



STATE OF NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY  
GOVERNOR

LYNDO TIPPETT  
SECRETARY

April 12, 2006

**Addendum No. 3**

RE: Contract ID: C201269  
TIP Number: I-2808A  
FA No.: IMF-77-1(157)72  
Yadkin County  
Project Description: I-77 from south of SR 1125 (Ashbury Church Road) to US 21

**May 18, 2006 Letting**

To Whom It May Concern:

Reference is made to the Request for Proposal recently furnished to you on the above project. The following revisions have been made to the Request for Proposal:

The *COVER SHEET* has been revised. Please void the *COVER SHEET* and staple the revised *COVER SHEET* thereto.

The *TABLE OF CONTENTS* has been revised. Please void the *TABLE OF CONTENTS* and staple the revised *TABLE OF CONTENTS* thereto.

Pages 33 and 41, the *GENERAL SECTION* have been revised. Please void Pages No. 33 and 41 in your proposal and staple the revised Pages No. 33 and 41 thereto.

Page 41A, the *GENERAL SECTION* has been added. Please add Page No. 41A to your proposal thereto.

On page 43, the *ROADWAY SCOPE OF WORK* has been revised. Please void Page 43 in your proposal and staple the revised Page 43 thereto.

On page 45, the *PAVEMENT MANAGEMENT SCOPE OF WORK* has been revised. Please void Page No. 45 and staple the revised Page No. 45 thereto.

Sincerely,

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

**MAILING ADDRESS:**  
NC DEPARTMENT OF TRANSPORTATION  
PROJECT SERVICES UNIT  
1591 MAIL SERVICE CENTER  
RALEIGH NC 27699-1591

TELEPHONE: 919-250-4128  
FAX: 919-250-4119

WEBSITE: [WWW.DOH.DOT.STATE.NC.US](http://WWW.DOH.DOT.STATE.NC.US)

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

cc: Mr. Steve DeWitt, PE (w/)  
Mr. Steve Varnedoe, PE  
Ms. Deborah Barbour, PE  
Mr. Victor Barbour, PE (w/)  
Mr. Art McMillan, PE  
Mr. Clarence Coleman, PE - FHWA (w/3)  
Mr. Phillip Harris, PE  
Mr. Rodger Rochelle, PE (w/)  
Mr. Carl Goode  
Mr. Shannon Sweitzer, PE (w/)  
Mr. Ron Hancock, PE (w/)  
Mr. David Harris, PE  
Mr. Ron Davenport, PE (w/)  
Mr. Van Argabright, PE  
Mr. Trent Beaver, PE (w/3)  
Mr. Jimmy Hamrick, PE (w/)  
Mr. Dean Ledbetter, PE (w/)  
Mr. Jesse Gilstrap (w/)  
Mr. Marshall Clawson, PE (w/)  
Mr. Nathan Phillips, PE (w/)  
Mr. Roger Worthington, PE (w/)  
Mr. Brian Mayhew, PE (w/)  
Mr. John Emerson (w/)  
Ms. Jennifer Brandenburg, PE (w/)  
Mr. Tony Wyatt, PE (w/)  
Mr. Wayne Johnson, PE (w/)  
Ms. Virginia Mabry (w/)  
Ms. Teresa Bruton, PE (w/3 copies)  
Mr. Khaled Al-Akhdar (w/)  
Ms. Marsha Sample (w/)  
Mr. Ayman Alqudwah, PE (w/)  
Mr. James Bridges, PE  
Ms. Cheryl Gregory (w/)  
Mr. Andy Gay, PE (w/)  
Ms. Betty Rawls (w/)  
Technical Review Committee Members (w/)  
File (w/)

