



TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.transportation.ky.gov/

Steven L. Beshear
Governor

Michael W. Hancock, P.E.
Secretary

November 26, 2013

CONTRACT ID NO. 13-9004

ADDENDUM # 2

Subject: Pulaski County
Letting February 14, 2014

- (1) Revised - Section 6.2 to reflect the new Price Proposal submittal date of February 14, 2014
- (2) Revised - Section 6.11 to reflect new Price Proposal submittal date, as well as the added Utility Coordination Meeting on December 2, 2013
- (3) Revised - Section 12.1 to include a description of the added Utility Coordination Meeting to be held on December 2, 2013.
- (4) Revised - Section 15.10: Language added that mandates minimum left turn lane lengths at intersections, including those added for median crossovers.
- (5) Revised - Section 18.1: The points assigned to Schedule/Capacity was revised to show the intended 25 points.

Proposal revisions are available at <http://transportation.ky.gov/Construction-Procurement/>.

If you have any questions, please contact us at 502-564-3500.

Sincerely,

A handwritten signature in blue ink that reads "Ryan Griffith".

Ryan Griffith
Acting Director
Division of Construction Procurement

RG:ks
Enclosures



An Equal Opportunity Employer M/F/D

6.2**CONFLICT OF INTEREST:**

The DBTs certify, by the signatures of duly authorized representatives, that they are legally entitled to enter into this solicitation and contract and that they shall not be violating, either directly or indirectly, any conflict of interest statute under KRS Chapters 45A or 11A or ethical provisions under KRS Chapter 11A. Forms shall be signed and submitted by an authorized agent of the DBT with the Price Proposal on February 14th, 2014.

Technical & Price Proposal Submission Requirements

The submittal process will involve a 2 step process (Technical and Price Proposal) and below is a schedule of dates for the submittal:

<i>Date</i>	<i>Submittal</i>
November 1, 2013	Request for Proposals
November 15, 2013	Pre-Proposal Meeting (Mandatory)
December 2, 2013	Utility Coordination Meeting
December 6, 2013	Letter of Qualifications Due
January 10, 2014	Last Day for Questions
January 17, 2013	Technical Proposals Due
February 14, 2014	Price Proposals Due
February , 2014	Project Award
August 1, 2015 or before	Substantial Completion Date

Technical Proposal

A DBT may submit only one proposal. The format and content are as specified. Alternate proposals shall not be allowed. Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the DBT's ability to meet the requirements of this solicitation. Fancy bindings, colored displays or promotional materials shall receive no evaluation credit. Emphasis shall be on completeness and clarity of content. The KYTC retains the right to request, receive and consider additional information and clarifications throughout the evaluation process.

DBTs shall submit one (1) original and ten (10) copies of the technical proposal and any preliminary plans under a single sealed cover. The DBTs shall also submit a CD, DVD, or thumb drive containing the Technical Proposal and all supporting documentation in Portable Document Format, PDF. Proposals shall be received no later than 4:00 p.m., Eastern Standard Time, on 1-17-2014. The KYTC shall reject any proposal received after 4:00 p.m. , Eastern Standard Time, on 1-17-2014 and shall return it unopened to the proposer. In order to be considered, the original proposal shall be signed in blue ink by an authorized representative of the DBT.

The proposal shall be clear and concise, and provide the Scoring Committee with an understanding of the DBT's ability to undertake and complete the proposed work in a thorough manner. The proposal is limited to 25 pages 8.5" by 11" which will include resumes, similar projects, project schedule, and technical write-up. The DBT may provide unlimited 11" by 17" pages for supporting details and graphics (ie plan sheets, profiles, etc). A page is defined as an 8.5" by 11" or 11" by 17" sheet which contains text, pictures, graphs, charts, plan sheets, or any other graphics. An 11" by 17" sheet shall not contain only text but shall contain pictures, graphs, charts, plans, or other graphics. Any preliminary plans shall be completed with a readable scale on 11" by 17" sheets. The proposals shall either be mailed or hand delivered by 4:00 PM (EST) on January 17, 2014 to:

Mr. Ryan Griffith, P.E., Director
 Division of Construction Procurement
 200 Mero Street, 3rd Floor

Frankfort, KY 40622

The outside cover of the package containing the proposal shall be marked:
Technical Proposal for
Pulaski County - Somerset Southeast Bypass
Item No. 8-119.00
Design-Build: FY 2014 Design Build #4

Price Proposal

The total price offered by the DBT for its proposal for all work specified in the Contract is referred to herein as the “Price Proposal”.

