



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

PAT MCCRORY
GOVERNOR

ANTHONY J. TATA
SECRETARY

December 10, 2014

Addendum No. 3

Contract No.: C 203575
TIP No.: U-3301
County: Buncombe
Project Description: NC 63 (Leicester Highway) from SR 1516 (Gilbert Road) to SR 1004 (Newfound Road)

RE: Addendum No. 3 to Final RFP

February 17, 2015 Letting

To Whom It May Concern:

Reference is made to the Final Request for Proposals dated September 18, 2014 recently furnished to you on the above project. We have since incorporated changes, and have attached a copy of Addendum No. 3 for your information. Please note that all revisions have been highlighted in gray and are as follows:

The first and second pages of the *Table of Contents* have been revised. Please void the first and second pages in your proposal and staple the revised first and second pages thereto.

Page Nos. 1, 3, 10, 34, 40 and 41 of the *Project Special Provisions* have been revised. Please void Page Nos. 1, 3, 10, 34, 40 and 41 in your proposal and staple the revised Page Nos. 1, 3, 10, 34, 40 and 41 thereto.

Page No. 134 of the *Environmental Permits Scope of Work* has been revised. Please void Page No. 134 in your proposal and staple the revised Page No. 134 thereto.

Page Nos. 175 and 176 of the *Standard Special Provisions* have been revised. Please void Page Nos. 175 and 176 in your proposal and staple the revised Page Nos. 175 and 176 thereto.

If you have any questions or need additional information, I can be reached by telephone at (919) 707-6900.

Sincerely,

R.A. Garris, PE
Contract Officer

cc: J. J. Swain, Jr., PE
Rodger Rochelle, PE

Teresa Bruton, PE
File

Tim McFadden

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WWW.NCDOT.GOV

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

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

07/12/07

DB1 G04A

The date of availability for this contract is March 30, 2015, 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 or utility relocations in upland areas) until a meeting is held between the NCDOT, the regulatory agencies and the Design-Build Team; and the required permits have been acquired, as stipulated in the Environmental Permits Scope of Work contained elsewhere in this Request for Proposals (RFP). The Design-Build Team shall consider this factor in determining the proposed completion date for this project.

The completion date for this contract is defined as the date proposed in the Technical Proposal by the proposer who is awarded the project. The completion date thus proposed shall not be later than September 1, 2020.

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 **Two Thousand Dollars (\$2,000.00)** per calendar day.

OTHER LIQUIDATED DAMAGES AND INCENTIVES

(3/22/07) (Rev. 02/14/08)

DB1 G11

Refer to the Transportation Management Scope of Work found elsewhere in this RFP for more information on the following time restrictions and liquidated damages:

Liquidated Damages for Intermediate Contract Time #1 for lane narrowing, lane closure, holiday and special event time restrictions for NC 63 are \$500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #2 for lane narrowing, lane closure, holiday and special event time restrictions for the Leicester Elementary School Entrance (-Y2-) are \$250.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #3 for road closure time restrictions for NC 63 are \$1,000.00 per 15-minute period or any portion thereof.

Liquidated Damages for Erosion Control efforts apply to this project. Reference the Erosion and Sedimentation Control Scope of Work for additional information under the Liquidated Damages Section.

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 shall not apply to changes in these quantities resulting from a Supplemental Agreement.

Submittal The submittal shall be signed and dated by an officer of the Design-Build Team. The information shall be copied and submitted in a separate sealed package with the outer wrapping clearly marked “Fuel Price Adjustment” and shall be delivered at the same time and location as the Technical and Price Proposal. The original shall be submitted in the Price Proposal.

Trade Secret Information submitted on the *Fuel Usage Factor Chart and Estimate of Quantities* sheet will be considered “Trade Secret” in accordance with the requirements of G.S. 66-152(3) until such time as the Price Proposal is opened.

(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 \$ **2.5028** 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 Price Proposal and the copy of the *Fuel Usage Factor Chart and Estimate of Quantities* sheet are submitted.

(E) **Failure to Submit**

Failure to submit the *completed Fuel Usage Factor Chart and Estimate of Quantities* sheet separately and in the Price Proposal will result in the Technical and Price Proposal

Preliminary ATCs

At the Design-Build Team’s option, a Preliminary ATC submittal may be made that presents a concept and a brief narrative of the benefits of said concept. The purpose of allowing such a Preliminary ATC is to limit the Design-Build Team’s expense in the pursuit of a Formal ATC that may be quickly denied by the Department.

