



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

February 10, 2014

Addendum No. 3

Contract No.: C 203433
TIP No.: I-5110, R-2413A & R-2413B
County: Guilford
Project Description: TIP Nos.: I-5110, R-2413A and R-2413B (Guilford County)
Future I-73 from the existing Joseph M. Bryan Boulevard (SR 2085) /
Airport Parkway interchange to south of US 220 near the Haw River

RE: Addendum No. 3 to Final RFP

March 27, 2014 Letting

To Whom It May Concern:

Reference is made to the Final Request for Proposals with Addendum No. 1 dated January 14, 2014 recently furnished to you on the above project. We have since incorporated changes and have attached a copy of Addendum No. 3. Please note that all revisions have been highlighted in gray and are as follows:

The first and second pages of the *Table of Contents* have been revised. Please void the first and second pages of the *Table of Contents* in your proposal and staple the revised first and second pages of the *Table of Contents* thereto.

Page No. 2 of the *Project Special Provisions* has been revised. Please void Page No. 2 of the *Project Special Provisions* in your proposal and staple the revised Page No. 2 of the *Project Special Provisions* thereto.

Page No. 161 of the *Structures Scope of Work* has been revised. Please void Page No. 161 in your proposal and staple the revised Page No. 161 thereto.

Page Nos. 224 and 225 of the *Right of Way Scope of Work* have been revised. Please void Page Nos. 224 and 225 in your proposal and staple the revised Page Nos. 224 and 225 thereto.

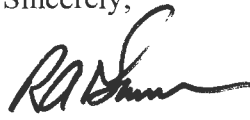
MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
CONTRACT STANDARDS AND DEVELOPMENT UNIT
1591 MAIL SERVICE CENTER
RALEIGH NC 27699-1591

TELEPHONE: 919-707-6900
FAX: 919-250-4119
WEBSITE: WWW.NCDOT.GOV

LOCATION:
CENTURY CENTER COMPLEX
ENTRANCE B-2
1020 BIRCH RIDGE DRIVE
RALEIGH NC

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', with a stylized flourish at the end.

R.A. Garris, PE
State Contract Officer

RAG/kbc

cc: Mike Mills, PE
Rodger Rochelle, PE
Victor Barbour, PE
Teresa Bruton, PE
Lonnie Brooks, PE
File

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The liquidated damages for this Intermediate Contract Time #1 are **Ten Thousand Dollars (\$10,000.00)** per calendar day or any portion thereof.

INTERMEDIATE CONTRACT TIME NUMBER 9 AND LIQUIDATED DAMAGES

(3-22-07)

DB 1 G07

The Design-Build Team shall complete all work to complete construction of the taxiway bridge over I-73; and a temporary operational I-73 roadway connection between the Joseph M. Bryan Boulevard / Airport Parkway interchange and North Regional Road.

The date of availability for this intermediate contract time is the date of availability for this contract.

The completion date for this Intermediate Contract Time #9 is defined as the date proposed in the Technical Proposal by the proposer who is awarded the project. The completion date thus proposed shall not be later than December 31, 2016.

The liquidated damages for this Intermediate Contract Time #9 are **Two Thousand Five Hundred Dollars (\$2,500.00)** per calendar day or any portion thereof.

OTHER LIQUIDATED DAMAGES AND INCENTIVES

(3/22/07) (Rev. 02/14/08)

DB1 G11

Reference the Transportation Management Scope of Work for more information on the following time restrictions and liquidated damages:

