



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

May 2, 2002

Addendum No. 3

RE: State Project: 8.1402212
F. A. Project: NHF-64 (73)
Wake County (R-2547 BB, C And CC)
US-64 Knightdale Bypass From East of
New Hope Road to Existing US-64 East
Of Knightdale.

MAY 8, 2002 Proposal Submission

To Whom It May Concern:

Reference is made to the Design-Build Package (RFP) recently furnished to you on the above project.

The following Revisions have been made to the RFP:

On page no. 1, the project special provision entitled "Intermediate Contract Time Number 1 and Liquidated Damages" has been added. Please void page no.1 in your package and staple the revised page no. 1 and page no. 1-A thereto.

On page no. 23, a paragraph has been added to the project special provision entitled "Cooperation Between Contractors." Please void page no. 23 in your package and staple the revised page no. 23 thereto.

On page no. 34, the project special provision entitled "Best and Final Offer" has been added. Please void page no. 34 in your package and staple the revised page no. 34 thereto.

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
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1591 MAIL SERVICE CENTER
RALEIGH NC 27699-1591

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LOCATION:
CENTURY CENTER COMPLEX
BUILDING B - ENTRANCE B15
1020 BIRCH RIDGE DRIVE
RALEIGH NC

The Table of Contents has been revised as appropriate to reflect the above noted changes. Please void the first page of the Table of Contents and staple the revised page thereto.

Sincerely,



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

RAG/jag/pa
(Attachment)

cc: Mr. J. D. Goins, P.E.
Ms. D. M. Barbour, P.E (w/attachment)
Mr. J. V. Barbour, P.E. (w/attachment)
Ms. Emily Lawton (FHWA) (w/attachment)
Mr. S. D. DeWitt, P.E. (w/attachment)
Mr. J. G. Nance, P.E (Attn:Mr.T. N. Parrott, P.E) (w/attachment)
Mr. Ellis Powell, P.E (w/attachment)
Mr. Greg Perfetti, P.E.(w/attachment)
Mr. Jay Bennett, P.E. (Attn: Mr. J.A. Speer, P.E.) (w/attachment)
Mr. Cecil Jones, P.E. (w/attachment)
Ms. Cathy Houser, P.E. (w/attachment)
Mr. Greg Fuller, P.E. (Attn: Mr. Tom Parker, P.E.) (w/attachment)
Mr. Richard Mullinax, P.E.(Attn:Mr. Rob Ziembra, P.E) (w/attachment)
Mr. Steve Kite, P.E. (w/attachment)
Mr. Ron King, P.E.(Attn: Ms. Susan Kunz) (w/attachment)
Mr. Robert Memory (w/attachment)
Mr. Jamie Lancaster (w/attachment)
Mr. Njorge Wainaina, P.E (w/attachment)
Mr. R.E. Davenport, Jr., P.E. (w/attachment)
Ms. Kim Canady
Ms. Yang-Ju-Lin
Project File (2)

PROJECT SPECIAL PROVISIONS

CONTRACT TIME AND LIQUIDATED DAMAGES:

7-1-95

The date of availability for this contract is July 1, 2002, except that work in jurisdictional waters and wetlands shall not begin until a meeting between the DOT, Regulatory Agencies, and the Design-Builder is held as stipulated in the permits contained elsewhere in this package. This delay in availability has been considered in determining the contract time for this project.

The completion date for this contract is no later than August 1, 2005.

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 stated in the contract. 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 Ten Thousand Dollars (\$10,000.00) per calendar day. As an exception to this amount, where the contract has been determined to be substantially complete as defined in Section 105-18 contained elsewhere in this package, the liquidated damages will be reduced to Two Thousand Dollars (\$2,000.00) per calendar day.

INTERMEDIATE CONTRACT TIME NUMBER 1 AND LIQUIDATED DAMAGES:

The Contractor shall complete all grading and drainage, up to the elevation of the proposed subgrade, in the vicinity of the future bridges over Line -L- involved in the construction proposed on Project R-2641 (approximate Sta. 72+00, and approximate Sta. 73+40 to Sta. 74+20), to clear the construction area for the future bridges.

The date of availability for this intermediate contract time is July 1, 2002.

The completion date for this intermediate contract time is March 15, 2003.

The liquidated damages for this intermediate contract time are Ten Thousand Dollars (\$10,000.00) per calendar day.

