



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

MICHAEL F. EASLEY
GOVERNOR

LYNDO TIPPETT
SECRETARY

January 30, 2007

Addendum No. 1

RE: Contract Number: C201650
TIP Number: I-3306BB
County: Durham / Orange
Project Description: I-40 from west of the Orange County Line to east of NC 147

February 20, 2007 Letting

To Whom It May Concern:

Reference is made to the Request for Proposal recently furnished to you on the above project. The following revisions have been made to the Request for Proposal:

The *Cover Sheet* has been revised.

The *Table of Contents* has been revised.

On Page 3, the *Project Schedule* Project Special Provision has been revised.

On Page 4, the *Fuel Price Adjustment* Project Special Provision has been revised.

On Page 20, the *Price Adjustments for Asphalt Binder* Project Special Provision has been revised.

On Pages 21 and 22, the *Guarantee for Pavements* Project Special Provision has been revised.

On Page 25, the *Quality Control Plan* Project Special Provision has been revised.

On Page 29, the *Final Surface Testing – Asphalt Pavements* Project Special Provision has been revised.

On Page 30, the *Patching Concrete Pavement Spalls* Project Special Provision has been revised.

On Page 31, the *Concrete Bonded Overlay Removal* Project Special Provision has been revised.

On Page 38, the *General Section* has been revised.

On Page 46, the *Design-Build* Scope of Work has been revised.

On Pages 47 – 49 and 51 – 53, the *Traffic Control* Scope of Work has been revised.

On Pages 57 and 58, the *Incident Management & Traveler Information* Scope of Work has been revised.

On Pages 102 and 103, the *Division One - Section 106 Control of Material* Standard Special Provision has been revised.

Page 1 of the *Itemized Proposal Sheet* has been revised.

The enclosed original (labeled) Final RFP (January 30, 2007) that contains Addendum No. 1 is being supplied to you. This original labeled RFP must be used to submit the Price Proposal.

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

TELEPHONE: 919-250-4128
FAX: 919-250-4119
WEBSITE: WWW.DOH.DOT.STATE.NC.US

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

One bound copy and one unbound copy of the Final RFP (January 30, 2007) that contains Addendum No. 1 are available for you on the Design-Build pick-up table located in Century Center Building "B". It is the Design-Build Team's responsibility to ensure that the unbound copy is complete and includes all the information contained in the bound RFP. The Department assumes no responsibility and makes no claims for its use. Additional bound copies may be obtained, at a cost of \$25.00 per copy, by contacting Ms. Betty Rawls at 919-250-4128.

Also enclosed are a complete set of contract Roadway Plans that include revised Sheet Nos. 2-4, 6-8, 17-19, 21-25, 38 and 42-44 signed and sealed on January 26, 2007. The changes in the Roadway Plans include:

- On Typical Section Sheet No. 2, Detail No. 3 has been revised to clarify the concrete bonded overlay removal / resurfacing limits for the ramps / loops
- On Typical Section Sheet No. 2, Detail No. 5 has been added
- On Sheet No. 3, the quantities have been revised
- On Plan Sheet No. 4, the *Tie-In on -LLT- (WBL's)* Detail has been revised
- On Plan Sheet Nos. 6-8, 17-19, 23-25, 38 and 42-44, the limits of the concrete bonded overlay removal / resurfacing limits have been clarified for the ramps / loops
- On Plan Sheet Nos. 21 and 22, required removal of the concrete bonded overlay on the westbound median lane has been included

Please void all Roadway Plans previously provided to you. Your Design-Build Proposal shall be based on the enclosed contract Roadway Plans.

Also enclosed are a complete set of contract Pavement Marking Plans that include revised Sheet Nos. PM-1, PM-4, PM-5, PM-8, PM-9, PM-12, PM-13, PM-14, PM-20, PM-23, PM-24 and PM-25 signed and sealed on December 29, 2006. The changes in the Pavement Marking Plans include:

- The addition of notes for the pavement marking / marker requirements for ramps / loops

Please void all Pavement Marking Plans previously provided to you. Your Design-Build Proposal shall be based on the enclosed contract Pavement Marking Plans.