Liquidated Damages for Intermediate Contract Time #2 for lane narrowing, lane closure, holiday and special event time restrictions for SR 2085 (Joseph M. Bryan Boulevard), NC 68, and SR 2133 (Pleasant Ridge Road), and SR 1541 (Wendover Ave.), including ramps and loops, are \$1,500.00 per hour or any portion thereof. Liquidated Damages for Intermediate Contract Time #2 for lane narrowing, lane closure, holiday and special event time restrictions for NC 150 (Oak Ridge Rd) are \$500.00 per hour or any portion thereof. Liquidated Damages for Intermediate Contract Time #2 for lane narrowing, lane closure, holiday and special event time restrictions for I-85, I-73, I-40, US 220, and US 421 are \$2500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #3 for road closure time restrictions for installation of girders at SR 2085 (Joseph M. Bryan Boulevard) and NC 68, including ramps and loops, are \$1000.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #4 for road closure time restrictions for other certain construction operations at SR 2085 (Joseph M. Bryan Boulevard) and NC 68, including ramps and loops, are \$1000.00 per 15-minute period or any portion thereof. Liquidated Damages for Intermediate Contract Time #4 for road closure time restrictions for other certain construction operations on I-85, I-73, US 220, and US 421 are \$2500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #5 for road closure time restrictions for SR 2133 (Pleasant Ridge Road), NC 150 (Oak Ridge Road), SR 2127 (Brookbank Road), SR 2128 (Bunch Road), and SR 2269 (Alcorn Road) are \$500.00 per 15-minute period or any portion thereof.

requiring any future design exceptions, except as allowed by the Roadway Scope of Work found elsewhere in this RFP. All bridges over NC 68 shall be designed to accommodate a future six through-lane section, with turn lanes, under the bridge without requiring any future design exceptions, except as allowed for the mainline in the Roadway Scope of Work found elsewhere in this RFP.

A live load rating chart for proposed girders shall be included with the highway bridge plans and shall state design assumptions and methodology used in the load rating calculations. The load rating shall be in accordance with the NCDOT *Structures Management Unit Manual* (including policy memos) and *AASHTO's Manual for Bridge Evaluation*.

The following will not be permitted on the project:

- Cored slab, box beam, fracture critical, cast-in-place deck slab and integral deck/girder bridges
- Precast barrier rails
- Empirical method for deck design.
- Precast Culverts
- Interior pile bents for grade separations.
- Monotube or cantilever DMS (if required on project) support structures.
- Attachment of sign structures to bridges.
- Bridge attachments (e.g. ITS conduit, waterlines) in the overhang of bridge structures
- Casting of conduit in the bridge deck or barrier rail for roadway bridges

General

The Design-Build Team's primary design firm shall be on the Highway Design Branch list of firms qualified for structure design and maintain an office in North Carolina.

Design shall be in accordance with the latest edition of the *AASHTO LRFD Bridge Design Specifications* (with exceptions noted in the NCDOT *Structures Management Unit Manual*), NCDOT LRFD Driven Pile Foundation Design Policy, NCDOT *Structures Management Unit Manual* (including policy memos) and NCDOT Bridge Policy Manual except as noted otherwise elsewhere in this RFP.

Reinforced concrete box culvert designs shall be in accordance with the latest edition of the *AASHTO LRFD Bridge Design Specifications*.

Construction and materials shall be in accordance with 2012 NCDOT *Standard Specifications for Roads and Structures*, NCDOT Structures Management Unit Project Special Provisions and NCDOT Structures Management Unit Standard Drawings.

Alternate designs, details or construction practices (such as those employed by other states, but not standard practice in NC) are subject to Department review and approval, and will be evaluated on a case by case basis.

RIGHT OF WAY SCOPE OF WORK (2-10-14)

**** NOTE ** Prior to negotiating property acquisition with property owners, the Design-Build Team shall meet with the appropriate NCDOT Location and Surveys, Right of Way and Transportation Program Management personnel.**

R-2413A & B

As shown on the R-2413A and R-2413B Right of Way Plans provided by the Department, the NCDOT anticipates acquiring all right of way, easements and control of access by the dates noted below. In the event additional right of way, easements and / or control of access are needed to construct the project beyond that which is shown on the aforementioned Right of Way Plans, the Design-Build Team shall acquire the additional right of way, easement and / or control of access in accordance with the provisions of this scope of work.

