



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

July 29, 2019

Addendum No. 1

Contract No.: C204406
WBS #: 48209.3.1
Counties: Buncombe, Burke, McDowell, Mitchell
Project Description: Four (4) Express Design-Build Bridge Replacements in Division 13, Set D

RE: Addendum No. 1 to Final RFP

August 20, 2019 Letting

To Whom It May Concern:

Reference is made to the Final Request for Proposals dated May 14, 2019. 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-Yr8-Spring-Div13C

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 *Table of Contents* has been revised. Please void the *Table of Contents* and replace it with the revised *Table of Contents*.

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

Page No. 7-10 of the *Project Special Provisions* has been revised. Please void Page No. 7-10 and replace it with the revised Page No. 7-10.

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

Addendum No. 1 July 29, 2019
Four (4) Express Design-Build Bridge Replacements in Division 13, Set D
Distribution of Final RFP
Page 2

Page No. 34 of the *Project Special Provisions* has been revised. Please void Page No. 34 and replace it with the revised Page No. 34.

Page No. 45 of the *General* has been revised. Please void Page No. 45 and replace with the revised Page No. 45.

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

Sincerely,

DocuSigned by:

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

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

FINAL REQUEST FOR PROPOSALS



DESIGN-BUILD PROJECT

TIP B-6014

May 14, 2019



Including Addendum No. 1 Dated July 29, 2019

VOID FOR BIDDING

DATE AND TIME OF PRICE PROPOSAL OPENING: **August 20, 2019 AT 2:00 PM**

CONTRACT ID: C204406

WBS ELEMENT NO.: 48209.3.1

FEDERAL-AID NO.: BRZ-1781(001)

COUNTIES: Buncombe, Burke, McDowell and Mitchell Counties

ROUTE NO. Various

MILES: 0.281 miles

LOCATION: Replacement of Four Bridges in Buncombe, Burke, McDowell and Mitchell Counties

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

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PROPOSAL FORMS

Itemized Proposal Sheet

***** PROJECT SPECIAL PROVISIONS *******CONTRACT TIME AND LIQUIDATED DAMAGES**

07/12/07

DB1 G04A

The date of availability for this contract is **September 30, 2019**, 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 in jurisdictional areas until the applicable permits have been acquired 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 15, 2021.

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 Dollars (\$1000.00)** per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 - 4 AND LIQUIDATED DAMAGES

(3-22-07)

DB G07

Intermediate Contract Times #1 through #4 are for the completion of 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 through #4 are listed in the table below:

ICT Number	County	Str #	Route	Intermediate Contract Time (calendar days)	Liquidated Damages
1	Buncombe	100142	SR 2027	210	\$600
2	Burke	110145	SR 1430	150	\$600
3	McDowell	580312	SR 1781	180	\$600
4	Mitchell	600207	SR 1106	210	\$600

The Department will allow a maximum of five days of additional lane closure per site to solely address punch list items identified by the Engineer. The additional five days are not included in ICT #1 through #4, 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 ICT #1

To forego this option, the Design-Build Team shall enter a unit cost and amount for each of the specific unit price and lump sum items for the bridge site and the amount for the Alternate Lump Sum Bid for Bridge #_____ shall be left blank.

Payment will be made under:

Pay Item	Pay Unit
Alternate Lump Sum Bid for Bridge #_____	Lump Sum

MOBILIZATION

(8-28-17)

DB1 G15A

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

Page 8-1, Subarticle 800-2, MEASUREMENT AND PAYMENT

Delete this subarticle in its entirety and replace with the following:

800-2 MEASUREMENT AND PAYMENT

Ten percent of the “Total Amount of Bid for Entire Project” shall be considered the lump sum amount for Mobilization. Partial payments for Mobilization will be made beginning with the first partial pay estimate paid on the contract. Payment will be made at the rate of 40 percent of the lump sum amount calculated for Mobilization. The remaining 60 percent will be paid with the second partial pay.

SEQUENCE AND SCHEDULE RESTRICTIONS

The Design-Build Team first priority bridge replacements shall be Bridge Nos. 100142 and 110145 to the greatest extent possible.

The Design-Build Team shall not perform in-water work or land disturbance within a 25-foot wide buffer zone between October 15 and April 15 at Bridge No. 100142. Reference Environmental Permits Scope of Work.