Ms. Brenda Moore, PE - Roadway (w/)  
Dr. Clark Morrison, PE - Pavement Design (w/)  
Mr. John Pilipchuk, PE - Geotechnical (w/)  
Ms. Elizabeth Lusk - Environmental Permits (w/)  
Ms. Michelle Long, PE - Public Information (w/)  
Mr. Murray Howell - Utility Coordination (w/)  
Mr. Stephen Worthy - Utility Coordination (w/)  
Mr. Barney Blackburn - Erosion & Sed. Cont. (w/)  
Mr. Mitch Hendee, PE - Traffic Control (w/)  
Mr. Tim McFadden - Signing (w/)  
Ms. Anne Gamber, PE - Hydraulics (w/)  
Mr. Richard Mullinax, PE  
Mr. Michael Pettyjohn, PE  
Mr. Njoroge Wainaina, PE  
Mr. Ron King, PE  
Mr. Greg Perfetti, PE  
Dr. Greg Thorpe, Ph.D.  
Mr. Stuart Bourne, PE  
Dr. Judith Corley-Lay, PhD., PE  
Mr. Calvin Leggett, PE  
Mr. Don Lee  
Mr. Ellis Powell, PE  
Mr. Jay Bennett, PE  
Mr. Dave Henderson, PE  
Mr. John Williamson

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

**FINAL RFP**

**DESIGN-BUILD PROJECT**

**TIP I-2808A**

**February 7, 2006**

*VOID FOR BIDDING*

DATE AND TIME OF TECHNICAL AND PRICE PROPOSAL SUBMISSION: **May 3, 2006** AT 4:00 PM

DATE AND TIME OF PRICE PROPOSAL OPENING: **May 18, 2006** AT 10:00 AM

CONTRACT ID: C 201269

WBS ELEMENT NO. 34173.2.2

FEDERAL-AID NO. IMF-77-1 (157) 72

COUNTY: YADKIN

ROUTE NO. INTERSTATE 77

MILES: 6.574

LOCATION: I-77 SOUTH OF SR 1225 TO US 21

TYPE OF WORK: DESIGN-BUILD AS SPECIFIED IN THE SCOPE OF WORK  
CONTAINED IN THE DESIGN-BUILD PACKAGE

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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Department’s ethics policy. Failure to comply with the ethics policy will result in the employee's removal from the project and may result in removal of the Company from the Department’s listing of Registered Qualified Engineering Firms.

**APPROVAL OF PERSONNEL**

The Department will have the right to approve or reject any personnel, assigned to a project by the Design-Build Team.

The Design-Build Team or any subcontractor for the Design-Build Team which are employed to provide services for this project shall not discuss employment opportunities or engage the services of any person or persons, now in the employment of the State during the time of this contract, without written consent of the State.

In the event of engagement, the Design-Build Team or their subcontractors shall restrict such person or persons from working on any of the Design-Build Team's contracted projects in which the person or persons were “formerly involved” while employed by the State. The restriction period shall be for the duration of the contracted project with which the person was involved. *Former Involvement* shall be defined as active participation in any of the following activities:

- Drafting the contract
- Defining the scope of the contract
- Selection of the Design-Build Team
- Negotiation of the cost of the contract (including calculating manhours or fees); and
- Administration of the contract.

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 TECHNICAL AND PRICE PROPOSALS**

**GENERAL**

Technical and Price Proposals will be accepted until **4:00 P.M. Local Time on Wednesday May 3, 2006**, at the office of the State Contract Officer:

Mr. Randy A. Garris, PE  
 Project Services Unit  
 1020 Birch Ridge Drive  
 Century Center Complex Bldg. B  
 Raleigh, NC

**No Proposals will be accepted after the time specified.**

Proposals shall be submitted in 2 separate, sealed parcels containing the Technical Proposal in one and the Price Proposal in the other parcel.

**Opening of Price Proposals**

Prior to opening of price proposals, the Contract Officer will provide to each team their technical score in a sealed envelope. The sealed envelope will contain that team's score only.

At the time and date specified the Contract Officer will open the price proposals and calculate the percentage difference between the price proposals submitted and the Engineer's Estimate.

Should all of the price proposals be within an acceptable range or below the Engineer's Estimate the Contract Officer will proceed to calculate the quality credit and publicly read the price proposal, technical score, and adjusted price as outlined in the selection procedure above.

Should any one or more of the price proposals be within an acceptable range or below the Engineer's Estimate and the remaining price proposals exceed an acceptable range of the Engineer's Estimate the Contract Officer will go to a separate location to calculate the quality credit and determine if the team with the lowest adjusted price is within an acceptable range of the Engineer's Estimate. Should the price proposal of the team with the lowest adjusted price be within an acceptable range of the Engineer's Estimate or below the Engineer's Estimate the Contract Officer will proceed to publicly read the price proposals, technical scores, and adjusted prices. Should the price proposal of the team with the lowest adjusted price exceed an acceptable range of the Engineer's Estimate the Contract Officer will publicly read the price proposals only and the Department will then determine whether to proceed to request a Best and Final Offer (BAFO) as outlined below.

