



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

October 7, 2010

Addendum No. 3

Contract No.: C 202587
TIP No.: R-3329/R-2559
County: Mecklenburg and Union Counties
Project Description: Monroe Connector/Bypass extending from US 74 near I-485 in Mecklenburg County to US 74 between the towns of Wingate and Marshville in Union County

RE: Addendum No. 3 to Final RFP

To Whom It May Concern:

Reference is made to the Final Request for Proposals with Addendum No. 1 and No. 2 dated September 24, 2010 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:

Page No. 26 of the Project Special Provisions *Three Year Guarantee* has been revised. Please void Page No. 26 and staple the revised Page No. 26 thereto.

Page No. 190 of the *ITS Scope of Work* has been revised. Please void Page No. 190 and staple the revised Page No. 190 thereto.

Page No. 303 of the *ORT Toll Zone Scope of Work* has been revised. Please void Page No. 303 and staple the revised Page No. 303 thereto.

Page No. 308 of *Utility Coordination Scope of Work* have been revised. Please void Page No. 308 and staple the revised Page No. 308 thereto.

Page No. 500 of *Division One* has been revised. Please void Page No. 500 and staple the revised Page No. 500 thereto.

MAILING ADDRESS:
NC DEPARTMENT OF TRANSPORTATION
TRANSPORTATION PROGRAM MANAGEMENT
1595 MAIL SERVICE CENTER
RALEIGH NC 27699-1595

TELEPHONE: 919-250-4234
FAX: 919-212-5711

WEBSITE:
WWW.NCDOT.GOV

LOCATION:
CENTURY CENTER COMPLEX
ENTRANCE B-1
1020 BIRCH RIDGE DRIVE
RALEIGH NC

TIP R-3329/R-2559

Addendum No. 3

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If you have any questions or need additional information, I can be reached by telephone at (919) 250-4128.

Sincerely,



R.A. Garris, PE
State Contract Officer

RAG/JDK

cc: Mr. Steve DeWitt, PE
Mr. Victor Barbour, PE
Mr. Rodger Rochelle, PE
Ms. Teresa Bruton, PE
Mr. Barry Moose, PE
Ms. Jackie Armstrong, PE
Mr. Shannon Sweitzer, PE
Mr. George Hoops, PE

TRC Members
File

Warranty Bond - A bond issued by a surety which guarantees that the warranty requirements, including any observation periods extending beyond the Substantial Completion Date will be satisfied.

Breach of Warranty – A failure to perform Corrective Work or Immediate Corrective Work in accordance with the provisions contained herein.

Dispute Review Board - The team responsible for resolving disputes between the NCTA and the Design-Build Team regarding any claim of noncompliance with the warranty requirements, as detailed elsewhere within the Contract Documents.

Corrective Work - Work redone, repaired, corrected or replaced pursuant to the terms of this Warranty Provision. This term is used throughout this provision to collectively mean both Corrective Work and Immediate Corrective Work.

Immediate Corrective Work - Work redone, repaired, corrected or replaced that shall be undertaken immediately as it poses an imminent danger to the users of the facilities constructed under this project. If the NCTA determines that Immediate Corrective Work is necessary for public safety, the NCTA or its agent may perform emergency repairs. Prior to such emergency repairs, the NCTA will document the basis for the emergency action and will preserve evidence of the defective condition.

Project Warranty Term:

Excluding water and sewer work, the Warranty Term for each element of the Project shall commence upon Substantial Completion, as determined by NCTA, and shall remain in effect for three years thereafter subject to extension under the “Warranty Bond” section of this provision and notwithstanding any warranty term for specific Project elements that may be longer than warranty term set forth herein. The Warranty Term for water and sewer work shall commence once all water and sewer work performed for that owner is accepted and shall remain in effect for three years thereafter subject to extension under the “Warranty Bond” section of this provision and notwithstanding any warranty term for specific Project elements that may be longer than warranty term set forth herein.

These warranties are binding on the Design-Build Team’s successors, transferees, heirs, and assigns. If NCTA determines that any of the Work has not met the standards set forth in this Provision at any time within the Warranty Term, then the Design-Build Team shall correct such Work as specified below, even if the performance of such Corrective Work extends beyond the stated Warranty Term.

The Design-Build Team shall be responsible for any and all remediation activities at the on-site stream mitigation site for a period of twelve months following NCTA's final acceptance of the stream mitigation site at no additional cost to the NCTA.

Warranty Bond

The Design-Build Team shall furnish a single term warranty bond from a firm licensed to do business in the State of North Carolina, in an amount of five percent of the total amount bid for the entire project, as a prerequisite of determination of Substantial Completion. This bond will be

be completed. Obtain authorization for service in NCTA's name for NCTA-owned locations. Make application for service in NCTA's name for NCTA-owned locations.