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 \$ 1.952 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.

After evaluation, the Contract Officer will respond to the question in writing to the Design-Build Team only. Other teams will not be notified of the question or answer.

VALUE ANALYSIS

(9-1-11)

EDB1 G57

Value Engineering Proposals, as specified in Article 104-12 of the 2018 *Standard Specifications for Roads and Structures*, and as modified in the Standard Special Provision entitled “Value Engineering Proposals” will be accepted. Only proposals, which alter the requirements of the RFP issued by the Department, will be considered as Value Engineering Proposals.

To minimize re-design efforts and costs, the Design-Build Team is encouraged to submit Preliminary Value Engineering Proposals that provide an estimate of cost or time savings, span layout, span lengths, foundation types, or other such general information and how they differ from that specified in this RFP. Therefore, full design packages for the proposed structure and that for the structure specified in this RFP are not required, but enough detail should be provided to clearly show the cost of both options (excluding design cost).

The \$10,000 threshold for consideration of a Value Engineering Proposal, as specified in Article 104-12 applies.

Value Engineering Proposals will not be required or allowed for the sole purposes of reducing the depth of foundations or to shorten the bridge length unless a change to the foundation type (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. 8/31/17)

DB1 G58

The Design-Build Team's attention is directed to the *Availability of Funds - Termination of Contracts* Standard Special Provision found 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>
2020 (07/01/19 – 06/30/20)	48% of Total Amount Bid

2021 (07/01/20 – 06/30/21)

43% of Total Amount Bid

2022 (07/01/21 – 06/30/22)

9% of Total Amount Bid

The Design-Build Team shall also furnish its own progress schedule in accordance with Article 108-2 of the 2018 *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.

DISADVANTAGED BUSINESS ENTERPRISE

(12-1-13)(Rev. 3-8-16)

DB1 G061

Description

The purpose of this Special Provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

Definitions

Additional DBE Subcontractors - Any DBE submitted at the time of bid that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

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

Contract Goal Requirement - The approved DBE participation at time of award, but not greater than the advertised contract goal.

DBE Goal - A portion of the total contract, expressed as a percentage that is to be performed by committed DBE subcontractor.

Disadvantaged Business Enterprise (DBE) - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

Goal Confirmation Letter - Written documentation from the Department to the Proposer confirming the Design-Build Team's approved, committed DBE participation along with a listing of the committed DBE firms.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Design-Build Team.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution

Storm drain system pipes shall be Reinforced Concrete Pipe, Corrugated Polyethylene Pipe (HDPE Pipe) or Polyvinyl-Chloride Pipe (PVC Pipe).

PRICE ADJUSTMENTS FOR ASPHALT BINDER

(9-1-11) (Rev. 9-8-17)

DB6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the 2018 *Standard Specifications for Roads and Structures*.

When it is determined that the monthly selling price of asphalt binder on the first business day of the calendar month during which the last day of the partial payment period occurs varies either upward or downward from the Base Price Index, the partial payment for that period will be adjusted. The partial payment will be adjusted by adding the difference (+ or -) of the base price index subtracted from the monthly selling price multiplied by the total theoretical quantity of asphalt binder authorized for use in the plant mix placed during the partial payment period involved.

The base price index for asphalt binder for plant mix is **\$ 532.92** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **July 1, 2019**.

PRICE ADJUSTMENTS - ASPHALT CONCRETE PLANT MIX

(9-1-11) (Rev. 9-8-17)

DB6 R26

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

Page 6-15, Article 609-11 and Page 6-31, Article 610-14

Add the following paragraph before the first paragraph:

The "Asphalt Price" used to calculate any price adjustments set forth in this section shall be \$40.00 per theoretical ton. This price shall apply for all mix types.

TEMPORARY PORTABLE TRAFFIC SIGNAL SYSTEM

Furnish, install, place in operation, repair, maintain, relocate, and remove temporary portable traffic signal system. Comply with the provisions of Section 1700 of the 2018 *Standard Specifications for Roads and Structures*.

Materials

Provide a complete temporary portable traffic signal system. Design the system for operation both with and without an external power source. Furnish two signal control trailer with two vehicle signal heads and one operator unit for each portable traffic signal system. Furnish transmitters, generators, batteries, controls, back-up systems and all other components necessary to operate the system.

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 August 20, 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