Should all price proposals submitted exceed an acceptable range of the Engineer's Estimate the Contract Officer will publicly read the price proposal only. The Department will then determine whether to proceed to request a Best and Final Offer (BAFO) as outlined below.

Provided the Department elects to proceed to request a Best and Final Offer (BAFO), at the date and time specified the Contract Officer will open the Best and Final Offer price proposals and proceed to publicly read all price proposals, technical scores and adjusted prices.

**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 shortlisted teams. Alternately, the Department may choose to redistribute to the shortlisted firms another RFP for the project with no amendments to the RFP scope.

After receipt of the redistributed RFP, the Design-Build Team has the option of changing their Technical Proposal details. If the Design-Build Team changes any component of the Technical Proposal, the TRC will review those amended components of the Technical Proposal and reevaluate the scores accordingly. The Design-Build Team shall highlight the changes to bring them to the Department's attention. A revised total score will be calculated, if appropriate, based on these amendments to the Technical Proposal.

Additional oral interviews will not be held. The Design-Build Teams will submit both a revised Price Proposal and a revised Technical Proposal (if applicable) at the time, place, and date specified in the redistributed RFP. A revised Quality Value (if required) and Adjusted Price will be determined elsewhere in the RFP. This will constitute the Design-Build Team's Best and Final Offer. Award of the project may be made to the team with the lowest adjusted price on this Best and Final Offer for the project.

### **Stipend**

A stipulated fee of **\$35,000** will be awarded to each Design-Build Team on the short-list who provides a responsive, but unsuccessful, proposal. If a contract award is not made, all shortlisted Design-Build Teams that submit a responsive proposal shall receive the stipulated fee. The stipulated fee shall be paid to eligible Design-Build Teams within ninety days after the award of the contract or the decision not to award. Once award is made, or decision is made not to award, unsuccessful Design-Build Teams will be notified of the opportunity to apply for the stipulated fee. If the Design-Build Team accepts the stipulated fee, the Department reserves the right to use any ideas or information contained in the proposals in connection with any contract awarded for the project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Design-Build Teams. Unsuccessful Design-Build Teams may elect to refuse payment of the stipulated fee and retain any rights to its proposal and the ideas and information contained therein.

- The Design-Build Team shall be responsible for the evaluation of the algebraic difference in rates of cross slope (rollover) between existing shoulders and roadways and the associated suitability for carrying traffic during construction, if necessary. In the event that the rollover is found to be unacceptable for the proposed temporary traffic patterns, the Design-Build Team shall be responsible for providing cross slopes that meet design standards and eliminate rollover concerns.
- If the Design-Build Team anticipates any design exceptions, they shall be clearly noted in the Technical Proposal. Prior to requesting / incorporating a design exception, the Design-Build Team must obtain prior approval from the Department and FHWA. If approval is obtained, the Design-Build Team shall be responsible for the development and approval of all design exceptions.
- All guardrail/guiderail placement shall be in accordance with *NCDOT Standard Drawings* and/or approved details in lieu of standards, regardless of existing conditions. The Design-Build Team shall remove and replace all guardrail, excluding guardrail attachments to existing bridge barrier rail and guardrail protecting existing overhead sign assemblies that meets NCDOT Standards. All guiderail that is damaged during construction activities and/or does not meet NCDOT Standards shall be removed and replaced. Guiderail or a single row of single post, double-faced guardrail shall be used wherever possible. The proposed guardrail/guiderail design shall be included in the Technical Proposal.
- It is anticipated that all construction will be performed within the existing right of way. Any design or construction methods that require additional right of way and/or easements, including but not limited to planning, public involvement, hydraulic recommendations and traffic control measures, shall be the responsibility of the Design-Build Team. Parcel names and deed research and descriptions shall be the responsibility of the Design-Build Team to acquire and process. If required, the Design-Build Team shall be responsible for the installation of all right of way monuments and woven wire fence according to the NCDOT Standard Drawings and Standard Specifications where existing fence is removed.
- Single face concrete barrier shall be installed in front of all retaining walls and all elements acting as a retaining wall that have the potential for vehicular impact.
- The project shall be designed and constructed such that an US Army Corps of Engineers Section 404 permit (other than NWP #3) and a North Carolina Department of Natural Resources (DENR), Division of Water Quality (DWQ) Section 401 Water Quality Certification are not required.
- The Design Build Team shall be responsible for replacing all lighting components affected by construction activities in accordance with Division 14 in the Standards Specifications for Roads and Structures.
- There are no known contaminated sites nor underground storage tanks on this project.