Please note that the Technical and Price Proposals are now due **February 12, 2007 at 4:00 p.m.**

Sincerely,



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

cc: Mr. Bill Rosser, PE (w/)
Mr. Steve Varnedoe, PE (w/)
Mr. John Nance, PE (w/)
Mr. Wally Bowman, PE (w/)
Mr. Ellis Powell, PE (w/)
Ms. Deborah Barbour, PE (w/)
Mr. Victor Barbour, PE (w/)
Mr. Art McMillan, PE (w/)
Mr. Rodger Rochelle, PE (w/)
Mr. John Sullivan, PE – FHWA (w/)
Mr. Clarence Coleman, PE - FHWA (w/3)
Mr. Jay Bennett, PE (w/)
Mr. Tracy Parrott, PE (w/3)
Ms. Kelly Becker, PE (w/)
Mr. Steve Johnson (w/)

Mr. Barney Blackburn, PE (w/3)
Mr. Ron Davenport, PE (w/)
Mr. Mike Kneis, PE (w/)
Mr. Cecil Jones, PE (w/)
Mr. Calvin Leggett, PE (w/)
Mr. Tony Wyatt, PE (w/)
Mr. Brian Mayhew, PE (w/)
Ms. Marsha Sample (w/)
Mr. Clark Morrison, PhD, PE, (w/)
Ms. Michelle Long, PE (w/)
Mr. Jim Speer, PE (w/)
Mr. Lawrence Gettier, PE (w/)
Technical Review Committee Members (w/)
File (w/)
Ms. Teresa Bruton, PE (w/5)

-- STATE OF NORTH CAROLINA--
DEPARTMENT OF TRANSPORTATION
RALEIGH, N.C.

FINAL RFP

Includes

Addendum No. 1 January 30, 2007

DESIGN-BUILD PROJECT

TIP I-3306BB

January 30, 2007

VOID FOR BIDDING

DATE AND TIME OF TECHNICAL AND PRICE PROPOSAL SUBMISSION: **February 12, 2007 AT 4:00 PM**

DATE AND TIME OF PRICE PROPOSAL OPENING: **February 20, 2007 AT 2:00 PM**

CONTRACT ID: C 201650

WBS ELEMENT NO. 34178.3.5

FEDERAL-AID NO. NHF-40-4-(132)271

COUNTY: Orange / Durham

ROUTE NO. I-40

MILES: 10.401

LOCATION: I-40 from West of Orange / Durham County Line to East of NC 147

TYPE OF WORK: DESIGN-BUILD AS SPECIFIED IN THE SCOPE OF WORK
CONTAINED IN THE REQUEST FOR PROPOSALS

NOTICE:

ALL PROPOSERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE PROPOSER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. PROPOSERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE PROPOSER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

5% BID BOND OR BID DEPOSIT REQUIRED

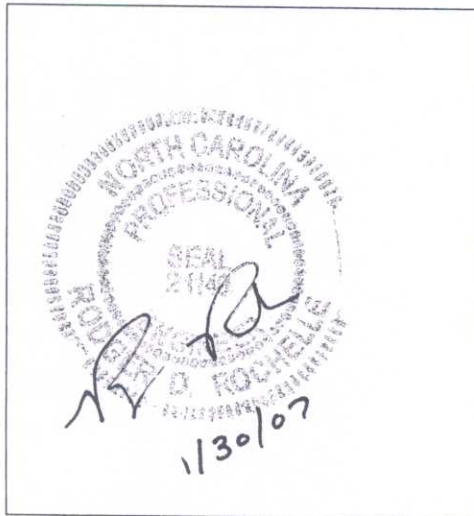
Unless otherwise noted herein, the Design-Build Team shall assume full responsibility, including liability, for the project design, including the use of portions of the Department design, modification of such design, or other designs as may be submitted by the Design-Build Team.

The Design-Build Team shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract, and shall indemnify and hold the Department harmless for any additional costs and all claims against the Department or the State which may arise due to errors or omissions of the Department in furnishing any preliminary project designs and information, and of the Design-Build Team in performing the work.

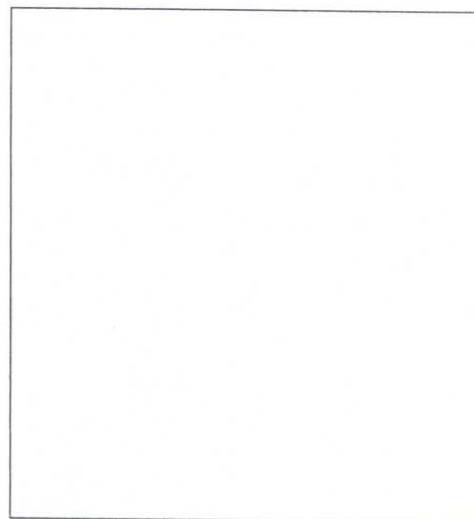
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, JANUARY 2006*, as well as, all design manuals, policy and procedures manuals, and AASHTO publications and guidelines referenced in the Request For Proposal, with all amendments and supplements thereto, are by reference, incorporated and made part of this contract; that, except as herein modified, all the design, construction and Construction Engineering Inspection included in this contract is to be done in accordance with the documents noted above and under the direction of the Engineer.

