition procedures and to make timely decisions on approving relocation benefits and