NCTA will be responsible for all other expenses associated with providing service taps. The Design-Build Team will be responsible for all expenses associated with utility installation costs, hookups, etc. Once installed, NCTA will be responsible for monthly utility company usage charges prior to final acceptance.

(F) Maintenance and Repair of Material

Ensure that an IMSA certified, or equivalent, Level II traffic qualified technician is standing by to provide emergency maintenance services whenever any electrical work is performed. Standby status is defined as being able to arrive, fully equipped, at the work site within two hours ready to provide maintenance services.

Furnish the Engineer with the name, office telephone number, cellular (mobile) telephone number, and pager number of the supervisory employee who will be responsible for maintenance and repair of equipment during all hours.

Maintain and repair all ITS devices and communications related equipment within the project construction limits until completion of the observation period and receipt of written notification of final acceptance of the project.

For all failures, malfunctions, or damages to equipment, begin necessary repairs within four hours of notification. Complete repairs within eight hours of notification. The inability to contact the supervisory employee or prearranged alternate will not extend repair time requirements.

Remove and replace all ITS devices and communications related equipment that fails.

Except for damages and malfunctions caused by the Design-Build Team's work activities, the Design-Build Team will not be held responsible for pre-existing conditions reported to the Engineer before starting any work at the specific location. The Design-Build Team shall assume responsibility for all maintenance and emergency services necessary once work has begun at an existing device location and for all damages and malfunctions caused either directly or indirectly by the Design-Build Team's work activities.

In the event the Design-Build Team fails to perform in accordance with the Plans and Scope of Work within the time frame specified, NCTA reserves the right to perform maintenance and emergency service necessary to ensure continuous operation. Further, all expenses incurred by NCTA in implementing this option will be deducted from payment due the Design-Build Team, plus \$2,500 liquidated damage per occasion, per day, or any portion thereof, until corrected.

Maintain system equipment until the completion of the 60-day observation period and the receipt of written notification from the Engineer of final acceptance of the project.

(G) Wire and Cable

Comply with Section 1700-3 (J) of the *Standard Specifications*.

(H) Grounding

Comply with Section 1700-3 (K) of the *Standard Specifications*.

(I) Electrical Bonding

Comply with Section 1700-3 (L) of the *Standard Specifications*.

Coordinate with the local utility company(ies), make application(s) in the name of NC Turnpike Authority, and pay all deposit fees to provide necessary electrical and communication services for the ORT Facility(ies). The Design-Build Team shall be responsible for any application and connection fees. **NCTA will be responsible for the costs to install the service tap.** The Design Build Team shall be responsible for any utility service installation from the service tap to the ORT Toll Zone Buildings. The Design-Build Team will not be responsible for paying the monthly power bills.

Grounding

Provide a grounding system at all new and revised ORT Toll Zone Building electrical service points unless otherwise specified. In addition to NEC requirements, test grounding electrode resistance at connection point to electrical service ground bus for a maximum of 20 ohms. Furnish and install additional ground rods to grounding electrode system as necessary to meet test requirements. Submit a completed Grounding Test Results form. Provide a length of marker tape 12-inches below finished grade directly over grounding electrodes and conductors.

Lightning Protection

Design and install Lightning Protection System for the ORT Toll Zone Building and Gantry in conformance with and certified by the Lightning Protection Institute (L.P.I.) Installation Code LPI-175. Products shall comply with Underwriters Laboratories, Inc. Master Label Code 96A and NFPA 780. The lightning protection system installer shall submit a UL Master Label and L.P.I. system certification upon completion of the Work.

Standby Generator

Furnish and install a permanent mounted standby generator for uninterrupted electrical service in the case of electrical service failures. The table below shows sizes of generator anticipated for the ORT Toll Zones. Coordinate with the Toll System Integrator in confirming the size of the standby generators.

Anticipated Standby Generator to Power ORT Facility

Mainline Toll Zone - 60 kW

Ramp Toll Zone - 45 kW

Provide standby generator to power each complete ORT Toll Zone to include toll equipment, video tolling cameras and lights, sensors, DMS on gantries, lighting, electrical system, security system, monitoring and HVAC services. Size the propane standby generator to provide 100 percent ORT Toll Zone backup power plus 25% additional capacity for a minimum of 72 hours. Provide standby generator with an automatic transfer switch designed to run after 5 seconds of power outage. Evaluate and include a method for reducing the noise impact caused by the power generators to residences near proposed ORT Toll Zone Building locations. Provide fuel tank with a level sensing device that will interface with future building automation system provided by others. Install a transfer switch to interact and directly communicate with building automation system for critical status indications. Provide Tolls Systems Integrator with Interface

V. The Design-Build Team shall be required to utilize the NCDOT Utility Encroachment Agreements as necessary in relocating utilities. The Encroachment Agreements shall be used under the following conditions:

- (A) If a utility company is not occupying a valid right of way / compensable interest and the proposed relocation will place the relocated utilities within the existing or proposed highway right of way.
- (B) For **all** new utility installations within the existing or proposed highway right of way. This includes all water, sewer and gas lines owned by entities covered under *General Statute 136-27.1 and 136-27.2*.