The cost of the right of way, easement and control of access, as shown on the R-2413A and R-2413B Right of Way Plans provided by the Department, will be borne by the Department. The cost of both the acquisition services and the actual cost of any additional right of way, easement and / or control of access as required by the Design-Build Team's design or construction methods (including all erosion control measures), beyond that shown on the aforementioned Right of Way Plans, shall be the responsibility of the Design-Build Team. The following exception applies to this paragraph:

If the Design-Build Team demonstrates to the Department's satisfaction that the project cannot be constructed, or utilities relocated / constructed, within the right of way, easements and / or control of access as shown on the R-2413A and R-2413B Right of Way Plans provided by the Department, the Department will bear the cost for the portion of the additional right of way, easement and / or control of access that is satisfactorily demonstrated by the Design-Build Team as needed to construct the facility. All acquisition services costs will remain the responsibility of the Design-Build Team.

Excluding the R-2413A parcels noted below, the Department has acquired the right of way, easement or control of access for all the R-2413A parcels:

Parcel Nos. 22, 25, 26, 28, 28A and 74

The Department anticipates completing the R-2413A right of way, easement and control of access acquisition for the following parcels by March 1, 2014:

Parcel Nos. 28, 28A

For the parcels noted below, the Department has acquired a right of entry which will expire two years after the final project completion. The aforementioned right of entry allows the Design-Build Team to access only the proposed right of way shown on the R/W Acquisition Exhibit for the Greenlea 68 Land, LLC property developed by CPT Engineering and Surveying, Inc. dated September 18, 2012 and revised November 4, 2013, December 9, 2013 and December 19, 2013 (Electronic File acad-828-07_BOUNDARY_SOUTH_02—15-13_12-19-13_EXHIBIT 823-07_BOUNDARY_SOUTH_S.Johnson_12-19-13.pdf provided by the Department) The Department will complete the right of way, easement and control of access acquisition for these parcels within **ninety** days of receiving written notification that the right of way revisions developed by the Design-Build Team for the Service Road -Y1C- design revisions have been

approved. (Reference the Roadway Scope of Work found elsewhere in this RFP)

Parcel Nos. 22, 25, 26

For the parcel noted below, the Department anticipates obtaining a right of entry by April 15, 2014 which will expire two years after the final project completion. The aforementioned right of entry will allow the Design-Build Team to access only the proposed right of way shown on the preliminary roadway plans provided by the Department.

Parcel No. 74

Excluding the R-2413B parcels noted below, the Department has acquired the right of way, easement and control of access for all the R-2413B parcels. The Department anticipates completing the R-2413B right of way, easement and control of access acquisition for the following parcels by April 15, 2014.

Parcel Nos. 8, 9, 10, 11Z, 12, 15-19, 21, 22, 24, 24A, 26

I-5110

Through the Advance Acquisition Process, the Department has acquired Parcel No. 950 and anticipates acquiring the following I-5110 parcels, as total takes, by project Award; or will file condemnation claims upon project Award, if necessary:

Parcel Nos. 970 and 975

In accordance with the provisions of this Scope of Work, the Design-Build Team shall acquire right of way, easement and control of access for all other I-5110 parcels.

R-2413A & B and I-5110

For all right of way, easements and / or control of access acquisitions required by the Design-Build Team's design, including all design revisions required by this RFP, and / or construction methods, the Design-Build Team shall carry out the following responsibilities:

- The Design-Build Team shall employ qualified, competent personnel who are currently **approved by the NCDOT Right of Way Branch**, to provide all services necessary to perform all appraisal (except appraisal reviews and updated appraisals required solely for condemned parcels), negotiation and relocation services required for all right of way, easements and control of access, 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 by the Department, the Design-Build Team should contract Mr. Neal Srickland, in the NCDOT Right of Way Branch, at 919-707-4364. 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