To the greatest extent possible, the Department will review Preliminary ATCs within 10 business days of submittal and provide written comments and one of the responses noted below. The Department’s response to a Preliminary ATC submittal will be either (1) that the Preliminary ATC is denied; (2) that the Preliminary ATC would be considered as a Formal ATC if the Team so elects to pursue a Formal ATC submission; (3) that an ATC is not required; (4) a documented question has been received outside of the ATC process on the same topic and the RFP will be revised to address that question; or (5) that the ATC takes advantage of an error or omission in the RFP or other documents incorporated into the contract by reference, in which case the ATC will not be considered and the RFP will be revised to correct the error or omission. The Department in no way warrants that a favorable response to a Preliminary ATC submittal will translate into a favorable response to a Formal ATC submittal. Likewise, a favorable response to a Preliminary ATC submittal is not sufficient to include the ATC in a Technical Proposal.

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.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS

(9-1-11) (Rev. 3/19/14)

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 (% of Dollar Value)</u>
2015 (07/01/14 – 06/30/15)	5% of Total Amount Bid
2016 (07/01/15 – 06/30/16)	21% of Total Amount Bid
2017 (07/01/16 – 06/30/17)	23% of Total Amount Bid
2018 (07/01/17 – 06/30/18)	19% of Total Amount Bid
2019 (07/01/18 – 06/30/19)	16% of Total Amount Bid
2020 (07/01/19 – 06/30/20)	11% of Total Amount Bid
2021 (07/01/20 – 06/30/21)	5% 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.

- (4) Sodding
- (5) Silt fence or other perimeter erosion / sediment control device installations
- (6) Erosion control blanket installation
- (7) Hydraulic tackifier installation
- (8) Turbidity curtain installation
- (9) Rock ditch check / sediment dam installation
- (10) Ditch liner / matting installation
- (11) Inlet protection
- (12) Riprap placement
- (13) Stormwater BMP installations (such as but not limited to level spreaders, retention / detention devices)
- (14) Pipe installations within jurisdictional areas

If a Level I *Certified Installer* is not onsite, the Design-Build Team may substitute a Level II Foreman for a Level I Installer, provided the Level II Foreman is not tasked to another crew requiring Level II Foreman oversight.

- (D) *Certified Designer* – Include the certification number of the **Level III Certified Designer** on the erosion and sediment control / stormwater component of all reclamation plans and if applicable, the certification number of the **Level III Certified Designer** on the design of the project erosion and sediment control / stormwater plan.

Preconstruction Meeting

Furnish the names of the *Certified Erosion and Sediment Control / Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designers* and notify the Engineer in writing of changes in certified personnel over the life of the contract within 2 days of change.

Ethical Responsibility

Any company performing work for the North Carolina Department of Transportation has the ethical responsibility to fully disclose any reprimand or dismissal of an employee resulting from improper testing or falsification of records.

Revocation or Suspension of Certification

Upon recommendation of the Chief Engineer to the certification entity, certification for Supervisor, Certified Foremen, Certified Installers and Certified Designer may be revoked or suspended with the issuance of an Immediate Corrective Action (ICA), Notice of Violation (NOV), or Cease and Desist Order for erosion and sediment control / stormwater related issues.

The Chief Engineer may recommend suspension or permanent revocation of such certification due to the following:

- (A) Failure to adequately perform the duties as defined within this certification provision

devices flush with concrete surfaces as directed. Fill holes in a neat and workmanlike manner with an approved non-metallic non-shrink grout, concrete or plug.

DRAINAGE PIPE

(9-1-11)

DB3 R36

Description

Where shown in the plans developed by the Design-Build Team, the Contractor shall use Reinforced Concrete Pipe, Corrugated Aluminum Alloy Pipe, Aluminized Corrugated Steel Pipe, Corrugated Polyethylene Pipe (HDPE Pipe) or Polyvinyl-Chloride Pipe (PVC Pipe) in accordance with the following requirements:

All pipe types are subject to the maximum and minimum fill height requirements as found on Roadway Standard Drawing 300.01 - Sheet 3 of 3. The appropriate Reinforced Concrete Pipe class and the appropriate gage thickness for Corrugated Aluminum Alloy Pipe and Aluminized Corrugated Steel Pipe shall be selected based on fill height.