PROGRESS SCHEDULE:

The Design-Builder shall be responsible for planning, scheduling and reporting the progress of the work to ensure timely completion of the contract.

The Design-Builder shall submit a schedule in accordance with the following:

CRITICAL PATH METHOD PROJECT SCHEDULE (CPM):

DESCRIPTION:

The work of this provision consists of the Design-Builder planning, scheduling, designing, and constructing this project using a Critical Path Method Project Schedule (CPM). Use the CPM for coordinating and monitoring all the work specified in this contract including all activities of subcontractors, vendors, suppliers, utilities, railroads, NCDOT, and all other parties associated with the design or construction of this project. The work covered by this section includes but is not limited to submittals, major procurement, delivery, construction activities, submitting an initial CPM, and providing monthly updates to the CPM. The schedule shall have considered the time requirement for ordering articles of special manufacture to meet specific requirements of the work and for any inspection requirements of the various sections of the specifications, such as Section 1072 when structural steel fabrication inspection is required. Make sure that all activities quantified in the contract are included in the CPM.

PLANT PEST QUARANTINES: **9-18-95**
(IMPORTED FIRE ANT, WITCHWEED, AND NOXIOUS WEEDS)

Regulated Articles:

The Design-Builder shall obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture (1-800-206-9333) or (919-733-6932) for any regulated article used on this project originating in a quarantined county. The certificate or limited permit shall accompany the article when it arrives at the project site.

Regulated article(s) included:

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading witchweed, imported fire ant or other noxious weeds.

D1G41
7-1-95

COOPERATION BETWEEN CONTRACTORS:

The Design-Builder's attention is directed to Article 105-7 of the Standard Specifications.

It is anticipated that a project (R-2547BA) on the west end of this project will be let to contract at the same time as this project. The contract for R-2547BA will contain a provision stating that the Contractor shall allow reasonable access thru his project to construct a haul road within the limits of R-2547BA from New Hope Road to the beginning of the Design-Build project.

The Contractor on this project is hereby notified that there will be a future project (R-2641) let for construction of the connector from this project to US 64, in the approximate location outlined on the preliminary plans for the R-2547BB portion of this project and labeled "East West Expressway (Future).

B. Value Engineering Construction Proposals (VECP's):

Value Engineering Construction Proposals as identified in the NCDOT Standard Specifications for Roads and Structures Article 104-12 will be accepted. Only proposals which alter the requirements of the RFP issued by the Department will be considered as Value Engineering Construction Proposals subject to cost savings sharing. VECP's submitted by the Design-Builder will be evaluated for validity by the Department according to Article 104-12 and the Design-Build proposal. All other provisions of Article 104-12 shall apply.

PRICE ADJUSTMENTS FOR ASPHALT BINDER:

Adjustments will be made to the payments due the Design-Builder for each grade of asphalt binder when it has been determined that the monthly average terminal F.O.B. Selling Price of asphalt binder, Grade PG 64-22, has fluctuated from the Base Price Index for Asphalt Binder included in this Project Special Provision. The methods for calculating a Base Price Index, for calculating the monthly average terminal F.O.B. Selling Price and for determining the terminals used are in accordance with procedures on file with the Department's Construction Unit.

When it is determined that the monthly average terminal F.O.B. 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 CEI firm is responsible for:

Maintaining records in accordance with the procedures outlined in the Construction Manual for "Weight Tickets As A Basis Of Payment."

Summarizing and submitting these records monthly for review and approval by the Resident Engineer.

The Base Price Index for this project is \$167.06 per metric ton

BEST AND FINAL OFFER:

In the event the combined bids (cost proposal plus quality adjustment) exceed the Engineer's estimate by an appreciable amount as determined by the Department, the Department may choose to rescope the RFP requirements.

If the Department concludes that the re-scoped RFP would not appreciably change the original scores based on the initial RFP, rescoring will not take place. In this case the Design-Build Team shall resubmit cost information only. This cost information will be combined with the original score to determine the Best and Final Offer from the Design-Build Teams.

If the Department concludes that the re-scoped RFP would appreciably effect the original scores, the Department will require resubmittal of all or portions of the Technical Proposals and rescoring will be performed. Oral interviews will not be held. The Design-Build Teams will submit both a revised cost proposal and a revised Technical Proposal. The revised Technical Proposal will be re-graded by the Technical Review Committee. The revised technical score will be combined with the revised cost proposal to determine the Best and Final Offer from the Design-Build Teams.

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