



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

June 12, 2019

Addendum No. 2

Contract No.: C204405
WBS #: 48207.3.1
Counties: Madison
Project Description: Four (4) Express Design-Build Bridge Replacements in Division 13, Set C

RE: Addendum No. 2 to Final RFP

July 16, 2019 Letting

To Whom It May Concern:

Reference is made to the Final Request for Proposals dated April 23, 2019. We have since incorporated changes, and Addendum No. 2 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-Yr8-Spring-Div13C

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* and replace it with the revised *Table of Contents*.

Page Nos. 9-10 of the *Project Special Provisions* has been revised. Please void Page Nos. 9-10 and replace it with the revised Page Nos. 9-10.

Page No. 47 of the *General* has been revised. Please void Page No. 47 and replace it with the revised Page No. 47.

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

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Four (4) Express Design-Build Bridge Replacements in Division 13, Set C
Distribution of Final RFP
Page 2

If you have any questions or need additional information, I can be reached by telephone at (919) 707-6930.

Sincerely,

DocuSigned by:
Ronald E. Davenport, Jr.
F81B6038A47A442...

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

RED:jse

Cc: Mr. Mark Gibbs, PE
Mr. Christopher Werner, PE
Ms. Teresa Bruton, PE

Ms. Virginia Mabry
File

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PROPOSAL FORMS

Itemized Proposal Sheet

Landscape and Erosion Control Plan

The erosion control plan will be designed and implemented to prevent visible sediment, as defined by NC DENR regulations, from reaching any defined stream channel.

Conform to, but not be limited to, the following Landscape and Erosion Control Plan.

- (A) Prevent visible sediment from entering any stream channel. If an erosion control practice must be sited in a channel, it shall stop further down-channel transport of visible sediment.
- (B) Bear responsibility for the prevention and control of soil erosion and gullyng on the right of way and lands adjacent thereto resulting from the construction or maintenance of the road. Revegetate with grass (not Love Grass) or herbaceous plants all ground where the soil has been exposed. Accomplish revegetation within 20 working days following final grading.
- (C) Round the ends of cut sections and the tops of back slopes.
- (D) Vegetate all front and back slopes by liming, fertilizing, mulching and seeding; including any waste area. Mulch critical areas if they are to be exposed greater than 5 working days of probable inclement weather during seasons when seeding is impracticable. Critical areas include all bare soils within 100 feet (slope distance) of perennial and intermittent streams. Mulch these as soon as practical and after final seeding.
- (E) Maintain all erosion control practices in a timely manner to prevent visible sediment from entering any stream channel, until such time that the final revegetation stabilizes the site and prevents erosion and off-site movement of sediment.

SUBMITTAL OF QUANTITIES, FUEL BASE INDEX PRICE AND OPT-OUT OPTION

(1/23/14) EDB

EDB1 G43

(A) Submittal of Quantities

Submit quantities on the *Fuel Usage Factor Chart and Estimate of Quantities* sheet that is located in the electronic bidding file.

The Design-Build Team shall prepare an Estimate of Quantities that they anticipate incorporating into the completed project and upon which the Price Proposal was based. The quantity breakdown shall include all items of work that appear in the *Fuel Usage Factor Chart and Estimate of Quantities* sheet. Only those items of work which are specifically noted in the Fuel Usage Factor Chart will be subject to fuel price adjustments. Fuel price adjustments will not apply to changes in these quantities resulting from a supplemental agreement.

(B) Base Index Price

The Design-Build Team's Estimate of Quantities will be used on the various partial payment estimates to determine fuel price adjustments. The Design-Build Team shall submit a payment request for quantities of work completed based on the work completed for that estimate period. The quantities requested for partial payment shall be reflective of the work actually accomplished for the specified period. The Design-Build Team shall certify that the quantities are reasonable for the specified period. The base index price for DIESEL #2 FUEL is **\$2.189** per gallon.

(C) Opt Out of Fuel Price Adjustment

If the Design-Build Team elects not to pursue reimbursement for Fuel Price Adjustments, a quantity of zero shall be entered for all quantities in the *Fuel Usage Factor Chart and Estimate of Quantities* and the declination box shall be checked. Failure to complete this form will mean that the Design-Build Team is declining the Fuel Price Adjustments for this project.

(D) Change Option

The proposer will not be permitted to change the option after the time of Price Proposal opening.

CONFIDENTIAL QUESTIONS

(1-5-07)

DB1 G56B

The Design-Build Team will be permitted to ask confidential questions of the Department, which neither the question nor answer will be shared with other proposing teams. For the purpose of this provision, "confidential question" is defined as a private inquiry containing information whose disclosure could alert others to certain details of doing business in a particular manner. The Department will determine if the question is considered a confidential question.

- I. Confidential questions arising prior to issuance of the Final Request for Proposals will be allowed at the External RFP review with the individual teams.

The Department will answer the confidential question verbally at the meeting if possible. If not answered verbally during the meeting, the Department will answer the confidential question by subtle changes in the Final Request for Proposals, which will clarify the scope by either allowing or disallowing the request. The revision will be made in such a manner as to not disclose the confidential question.

- II. After the issuance of the Final Request for Proposals, confidential questions may be asked by requesting a meeting with the Contract Officer. The request shall be in writing and provide sufficient detail to evaluate the magnitude of the request. Questions shall be of such magnitude as to warrant a special meeting. Minor questions will not be acknowledged or answered.

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation.

Failure to comply with the terms stated above in this section shall be grounds for termination of this contract and/or not being considered for selection of work on future contracts for a period of one year.

SUBMITTAL OF PRICE PROPOSALS

Price Proposals shall be submitted electronically in accordance with Articles 102-8(B) in the Standard Specifications for Roads and Structures. **No Price Proposals will be received after 2:00 p.m. Local Time on July 16, 2019.**

A Bid Bond or Bid Deposit in the amount of 5% of the Total Amount Bid will be required. The Bidder shall submit an electronic Bid Bond with each electronic bid submittal unless he elects to furnish a Bid Deposit to the address shown below:

Mr. Ronald E. Davenport, Jr., PE
Contract Standards and Development
1020 Birch Ridge Drive
Century Center Complex- Building B
Raleigh, NC 27610

Opening of Price Proposals

At the time and date specified, the State Contract Officer will open and read the Price Proposals and calculate the percentage difference between the Price Proposals submitted and the Engineer's Estimate.

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 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 **\$4,000.00** 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