Provide a hardcopy Price Proposal bearing original signature(s) by an authorized employee of the DBT. All other methods of submitting the Price Proposal shall be considered non-responsive and ineligible for Award.

Provide a Bid Bond. The KYTC Bid Bond form is available on-line at:

<http://transportation.ky.gov/Organizational-Resources/Forms/TC%2014-14.pdf>

or by contacting the KYTC at 502-564-3500. Each DBT shall submit a Bid Bond with its proposal in the amount of at least five percent of the Price Proposal, issued by a surety meeting the requirements of the contract. Alternatively, DBTs may submit cash, a certified check, or a cashier’s check payable to KYTC in this amount. A Bid Bond shall not be conditioned in any way to modify the minimum five percent required. Proposals that fail to include a Bid Bond or cash deposit in compliance with this subsection shall be deemed non-responsive and shall be rejected by KYTC. This bond shall be submitted with the Price Proposal in the same sealed envelope and will not be opened until completion of the review of the Technical Proposals. The DBT shall supply all necessary certifications noted in Appendix L with the Price Proposal.

KYTC shall not accept Price Proposals by facsimile or electronic transmission. Any Price Proposal that fails to meet the deadline or delivery requirement shall be rejected and returned to the DBT without having been opened, considered, or evaluated. The KYTC shall not be responsible for a late Price Proposal due to failure of the DBT to allow sufficient time for delivery of the Price Proposal.

KYTC shall not open the Price Proposal until the completion of the evaluation of the Technical Proposals.

Sealed Price Proposals shall be submitted by mail or hand by 2:00 PM (EST) **February 14, 2014** to:

Mr. Ryan Griffith, P.E., Director
Division of Construction Procurement
200 Mero Street, 3rd Floor
Frankfort, KY 40622

The outside cover of the package containing the proposal shall be marked:

Price Proposal for
Pulaski County - Somerset Southeast Bypass
Item No. 8-119.00
Design-Build: FY 2014 Design Build #4

12.1 GENERAL REQUIREMENTS

A number of existing utilities are located within or in the vicinity of the Project Right-of-Way, some pursuant to statutory rights and some pursuant to property rights. During the initial two-lane construction phase of the Somerset Southeast Bypass, conflicting utilities were relocated outside of the assumed ultimate four-lane disturbed limits, so it is KYTC's belief that utility relocations should be minimal. However, RECC has subsequently placed a number of poles on the right of way that may require relocation, and it is acknowledged that the potential for conflicts with water, sewer, gas, and/or electric/cable/telephone exist at the major crossings of KY 769 and KY 192. The DBTs are advised it is their responsibility to locate all utilities and take into account impacts their design creates.

This Section establishes procedures and requirements for adjusting utilities, if deemed necessary, including such processes as coordination with utility owners, administration of the engineering, construction, and other activities necessary for utility adjustments, and required documentation.

The DBT shall cause all utility adjustments necessary to accommodate construction, operation, maintenance and/or use of the project, in both its initial configuration and in its ultimate configuration. The DBT shall be responsible for preparing and executing all agreements with the utility owners impacted by the project. Some utility adjustments may be performed by the utility owner with its own forces and/or contractors and consultants (i.e., utility owner-managed); all others shall be performed by the DBT with its own forces and/or contractors and consultants (subject to any approval rights required by the utility owner for those working on its facilities) (i.e., DBT-managed). The allocation of responsibility for the utility adjustment work between DBT and the utility owners shall be specified in the Utility Agreements executed by the DBT with the respective utility owner. All costs associated with the design, right-of-way (utility easement) and relocation of utilities for this project shall be the responsibility of the DBT. The DBT shall clearly demonstrate in the schedule prepared for the project how the utility relocation work is to be accomplished. No contract time extensions shall be granted to the DBT due to relocation of utilities for the project.