### General

- The design shall be in accordance with the *2004 AASHTO A Policy on Geometric Design of Highways and Streets*, *January 2002 NCDOT Roadway Standard Drawings*, *NCDOT 2002 Roadway Design Manual*, *Roadway Design Policy and Procedure Manual*, *Roadway Design Guidelines for Design-Build Projects*, *January 2002 North Carolina Standard Specifications for Roads and Structures*, and the *AASHTO Roadside Design Guide 2002*.
- If the NCDOT Roadway Design Manual, the 2004 AASHTO A Policy on Geometric Design of Highways and Streets, the January 2002 Roadway Standard Drawings and/or



**PAVEMENT MANAGEMENT SCOPE OF WORK** (3-20-06)

Three pavement options are provided for the mainline travel lanes as shown below:

**Option 1:** The Design-Build Team shall construct an unbonded overlay consisting of 11” doweled jointed concrete with 15’ uniform joint spacing and a bond-breaking layer of 1.5” minimum SF9.5A or S9.5B. If the depth of this layer is greater than 3” to accommodate the final grade, then either I19.0B or B25.0B may be used below the 1.5” SF9.5A or S9.5B. If traffic will be placed on the bond-breaking layer, S9.5B shall be used. Defects in the existing pavement shall be repaired prior to constructing the unbonded overlay. Any punchouts or transverse cracks with ruptured steel will require full depth repair with concrete. High severity spalling at existing cracks should be filled with hot mix asphalt. The Design-Build Team may shift the location of the unbonded overlay up to 12’ toward the median as measured from the edge of the existing concrete. If this is done, the median side shoulder must be removed and replaced with 8” of doweled jointed concrete pavement over 4” of B25.0B. The new concrete shall be tied into the existing concrete with tie bars in accordance with standard detail sheets 700D01 entitled ‘Concrete Pavement Joints’ provided by the Department. Joints in the 8” concrete pavement shall have a uniform spacing of 15 feet and shall consist of a single unsealed 3” saw cut that shall be made with an early entry saw. The width of the 8” concrete and 4” B25.0B shall be at least 4 feet and shall completely support the unbonded overlay. The intent of this design is to provide uniform support for the unbonded overlay. Undercut is anticipated when the existing shoulders are removed and shall be the Design-Build Team’s responsibility. The Design-Build Team shall determine, and be responsible for, the undercut requirements in accordance with the “Construction Requirements” contained within the Geotechnical Scope of Work

**Option 2:** The Design-Build Team shall remove the existing 8” CRC pavement and underlying material to a total depth of 17.5”. The Design-Build Team shall place 1.5” SF9.5A on exposed subgrade. It is anticipated that aggregate stabilization may be required and shall be the Design-Build Team’s responsibility. It is also anticipated that undercut may be required at weak or wet subgrade and shall be the Design-Build Team’s responsibility. The Design-Build Team shall determine, and be responsible for, the undercut requirements in accordance with the “Construction Requirements” contained within the Geotechnical Scope of Work. The Design-Build Team shall place 3” B25.0B on the top of the SF9.5A, then place 13” doweled jointed concrete with 15’ uniform joint spacing. As presented in the special provisions, traffic may be placed on this pavement when maturity testing indicates a flexural strength of 450 psi has been achieved.

**Option 3:** The Design-Build Team shall remove only the existing 8” CRC pavement. Repair of the underlying material, along with undercut, is anticipated and shall be the Design-Build Team’s responsibility. The Design-Build Team shall determine, and be responsible for, the undercut requirements in accordance with the