Site specific conditions may limit a particular material beyond what is identified in this Special Provision. These conditions include, but are not limited to, abrasion, environmental, soil resistivity and pH, high ground water and special loading conditions. The Design-Build Team shall determine if additional restrictions are necessary.

Slope drains shall be Corrugated Aluminum Alloy Pipe, Aluminized Corrugated Steel Pipe, Corrugated Polyethylene Pipe (HDPE Pipe) or Polyvinyl-Chloride Pipe (PVC Pipe).

Transverse median drains, storm drainage system pipes, and open-ended cross drains shall be Reinforced Concrete Pipe unless the pipe slope is greater than 10%, in which case the pipe shall be either Corrugated Aluminum Alloy Pipe or Aluminized Corrugated Steel Pipe.

PRICE ADJUSTMENTS FOR ASPHALT BINDER

(9-1-11)

DB6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the 2012 *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 **\$598.46 per ton.**

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on December 1, 2014.

PRICE ADJUSTMENTS - ASPHALT CONCRETE PLANT MIX

(9-1-11) (Rev. 3-13-13)

DB6 R26

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

Page 6-18, Article 609-11 and Page 6-35, 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 per theoretical ton. This price shall apply for all mix types.

FIELD OFFICE

(6-1-07)

DB 08-01

Description

This work consists of furnishing, erecting, equipping and maintaining a field office for the exclusive use of Department Engineers and Inspectors at a location on the project approved by the Engineer. Provide a field office that complies with the current A.D.A. Design and Accessibility Standards, the National Electric Code, local, state, and federal regulations, and the following:

Procedures

The field office and equipment shall remain the property of the Design-Build Team upon completion of the contract. The field office must be separated from buildings and trailers used by the Design-Build Team and be erected and functional as an initial operation. Failure to have the field office functional when work first begins on the project will result in withholding payment of the Design-Build Team's monthly progress estimate. The field office must be operational throughout the duration of the project and be removed upon completion and final acceptance of the project.

Provide a field office that is weatherproof, tightly floored and roofed, constructed with an air space above the ceiling for ventilation, supported above the ground, has a width of at least 10 feet, and the floor-to-ceiling height that is at least 7 feet 6 inches. Provide inside walls and a ceiling that are constructed of plywood, masonite, gypsum board, or other suitable materials. Have the exterior walls, ceiling, and floor insulated.

Provide a field office with a minimum floor space of 500 square feet and that is equipped with the following:

the Design-Build Team shall follow the appropriate details in the document titled “Merger Implementation Team – Merger Process Information” which will be provided by the Department.

Any variations in the Department’s proposed design and / or construction methods that nullify decisions reached between the Department and environmental agencies; and / or require additional coordination with the environmental agencies shall be the sole responsibility of the Design-Build Team. The Department will not honor any requests for additional contract time or compensation associated with this additional coordination.

Unless stipulated otherwise in the Technical Proposal, the Department will schedule the interagency hydraulic design review meeting and the interagency permit impacts meeting for July 2015 and October 2015, respectively. The Design Build Team shall clearly identify in their Technical Proposal what months they would like the Department to schedule these meetings. Failure on the part of the Design-Build Team to meet these dates shall place all responsibility for delays resulting from missing these dates solely in the hands of the Design-Build Team.

Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall be bound by the terms of all signed planning documents, and approved minutes and commitments of all interagency meetings. The Design-Build Team shall be held accountable for meeting all permit conditions. The Design-Build Team shall be required to staff any personnel necessary to provide permit compliance.

Unless noted otherwise elsewhere in this RFP, the Department will not honor any requests for additional contract time or compensation for any efforts required in order to obtain any permit or permit modification, including but not limited to public involvement, additional design effort, additional construction effort and / or additional environmental agency coordination and approvals.

