



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

February 27, 2023

MEMORANDUM TO: Mandatory Pre-Bid Attendees

FROM: Jennifer A. Sour
Division Proposal Engineer

SUBJECT: Pre-Bid Minutes for Proposal D7POC421 – Guardrail and
Guiderail Maintenance and Repair as Needed in Eastern
Guilford County.:
Addenda #2

On February 21, 2023, a Mandatory Pre-bid Conference was held at North Carolina Department of Transportation's Office located on 1584 Yanceyville Street in Greensboro, NC. The following people were in attendance:

Jennifer A. Sour	Division Proposal Engineer
Antoine White	County Maintenance Engineer
Leland Barber	County Maintenance Engineer
Derek Dixon	Acting Maintenance Engineer
Randall Moore	Summit Engineering
Mike Bullington	Bullington Construction
Sheree Nickelston	Nickelston Industries Inc,
Jamie Ferguson	Nickelston industries Inc.

Note: This is a mandatory pre-bid meeting, attendance is mandatory. Bids will not be accepted if the meeting was not attended. These meeting notes will be counted as Addenda #1. The Contractor shall note this addendum on page S-3 in the contract.

The meeting for D7POC420 began promptly at 11:00 am.

Jennifer Sour opened the meeting. She introduced Derek Dixon and asked that all companies and the remaining NCDOT staff participating introduce themselves.

Jennifer began the review of the contract.

Page G-1, General Spec: She noted that this contract is for Guardrail and Guiderail Maintenance and Repair as Needed in Western Guilford County. **All guardrail and**

guardrail components shall be MASH compliant. All repair components shall be functionally/safety compatible with the existing in-place products.

A minimum of 150 linear feet of steel beam guardrail and/or guiderail or equivalent including other guardrail/guiderail components will be included in each notification. **All work to achieve an equivalent of 150 LF may not be in the same location.**

Page G-2, Contract Time for ID/IQ: Jennifer stated that this Contract begins on April 3, 2023, and lasts until April 2, 2024.

Page G-2, Intermediate Contract Time #1: The Contractor shall be allowed to work only during the following times:

Multi-lane Roadway Daytime Hours: 9:00 am – 4:00 pm **Most Primaries**

Multi-lane Roadway Nighttime Hours: 8:00 pm – 6:00 am **All Interstates and Some Primaries**

There will be no work performed on State Holidays or Weekends, unless otherwise directed by the Engineer.

Page G-4, Intermediate Contract Time #2: The Contractor shall be allowed to work only during the following times:

Two-Lane Roadway 9:00 – sunset

There will be no work performed on State Holidays or Weekends, unless otherwise directed by the Engineer

Page G-5, Prosecution of Work: The Contractor will be required to prosecute the work of each notification in a continuous and uninterrupted manner from the time he begins the work until completion and final acceptance of the project.

Page G-6, Steel Price Adjustment: This specification is new. The Department will adjust monthly progress payments up or down as appropriate for cost changes in steel according to this provision.

Page G-17, Minority Business Enterprise and Women Business Enterprise: There are no goals in this contract.

Page IDIQ-1, Multi-Year Maintenance Contracts (ID/IQ): This is a multi-year maintenance contract. In accordance with NC General Statutes an award in a maintenance contract may be for an amount less but shall not exceed **\$5,000,000.00** per year.

Page IDIQ-1, Bonding Requirement for ID/IQ: Bonds are required on contracts awarded for any one project that exceeds \$500,000. A project is an undertaking issued to a contractor thru a Work Order Assignment.

Page IDIQ-2, Work Order Assignment (Single Award) for (ID/IQ): Work orders will be assigned by the Engineer. Jennifer explained what a Work Order would look like for guardrail and guiderail.

Page IDIQ-2, Work Order Assignment: “The Contractor shall respond to the work order assignments with the anticipated start date, within three working days of notification unless noted otherwise.” seems to contradict the specifications Median Non-functional Barriers and Non Median Non Functional Barriers. Can we change this sentence?

Please change this sentence to the following: The Contractor shall respond to the work order assignments with the anticipated start date when he is notified of the appropriate work assignment. The Contractor shall begin repairs as specified in the guardrail provisions for Median Non-functional Barriers and Non-Median Non-functional Barriers.

Page IDIQ-3, Emergency Mobilization for ID/IQ: The Contractor shall arrive on site within **forty-eight (48) hours** of notification. NCDOT realizes that this time frame may be affected by the Utility location. NCDOT asks that the Contractor keep us in the loop regarding this information.

Page IDIQ-3, Renewal of Contract (CPI Price Adjustment): Jennifer stated that this contract is in effect for one year and has **two one-year extensions** available for a period of **three years total**. **Please change “each year shall have a limit of One Million Dollars to Five Million Dollars (\$5,000,000.00).**

Page GR-1, Guardrail Maintenance and Installation: The installation of guardrail as shown on the plans or directed by the Engineer shall be performed in accordance with applicable portions of Section 862 and the current NCDOT guardrail standards. All materials shall be new and shall meet the requirement of Division 10 of the *2018 Standard Specifications*.