If the Design-Build Proposal is accepted and the award is made, the Technical Proposal submitted by the Design-Build Team is by reference, incorporated and made part of this contract. The contract is valid only when signed either by the Contract Officer or such other person as may be designated by the Secretary to sign for the Department of Transportation. The conditions and provisions herein cannot be changed except by written approval as allowed by the Request For Proposal.

Accompanying the Design-Build Proposal shall be a bid bond secured by a corporate surety, or certified check payable to the order of the Department of Transportation, for five percent of the total bid price, which deposit is to be forfeited as liquidated damages in case this bid is accepted and the Design-Build Team shall fail to provide the required payment and performance bonds with the Department of Transportation, under the condition of this proposal, within 14 calendar days after the written notice of award is received by them, as provided in the Standard Specifications; otherwise said deposit will be returned to the Design-Build Team.



*State Alternative Delivery
Engineer*



State Contract Officer

TABLE OF CONTENTS

COVER SHEET (white-1)

PROPOSAL SHEETS (white-1)

PROJECT SPECIAL PROVISIONS (green-2) *PAGE NO.*

Contract Time and Liquidated Damages..... 1

Intermediate Contract Time No.1 and Liquidated Damages..... 1

Traffic Control Liquidated Damages..... 1

Compensation..... 2

Towing and Motorist Assistance Price Adjustment.....2

Project Schedule..... 2-4

Fuel Price Adjustment..... 4

Execution of Signature Sheets and Debarment Certification..... 5

Submission of Design-Build Proposal..... 5-6

Schedule of Estimated Completion Progress..... 6

Disadvantaged Business Enterprise..... 6-15

Certification for Federal-Aid Contracts..... 15-16

U. S. Department of Transportation Hotline..... 16

Submission of Records – Federal-Aid Projects..... 16-17

Subsurface Information..... 17

Bid Documentation..... 17-20

Outsourcing Outside the U.S.A 20

Act of God..... 20

Price Adjustments for Asphalt Binder..... 20

Guarantee for Pavements..... 21-25

Quality Control Plan..... 25-26

Final Surface Testing - Asphalt Pavements..... 26-29

Asphalt Tack Coat..... 29

Field Verification of Job Mix Formula..... 29

Overruns and Underruns of Contract Quantities..... 30

Patching Concrete Pavement Spalls..... 30-31

Concrete Bonded Overlay Removal..... 31-33

Towing and Motorist Assistance..... 33-34

GENERAL (green-2)..... 35-45

SCOPES OF WORK (green-2)

Design-Build..... 46

Traffic Control 47-56

Incident Management and Traveler Information..... 57-58

Public Information..... 59-60

STANDARD SPECIAL PROVISIONS (yellow-2)

Plant and Pest Quarantines..... 61

Asphalt Pavements - Superpave.....61-64

Asphalt Binder Content of Asphalt Plant Mixes..... 65

Street Signs and Markers and Route Markers..... 65

Aggregate Production..... 65

Concrete Brick and Block Production..... 66

Aggregates for Asphalt Pavements and Surface Treatments (Ultra-Thin)..... 66

Glass Beads..... 66

Availability of Funds – Termination of Contracts..... 67

NCDOT General Seed Specification for Seed Quality 68-70

Errata..... 71-73

Award of Contract..... 74

Minority and Female Employment Requirements..... 75-77

Required Contract Provisions Federal-Aid Construction Contracts..... 78-87

Wage Rates..... 88-90

Minimum Wages 91

Division One..... 92-108

PROPOSAL FORMS, ITEMIZED SHEET, ETC.

Itemized Proposal Sheets (white sheet -1)

Listing of DBE Subcontractors (yellow sheets - 1)

Execution of Bid, Noncollusion Affidavit & Debarment Certification Signature Sheets
(yellow sheets -1)

Design-Build Team's Scheduling Representative

Designate a Design-Build Team authorized representative responsible for developing, updating, and revising the Design-Build Team's Project Schedule. The scheduling representative should attend all schedule related meetings and be capable of providing and presenting information related to the Project Schedule, updates, revisions and related impacts to construction activities, milestones and overall progress.

Project Schedule

The Design-Build Team shall submit a Project Schedule for review within thirty (30) calendar days of receiving the Notice of Award. The Department will review the Project Schedule within seven (7) calendar days of receipt. The Design-Build Team shall make any necessary corrections or adjustments to the Project Schedule as necessitated by the Department's review within seven (7) calendar days. The Department will review the revised Project Schedule within seven (7) calendar days of receipt.