Major Permit Application Process

It shall be the Design-Build Team's responsibility to acquire information and prepare permit drawings that reflect the impacts and minimization efforts resulting from the aforementioned interagency hydraulic design review meeting and interagency permit impacts meeting, and from the project as designed by the Design-Build Team. Further, it shall be the Design-Build Team’s responsibility to provide these permit impact sheets (drawings) depicting the design and construction details to the Department as part of the permit application. The Design-Build Team shall be responsible for developing the permit application for all jurisdictional impacts. The permit application shall include all utility relocations required by the project. At a minimum, the permit application shall consist of the following:

- Cover Letter
- Minutes from the interagency hydraulic design review meeting and interagency permit impacts meeting
- Stormwater Management Plan (SWP)

SUBSURFACE DRAINAGE

(9-1-11)

DB8 R05

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

Page 8-11, Article 815-1, Delete the first sentence and replace with the following:

The Design-Build Team shall construct subsurface drains, underdrains, blind drains and other types of drains where groundwater is within 6 feet of subgrade.

REMOVE AND STOCKPILE EXISTING GUARDRAIL

(7-1-95) (Rev. 7-18-06)

DB8 R55

Carefully dismantle and remove existing guardrail and all components, concrete anchors included, at locations indicated in the plans developed by the Design-Build Team and neatly stockpile it on the right of way, with the small parts stored in sturdy containers, for removal by State Forces. Dispose of the concrete anchors.

GUARDRAIL ANCHOR UNITS, TYPE 350 (TL-3)

(4-20-04) (Rev. 2-17-15)

862

DB8 R65

Description

Furnish and install guardrail anchor units in accordance with the details in the plans developed by the Design-Build Team, the applicable requirements of Section 862 of the 2012 *Standard Specifications for Roads and Structures*, and at locations shown in the plans developed by the Design-Build Team.

Materials

The Design-Build Team may at their option, furnish any one of the guardrail anchor units or approved equal.

Guardrail anchor unit (X-Tension) as manufactured by:

Barrier Systems, Inc.
c/o Transportation Equipment Services Inc.
420 Boardwalk Dr.
Youngsville, NC 27596
Telephone: 877-499-8727

Guardrail anchor unit (ET-Plus) as manufactured by:

Trinity Industries, Inc.
2525 N. Stemmons Freeway
Dallas, Texas 75207
Telephone: 800-644-7976

The guardrail anchor unit (SKT 350) as manufactured by:

Road Systems, Inc.
3616 Old Howard County Airport
Big Spring, Texas 79720
Telephone: 915-263-2435

Prior to installation the Design-Build Team shall submit to the Engineer:

- (A) FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with **Article** 106-2 of the 2012 *Standard Specifications for Roads and Structures*.
- (B) Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with **Article** 105-2 of the 2012 *Standard Specifications for Roads and Structures*.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans developed by the Design-Build Team, and details and assembling instructions furnished by the manufacturer.

Construction Methods

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with **Article** 1088-3 of the 2012 *Standard Specifications for Roads and Structures* and is incidental to the cost of the guardrail anchor unit.

STREET SIGNS AND MARKERS AND ROUTE MARKERS

(07-01-95)

DB9 R01

Move any existing street signs, markers, and route markers out of the construction limits of the project and install the street signs and markers and route markers so that they will be visible to the traveling public if there is sufficient right of way for these signs and markers outside of the construction limits.

Near the completion of the project and when so directed by the Engineer, move the signs and markers and install them in their proper location in regard to the finished pavement of the project.

Stockpile any signs or markers that cannot be relocated due to lack of right of way, or any signs and markers that will no longer be applicable after the construction of the project, at locations directed by the Engineer for removal by others.

The Design-Build Team shall be responsible to the owners for any damage to any street signs and markers or route markers during the above described operations.

SUBLETTING OF CONTRACT

(11-18-2014)

108-6

SP1 G186

Revise the 2012 *Standard Specifications for Roads and Structures* as follows:

Page 1-66, Article 108-6 Subletting of Contract, line 37, add the following as the second sentence of the first paragraph:

All requests to sublet work shall be submitted within 30 days of the date of availability or prior to expiration of 20% of the contract time, whichever date is later, unless otherwise approved by the Engineer.

Page 1-67, Article 108-6 Subletting of Contract, line 7, add the following as the second sentence of the fourth paragraph:

Purchasing materials for subcontractors is not included in the percentage of work required to be performed by the Contractor. If the Contractor sublets items of work but elects to purchase material for the subcontractor, the value of the material purchased will be included in the total dollar amount considered to have been sublet.