The DBT's obligations regarding reimbursement to utility owners for all costs of utility adjustment work shall be as set forth in the Utility Agreements prepared for the project by the DBT and in conformance with FHWA's *Program Guide for Utility Relocation and Accommodation for Federal-Aid Projects*. In general, in order to facilitate the timely relocation of the utilities for the Project, KYTC has advised all respective utility companies thought to be potentially impacted by the project that the costs associated with utility relocation work shall be reimbursed to the respective utility owner by the DBT. This includes both public and private utilities. However, as per FHWA's *Program Guide for Utility Relocation and Accommodation for Federal-Aid Project*, any "betterments" to the utilities made as part of the relocation work are not eligible project expenses and shall not be included in the project costs. The DBT and the respective utility owner shall

clearly demonstrate in the agreements prepared for the project how any “betterments” planned for the Utility facilities during the relocation work are paid for using non-project funds. The DBT shall be responsible for strictly adhering to this requirement. Should it be determined that project funds have been used for betterment of the utility facilities without prior approval by KYTC, an amount equal to the cost determined to be expended upon betterment of the utility facilities relocated for the project shall be deducted from the DBT’s contract amount.

This Section does not address utility services to the project. Utility services to the project shall be the subject of separate agreements between the DBT and utility owners.

A utility coordination meeting will be held at the Somerset District 8 office on December 2 at 10:00 AM. The purpose of this meeting is to have all utility owners present at one time/location so that the DB teams may be presented with consistent information from each utility company. It is felt that this meeting will be mutually beneficial to the DB team, as well as the utility companies. This meeting is not mandatory. The attendance of the DB team, however, is strongly recommended.

15.10 Additional Description of Required Work

All areas disturbed along residential properties shall be restored using seeding and protection. Approach roads and commercial entrances may require reconstruction. As a part of this reconstruction, as a minimum, existing widths and profile grades shall be maintained or improved upon. It is the intent of this contract to pave ALL entrances, on both the eastern and western side of KY 914, to the tie down point or to the right of way line. This may require work off the existing Right of Way and in accordance with Section 12 of this document.

The DBT shall ensure that each entrance within the project corridor retains at least the same level of ingress/egress that existed prior to any proposed improvements. This means that all existing access points within the project corridor will be directly accessible from both eastbound and westbound directions on KY 914. If an entrance is proposed to be moved, then it shall be moved to a location where it complies with the required 1,200' spacing between consecutive entrances, and the profile grade is equivalent or better than the profile grade of the existing entrance. Additionally, the relocated entrance must be equivalently functional to the affected property owner. All median crossovers constructed with this project shall include left turn lanes designed according to KYTC policy.

All auxiliary lanes shall be designed according to current KYTC policy. However, under no circumstances shall the left turn lanes at any location be shorter than what is currently provided. The left turn lanes provided on KY 914 at the KY 769 and KY 192 intersections shall be offset 12', and shall have a minimum storage/decel length of 500', with an additional 100' bay taper. Left turn lanes will be required at all median crossovers, with a minimum storage/decel length of 350; plus an additional bay taper length of 100'. An additional left turn lane (dual left turn lanes) will be required on KY 80 westbound leading to southbound KY 914 (See Appendix B). The additional left turn lane to be added to KY 80 westbound will be of equivalent length as the left turn lane currently in operation. Split phasing the signal at KY 80 will not be considered as an option.

Following completion of the grade work required with this contract, the existing driving lanes and shoulders shall be milled, and resurfaced using the appropriate asphalt mixture, to a depth of 1.5".

All existing guardrail, eastbound and westbound, within the project limits shall be removed and replaced with this project.

18.1 Technical Proposal (40 Points)

A. Schedule / Capacity (25 Points)

The DBT shall establish a substantial completion date for the project which shall be no later than August 1, 2015. Early substantial completion date of the project is preferred and liquidated damages shall apply on the date submitted by the DBT as part of his submittal. If the project is not completed by DBT's designated date, liquidated damages per Section 108.09 of the Standard Specifications shall be applied for each calendar day including weekends and holidays. Contrary to current specifications, liquidated damages, in the amount of \$5,000.00/per day shall be assessed through the winter months and during any times when a work item cannot be pursued due to seasonal limitations.

The Scoring Committee shall evaluate the ability of the DBT to complete the project based on the following:

- **Proposed Schedule (20 points)** (see Section 8.1) submission shall include a CPM schedule to clearly demonstrate the DBT approach with the following specific dates (at a minimum):

Phase II

- 1) Final Plans-in-Hand and Drainage Inspection Date:
 - 2) Maintenance of Traffic Plan Submittal Date:
 - 3) Submittal of Review Plans Date:
 - 4) Final Plan Submittal Date (see also "Buildable Units" Section 20):
 - 5) Construction Start Date:
 - 6) Substantial Completion Date:
- **Capacity (5 Points)** Current projects and availability of DBT members (Switching of team members after the award of this project shall only be allowed upon written approval by the KYTC.)