The Department's review of the Project Schedule in no way attests to the validity of the assumptions, constraints, resource allocations, production rates or any other aspect of the Project Schedule. The Design-Build Team is solely responsible for the planning and execution of work in order to meet project milestones and contract completion dates.

The Design-Build Team shall develop a Project Schedule containing the following items:

1. A time scale diagram with milestone dates and, within each milestone, major work activities clearly labeled.
2. A cash curve corresponding to the milestones and work activities established above.

Major Milestones are derived from the project construction phasing and should include, at minimum, the following:

- Date of availability
- Design submittals
- Equipment / material acquisition
- Start of construction
- Intermediate completion dates or times
- Seasonal limitation durations
- Traffic shifts
- Detour installation
- Road openings
- Beginning and end of each traffic control phase or work area
- Construction completion date
- Contract completion date

As part of the project schedule package, the Design-Build Team shall provide a written narrative that explains the sequence of work, the controlling operation or operations, intermediate completion dates, milestones, project phasing, anticipated work schedule, and estimated resources. In addition, the Design-Build Team shall explain how permit requirements,

environmental requirements, submittal tracking, and coordination with subcontractors, and other entities will be performed.

The Design-Build Team shall provide a written narrative each month detailing the work and percentage of work completed, anticipated sequence of upcoming work (2 month forecast), controlling operation/s, interim completion dates/times, and milestones. If any milestones are exceeded or will not be attained, the Design-Build Team shall provide in the written narrative details of the delay; controlling operation affected, impacts to other operations; revisions to future interim completion dates and milestones; and remedial action necessary to get the project back to the original completion date.

FUEL PRICE ADJUSTMENT:

(11-15-05) (Rev 11-21-06)

SP1 G43

Revise the *2006 Standard Specifications* as follows:

Page 1-93 Subarticle 109-8, add the following:

The base index price for DIESEL #2 FUEL is \$ **1.6860** per gallon.

Where any of the following are included in the contract, they will be eligible for fuel price adjustment.

The item(s) of work and the fuel factor used in calculating adjustments to be made are as follows:

Description	Units	Fuel Usage Factor Diesel
Unclassified Excavation	Gal/CY	0.29
Borrow Excavation	Gal/CY	0.29
Aggregate Base Course	Gal/Ton	0.55
Asphalt Concrete Base Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Intermediate Course, Type ____	Gal/Ton	2.90
Asphalt Concrete Surface Course, Type ____	Gal/Ton	2.90
Ultrathin Hot Mix Asphalt, Type B	Gal/Ton	2.90
Open-Graded Asphalt Friction Course	Gal/Ton	2.90
Sand Asphalt Surface Course, Type ____	Gal/Ton	2.90
Aggregate for Cement Treated Base Course	Gal/Ton	0.55
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55
____ In. Portland Cement Concrete Pavement	Gal/SY	0.245
Concrete Shoulders Adjacent to ____ In. Pavement	Gal/SY	0.245

Payment

There will be no separate payment for all costs of compilation of the data, container, or verification of the bid documentation. Payment at the unit and lump sum prices for the various contract items will be full compensation for all such costs.

OUTSOURCING OUTSIDE THE USA

(9/21/04)

DB1 G150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

Outsourcing for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

ACT OF GOD

(12-19-06)

SP 1 G151

Revise the *2006 Standard Specifications* as follows:

Page 1-69, 107-18 Contractor's Responsibility for Work, in the first paragraph, last sentence, replace the word *legally* with the word ***contractually***.

PRICE ADJUSTMENTS FOR ASPHALT BINDER

(11-21-00)

DB6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the *2006 Standard Specifications*.

The Base Price Index for this project is \$ **312.14** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **January 1, 2007**.

PRICE ADJUSTMENTS - ASPHALT CONCRETE PLANT MIX

**** NOTE ** Deleted Price Adjustments - Asphalt Concrete Plant Mix Project Special Provision**

GUARANTEE FOR PAVEMENTS

Description

Construct Asphalt Concrete Surface Course Type S9.5D and Ultrathin Wearing Surface in accordance with the *2006 Standard Specifications*, plans, and special provisions subject to a 3-year guarantee period. This guarantee period will cover asphalt defects attributable to materials and workmanship, items that are under the direct control of the Design-Build Team.

“Guarantee” shall mean that the Design-Build Team is responsible for performance of the Asphalt Concrete Surface Course, Type S9.5D and Ultrathin Wearing Surface for a period of 3-years after final acceptance of the project in accordance with Article 105-17 of the *2006 Standard Specifications*. This includes continued responsibility for performing all remedial work associated with pavement distresses exceeding the allowable level of service determined in accordance with Table 1 of this provision.

