



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY  
GOVERNOR

ANTHONY J. TATA  
SECRETARY

July 10, 2014

**Addendum No. 1**

Contract No.: C 203573  
Project: 17BP.13.R.151  
Counties: Buncombe, Madison, and Mitchell  
Project Description: Eleven (11) Express Design-Build Bridge Replacement Projects in Division 13  
RE: Addendum No. 1 to Final RFP

**July 15, 2014 Letting**

To Whom It May Concern:

Reference is made to the Final Request for Proposals dated June 10, 2014 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:

The *Table of Contents* has been revised. Please void the *Table of Contents* in your proposal and staple the revised *Table of Contents* thereto.

Page Nos. 1 through 3 of the *Project Special Provisions* have been revised. Please void Page Nos. 1 through 3 in your proposal and staple the revised Page Nos. 1 through 3 thereto.

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

Sincerely,

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

RAG/rce

**Attachments**

cc: Mr. Rodger Rochelle, PE  
Mr. Jay Swain, Jr., PE

Ms. Virginia Mabry  
Ms. Teresa Bruton, PE

**MAILING ADDRESS:**  
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CONTRACT STANDARDS AND DEVELOPMENT UNIT  
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**WEBSITE:**  
[WWW.NCDOT.ORG](http://WWW.NCDOT.ORG)

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

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**\*\*\* PROJECT SPECIAL PROVISIONS \*\*\***

**CONTRACT TIME AND LIQUIDATED DAMAGES**

07/12/07

DB1 G04A

The date of availability for this contract is August 25, 2014, 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 November 1, 2017.

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.

The liquidated damages for this contract are **One Thousand Five Hundred Dollars (\$1,500.00)** per calendar day.

**INTERMEDIATE CONTRACT TIME NUMBER 1 – 10 and 12 AND LIQUIDATED DAMAGES**

(3-22-07)

DB G07

Intermediate Contract Times #1 and # 2 are for the duration of road closure to complete all work per bridge site, including but not limited to the construction of all bridge, approach roadway and approach slab components, without the need for subsequent lane closures. Liquidated Damages for Intermediate Contract Times #1 and #2 are listed in the Table below.

<b>ICT Number</b>	<b>County</b>	<b>Str #</b>	<b>Route</b>	<b>Intermediate Contract Time (calendar days)</b>	<b>Liquidated Damages</b>
1	Buncombe	100012	SR1607	120	\$600
2	Madison	560001	SR1547	150	\$600

The Department will allow a maximum of five days of additional lane closure at for bridge listed above to solely address punch list items identified by the Engineer. The additional five days are not included in ICT #1 and #2, and not subject to associated liquidated damages. As approved by the Engineer, lane closures will also be allowed for geotechnical borings and the relocation of utilities prior to the road closure at each bridge site, and therefore are not included in the ICT #1 and #2, and not subject to associated liquidated damages. Lane closures for any other reason required by the Design-Build Team will be considered road closure.

Intermediate Contract Times #3 through #8 and 10 are for the completion of all work at Bridge Nos. 100371, 100676 and 100677 combined, 560076, 560231, 600005, 600031, and 600163, including, but not limited to, the construction of all bridge, roadway, and approach slab components, without the need for subsequent lane closures.

Intermediate Contract Time #9 is for the completion of all work as noted immediately above excluding the demolition and removal of existing Bridge Nos. 600042 and 600213 and the existing roadway without the need for subsequent lane closures. Intermediate Contract Time #12 is for the demolition and removal of existing Bridge Nos. 600042 and 600213. The date of availability of Intermediate Contract Time #12 is the day after traffic has shifted to the new alignment. Liquidated Damages for Intermediate Contract Times #3 through #10 and #12 are listed in the Table below.

