



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE  
GOVERNOR

EUGENE A. CONTI, JR.  
SECRETARY

January 24, 2012

**Addendum No. 1**

Contract No.: C 202923  
TIP No.: 17BP.7.R.60  
County: Caswell, Guilford, Orange & Rockingham  
Project Description: Replacement of Twelve Express Design-Build Bridge Projects

RE: Addendum No. 1 to Final RFP

**February 21, 2012 Letting**

To Whom It May Concern:

Reference is made to the Final Request for Proposals dated January 9, 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:

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

Page No. 9 of the *Value Analysis* has two paragraphs incorporated in addition to the information previously provided in the Final RFP. Please void Page Nos. 9 and 10 in your proposal and staple the revised Page Nos. 9 and 10 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/cwh

cc: Mr. Victor Barbour, PE  
Mr. Rodger Rochelle, PE  
Ms. Virginia Mabry

Mr. Mike Mills, PE  
Ms. Teresa Bruton, PE

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**TABLE OF CONTENTS**

**COVER SHEET**

**PROPOSAL SHEETS**

**PROJECT SPECIAL PROVISIONS (GREEN SHEETS) PAGE NO.**

Contract Time and Liquidated Damages .....1  
Intermediate Contract Time Number 1 - 12 and Liquidated Damages.....1  
Measurement and Payment.....2  
Mobilization.....5  
Sequence and Schedule Restrictions.....6  
Submittal of Quantities, Fuel Base Index Price and Opt-Out Option.....6  
Execution of Bid, Non-Collusion Affidavit, Debarment Certification,  
and Gift Ban Certification.....7  
Submission of Design-Build Proposal.....8  
Confidential Questions.....8  
Value Analysis.....9  
Schedule of Estimated Completion Progress.....9  
Minority and Women Business Enterprise .....10  
Subsurface Information.....24  
Bid Documentation .....24  
Twelve Month Guarantee .....27  
Outsourcing Outside the USA. ....28  
Clearing and Grubbing.....28  
Erosion & Sediment Control / Storm Water Certification.....28  
Procedure for Monitoring Borrow Pit Discharge.....34  
Burning Restrictions .....35  
Drainage Pipe .....35  
Price Adjustments for Asphalt Binder .....36  
Price Adjustments - Asphalt Concrete Plant Mix .....36

**GENERAL (GREEN SHEETS) .....37**

**SCOPES OF WORK (GREEN SHEETS)**

Roadway .....42  
Structures .....45  
Hydraulics .....49  
Geotechnical Engineering.....51  
Pavement Management.....57  
Traffic Engineering .....58  
Environmental Permits.....62  
Erosion and Sedimentation Control.....66

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)

DB1 G57

Value Engineering Proposals, as specified in Article 104-12 of the 2012 *Standard Specifications for Roads and Structures* 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; however, this threshold will be satisfied if a Value Engineering Proposal similarly affects multiple bridges, resulting in a cumulative savings of more than \$10,000 across those multiple bridges.

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)

DB1 G58

The Design-Build Team's attention is directed to the Standard Special Provision entitled "Availability of Funds - Termination of Contracts" included 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 (Dollar Value)</u>
2012 (07/01/11 – 06/30/12)	5% of Total Amount Bid

2013 (07/01/12 – 06/30/13)	34% of Total Amount Bid
2014 (07/01/13 – 06/30/14)	31% of Total Amount Bid
2015 (07/01/14 – 06/30/15)	22% of Total Amount Bid
2016 (07/01/15 – 06/30/16)	8% of Total Amount Bid

The Design-Build Team shall also furnish its own progress schedule in accordance with Article 108-2 of the 2012 *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.

### **MINORITY BUSINESS ENTERPRISE AND WOMEN BUSINESS ENTERPRISE:**

(9-1-11)

SP1 G67

#### **Description**

The purpose of this Special Provision is to carry out the North Carolina Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with State funds.

#### **Definitions**

*Additional MBE/WBE Subcontractors* - Any MBE/WBE submitted at the time of bid that will not be used to meet either the MBE or WBE goal. No submittal of a Letter of Intent is required, unless the additional participation is used for banking purposes.

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

*Contract Goals Requirement* - The approved MBE and WBE participation at time of award, but not greater than the advertised contract goals for each.

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

*MBE Goal* - A portion of the total contract, expressed as a percentage, that is to be performed by committed MBE subcontractor(s).

*Minority Business Enterprise (MBE)* - A firm certified as a Disadvantaged Minority-Owned Business Enterprise through the North Carolina Unified Certification Program.

*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 equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.