Page GR-1, Mobile Device Requirements (Mandatory): This is a new specification. The Contractor must provide a smart phone or tablet type device to be used to track repairs and improvements of all work under this contract. The device must meet the requirements depending on the operating system of the device as follows:

Android	IOS
Android 8/0 (Oreo) or later	IOS 13.5 or later
Processor: ARMv7 or later	iphone, iPad, iPad Touch
Open GL ES 2.0 support	

Utilization of field maps application

No payment will be made for the mobile device requirement, as such work will be considered incidental to other items in the contract.

Page GR-1, Median Non-Functional Barriers (7 Day Repair)/Median Damaged Functional Barriers (10 Day Repair): No Pay Item: This is a new specification. Jennifer went over the new specification, specifically pointing out that Median Non-functional barrier shall be repaired or replaced within 7 calendar days of notification. Median Damaged but functional barrier must be repaired or replaced within 15 calendar

days. She also noted that there no direct payment will be made for median non-functioning barriers/median damaged functional barriers, as such work will be considered incidental to other items in the contract. The price of this work shall be included in the unit prices for the various guardrail/guiderail items included in the contract.

Page GR-2, Non-Median Non-Functional Barriers (10 Day Repair)/Non-Median Damaged Functional Barriers (15 Day Repair): No Pay Item: This is a new specification. Jennifer went over the new specification, specifically pointing out that Non-Median Non-functional barrier shall be repaired or replaced within 10 calendar days of notification. Non-Median Damaged but functional barrier must be repaired or replaced within 15 calendar days. She also noted that there no direct payment will be made for non-median non-functioning barriers/non-median damaged functional barriers, as such work will be considered incidental to other items in the contract. The price of this work shall be included in the unit prices for the various guardrail/guiderail items included in the contract.

Page GR-2, Guardrail Delineators and Tape: This work shall be in accordance with *Section 863* of the 2018 Standard Specifications and the following additions:

Guardrail delineators (crystal or yellow) an guardrail delineator tape shall be placed by the Contractor as needed at each repair site. Nor direct payment will be made for furnishing and installing guardrail delineators and tape as it is considered incidental to the various pay items.

Pages G-10 thru G-12, Remove and Replace Damaged Nose Pieces for Heavy Duty Crash Attenuator, Remove and Replace Damaged Cartridge Assembly for Heavy Duty Crash Attenuator, Remove and Replace Damaged Fender Panel Assembly for Heavy Duty Crash Attenuator, Remove and Replace Damaged Diaphragm Assembly for Heavy Duty Crash Attenuator, Remove and Replace Damaged Brackett Cartridge Support for Heavy Duty Crash Attenuator, Remove and Replace Damaged Shim Kit Rail Guide for Heavy Duty Crash Attenuator: Jennifer noted that these are all new specifications and stressed that these items will be installed in accordance to the manufacturer's recommendations of the existing heavy duty crash attenuator.

Page GR-17 and GR-18, Basis of Payment: The contractor shall send a copy of the invoice to Summit at Randy.farmer@summitde.com in addition to Antione White.

Antione and Leland stressed that the Contractor make sure that he uses the correct line item for each pay item.

Page RDY-1, Material and Equipment Storage & Parking of Personal Vehicles: Jennifer stressed that the Contractor used the table for material and equipment storage.

Page TC-6, Work Zone Traffic Control, Measurement and Payment: Jennifer discussed the four pay items for this Traffic Control.

Page TC-9 and TC-10, Sequential Flashing Warning Lights: Furnish and install Sequential Flashing Warning Lights on drums used for the merging tapers of nightly lane closures on all multilane roadways with speed limits of 55 mph or greater.

Sequential Flashing Warning Lights will be measured and paid as the maximum number of sequential flashing warning lights satisfactorily installed and properly functioning at any one time during the life of the project.

Page TC-10, Work Zone Presence Lighting: Furnish and install Work Zone Presence Lighting during nightly lane closures on multilane roadways with speed limits of 55 mph or greater.

Work Zone Presence Lighting will be measured and paid as the maximum number of lighting units satisfactorily placed, accepted by the Engineer, and in use at any one time during the life of the project.

The Contractors questioned what at any one time meant for the Sequential and Presence Lighting. I have been advised that this means that the contractor will be paid for the maximum number of these items used at one time during the project. For example, if the Contractor used 15 sequential lights on day one and 20 on day two, the Contractor would be paid for 20 lights.

Standard Specifications have remained the same per Jennifer, nothing has changed.

The Contractor is reminded to fill out the form on S-1 and S-3. The Contractor was also reminded that the notes will count as an addendum.