ICT Number	County	Str #	Route	Intermediate Contract Time (calendar days)	Liquidated Damages
3	Buncombe	100371	SR 1394	210	\$600
4	Buncombe	100676/100677	SR 1397	240	\$600
5	Madison	560076	SR 1318	390	\$600
6	Madison	560231	SR 1349	210	\$600
7	Mitchell	600005	SR 1349	390	\$600
8	Mitchell	600031	NC 226	210	\$500
9	Mitchell	600042	SR 1197	180	\$750
10	Mitchell	600163	SR 1339	150	\$500
12	Mitchell	600042	SR 1197	240	\$200

The date of availability for Intermediate Contract Times #1 through 10 shall be defined in writing by the Design-Build Team to the Engineer a minimum of 30 days prior to road closure (or 30 days prior to beginning construction at Bridge Nos. 100371, 100676, 100677, 560076, 560231, 600005, 600031, 600042, and 600163). The date of availability for Intermediate Contract Times #1 through #10 shall in no case occur before the receipt of all permits for each given bridge site required by the Environmental Permits Scope of Work.

### **OTHER LIQUIDATED DAMAGES**

Reference the Traffic Engineering Scope of Work for more information regarding the following ICT and associated liquidated damages:

**Liquidated Damages for Intermediate Contract Times #11 for road closure for certain construction operations at Bridge Nos. 100371, 100676, 100677, 560076, 560231, 600005, 600031, and 600163, are \$100 per 15 minute period or any portion thereof.**

### **MEASUREMENT AND PAYMENT**

This “Measurement and Payment” Project Special Provision does not apply to bridges for which the Design-Build Team has elected to forego the unit price bid approach and instead has elected to submit an alternate lump sum bid for the design and construction of a bridge. Reference the “Alternate Lump Sum Bid” Project Special Provision.

Reference is made to the following pay items listed per bridge site on the Itemized Proposal Sheet:

**Bridge Length (LF):** *Bridge Length* will be measured from fill face to fill face and paid in units of linear feet as measured along the centerline of the bridge of actual bridge length constructed. Work will include all materials, labor, and equipment to construct the superstructure portion of the bridge as taken from the bottom of the superstructure to the top of the bridge rail, excluding asphalt wearing surface. This work does not include bearing devices, anchors bolts or other such connection.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Bridge Length	Linear Feet

**Foundation Length (LF):** *Foundation Length* will be measured from the elevation at the top of the piles (at end bents) or columns atop drilled piers (at interior bents) to the average pile or drilled pier tip elevation actually installed at a given end bent or interior bent and will be paid for in units of linear feet. The final foundation pay length per bent or end bent will be determined by dividing the total pile or column plus drilled shaft lengths measured as defined above by the total number of piles or drilled shafts per bent or end bent. Work will include all materials, labor, and equipment to install and construct the foundations, including pile auguring as necessary, regardless of the number of piles or columns/drilled piers per bent, including that portion of the piles or columns/drilled piers that extend into the end bent or interior bent cap. In the event that additional interior bents are required beyond that specified in the Structures Scope of work, the unit price bid for linear feet of Foundation Length for the closest interior bent will be used to compensate for the additional length of columns/drilled piers.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Average Foundation Length at End Bent #1	Linear Feet
Average Foundation Length at Bent # ____	Linear Feet
Average Foundation Length at End Bent #2	Linear Feet

**Interior Bent Caps (Each):** *Interior Bent Caps* will be measured and paid for by each. Work will include all material, labor, and equipment to construct each interior bent cap, including the necessary bearing devices, anchors bolts or other such connection.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
Interior Bent Caps	Each

**End Bents (Each):** *End Bents* will be measured and paid for by each. Work will include all material, labor, and equipment to construct each end bent, including the necessary bearing devices, anchors bolts or other such connection, and wing walls. This work will also include all material, labor, and equipment to construct a cast-in-place vertical abutments or sheet piles, including the necessary foundation, at the sites specified in the Structures Scope of Work.

Payment will be made under:

<b>Pay Item</b>	<b>Pay Unit</b>
End Bents	Each