VI. The Utility Relocation Agreements and encroachment agreements are available from the NCDOT. See Pages 59 and 60 of the *NCDOT Utility Manual on Policies & Procedures for Accommodating Utilities on Highway Right of way* for the different types of encroachment agreements available for use.

Preparation for Communication Cables / Electrical Services for Lighting, ITS, Toll Gantries, & ORT Facilities:

- I. Prior to establishing the location for new meter poles, the Design-Build Team shall coordinate with the local Power Distribution Company concerning accessibility of E/C Service and safety in maintenance of the meter.
- II. Prior to installation, the Design-Build Team shall provide plans for review and approval for all service taps that require a parallel installation within the highway controlled access (C/A).

Parallel service installations within C/A shall be buried and located as close to the R/W line as practical. Only due to unusual circumstances will parallel aerial service installations within C/A be allowed. The Design-Build Team shall justify the allowance of parallel aerial service installation and obtain NCDOT approval prior to installation.

III. The Design-Build Team shall be responsible for all coordination activities required for the utility company to provide service taps. Prior to the Design-Build Team developing the associated designs and / or instructing the utility company to proceed with providing the service taps, the Design-Build Team shall obtain approval of the service tap locations from the NCTA. The NCTA will be responsible for construction costs associated with the utility company providing service taps.

Preparation for Adjusting Existing Utilities due to Proposed Traffic Management Systems Fiber Optic Communication Cables:

- I. See Signals Scope of Work.
- II. The Design-Build Team shall be responsible for the coordination activities required for the utility company to adjust or relocate existing facilities to accommodate the proposed ITS Communication Cable. The NCTA shall approve adjustments and relocations of existing facilities prior to the Design-Build Team developing the associated designs. The

employees or subcontractors and is not bidding for the benefit of another Design-Build Team.

- (C) **Debarment Certification** In compliance with applicable Federal and State laws and regulations, each and every proposer shall furnish the Department with a debarment certification, stating that he is not debarred, or if he is debarred, an explanation shall be included. The explanation will not necessarily result in denial of participation in a contract. Failure to furnish a certification or an explanation will be grounds for rejection of a Price Proposal. If the prequalified proposer's status changes, he shall immediately submit a new fully executed debarment certification with an explanation of the change.

Failure to have a fully executed non-collusion affidavit and debarment certification on file in the Contractual Services Office prior to submitting Price Proposals will cause those Price Proposals to be non-responsive.

- (1) **Paper Bid** Execution of Bid, Noncollusion Affidavit and Debarment Certification forms will be included in the Request for Proposals as part of the signature sheets. Execution of the signature sheets will also constitute execution of the Price Proposal, non-collusion affidavit and the debarment certification. The signature sheets shall be notarized.

102-11 BID BOND OR BID DEPOSIT

Each Price Proposal shall be accompanied by a corporate bid bond or a bid deposit of a certified or cashiers check in the amount of at least 5% of the total amount bid for the contract. When a Price Proposal is secured by a bid deposit (certified check or cashiers check), the execution of a bid bond will not be required.

If the proposer has failed to meet all conditions of the bid bond and the Department has not received the amount due under the bid bond, the proposer may be disqualified from further bidding as provided in Article 102-16.

No Price Proposal will be considered or accepted unless accompanied by one of the foregoing securities. The bid bond shall be executed by a Corporate Surety licensed to do business in North Carolina and the certified check or cashiers check shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation and made payable to the *Department of Transportation* in an amount of at least 5% of the total amount bid for the contract. The condition of the bid bond or bid deposit is: the Proposer shall not withdraw within 120 days after the latest submission of the Technical and Price Proposal, and if the Board of Transportation shall award a contract to the Proposer, the Proposer shall within 14 calendar days after the written solicitation of bonds is received by him give, payment and performance bonds with good and sufficient surety as required for the faithful performance of the contract and for the protection of all persons supplying labor and materials in the prosecution of the work; in the event of the failure of the Proposer to give such payment and performance bonds as required, then the amount of the bid bond shall be immediately paid to the Department of Transportation as liquidated damages, or, in the case of a bid deposit, the deposit shall be forfeited to the Department of Transportation.

Withdrawal of a Price Proposal due to a mistake made in the preparation of the Price Proposal, where permitted by Article 103-3, shall not constitute withdrawal of a Price Proposal as cause for payment of the bid bond or forfeiture of the bid deposit.