Dispute Review Committee

A Dispute Review Committee shall be assembled to resolve issues or disputes relating to guarantee responsibility. This Dispute Review Committee shall be comprised of two members appointed by the Design-Build Team, two members appointed by the Department and one member mutually agreed upon by the Design-Build Team and the Department who shall also serve as chairman of the committee. Any costs associated with assembling the Dispute Review Committee shall be shared equally among the Department and the Design-Build Team. Decisions rendered by the Dispute Review Committee shall require a simple majority, with a vote of all five members being required. The Dispute Review Committee shall make a recommendation to the Chief Engineer or his designee within 30 calendar days of receiving a written dispute resolution request.

Pavement Evaluation

The Department’s Flexible Pavement Condition Survey Program, along with observations by the Engineer, shall be used as the basis for determining the extent and the magnitude of the pavement distresses occurring within the guarantee period of the project. For evaluation purposes, the project shall be subdivided into LOTS of 1,000 feet per lane. The Department may conduct a survey on a LOT by LOT basis of the pavement following the final acceptance of the project, and annually throughout the guarantee period. The Department will conduct additional surveys if deterioration of pavement condition becomes evident. The final survey, if determined by the Engineer to be necessary, shall be conducted no later than 45 calendar days before the end of the guarantee period. All surveys shall be conducted at no cost to the Design-Build Team.

The Department will perform profilometer testing annually and at other times when pavement degradation is observed. Should pavement degradation occur the Department will perform tests in accordance with the Department's specifications and policies to determine the cause of the pavement degradation.

The Department will measure rutting annually with a high-speed profilometer. These measurements will include separate rutting calculations for each wheelpath.

The parameters that shall be used to evaluate performance are surface condition and material quality. These parameters shall be evaluated annually for pavement features and prior to the expiration of the guarantee period. All evaluations and condition surveys shall be conducted by the Department at no cost to the Design-Build Team.

The Design-Build Team shall be advised if the Department believes remedial action is required. The results of pavement evaluation and pavement condition surveys shall be made available to the Design-Build Team within 30 calendar days of the completion of the survey.

If intermediate or final survey findings are to be disputed by the Design-Build Team, written notification shall be provided to the Engineer within 30 calendar days of the date of receipt of the survey.

During the guarantee period, the Design-Build Team may monitor the project using non-destructive procedures at no additional cost to the Department. The Design-Build Team shall not conduct any coring, milling or other destructive procedures without prior written approval of the Engineer.

Pavement Condition Survey Performance Parameters

**** NOTE ** Deleted guarantee language for Ride Quality.**

1. **Surface Condition:** Final acceptance shall permit no identifiable distress in the surface condition. The surface condition during and at the end of the guarantee period shall be better than the surface condition that requires corrective action as described in Table 1 of this provision. Surface conditions that are outside the allowable limits of Table 1 for Asphalt Pavement shall require corrective action.
2. **Material Quality:** The material quality shall be evaluated based upon the materials specified in the contract. The same material quality shall be expected during and at the end of the guarantee period as at final acceptance. Materials not meeting the contract requirements shall be removed and replaced with materials meeting the contract requirements.

Table 1. Required corrective action for levels of distress for Asphalt Concrete Pavement

Distress Type	Allowable extent of Severity	Corrective Action
Rutting	1 mile sections. A section will be considered to fail if 0.3 mile exceeds 0.25 inch in either wheelpath as measured by high-speed electronic profilometer	Mill and fill with Asphalt Concrete Pavement
Bleeding	Loss of surface texture due to excess asphalt, individual length \geq 10 feet and \geq 1 foot in width	Remove and replace the distressed area to the full distressed depth and to a minimum surface area of 150% of the distressed area.
Pot Holes and Slippage	Any potholes	Remove and replace the distressed area to the full distressed depth and to a minimum surface area of 150% of each distressed area

The performance of remedial work in conjunction with the guarantee is not an obligation of the Design-Build Team's bond required by G.S. 44A-33.

QUALITY CONTROL PLAN

The Design-Build Team shall include in their Technical Proposal a Quality Control Plan to ensure that the completed project meets or exceeds contract requirements. The Quality Control Plan shall describe the Design-Build Team's quality procedures and shall describe any processes which go beyond that specified in the contract. The plan shall also address the Design-Build Team's organizational procedures for consistently delivering the requirements of the contract.

In the Technical Proposal provide the Design-Build Team's Quality Control Plan for performing construction on the project. The plan shall include at least the following:

- A construction organization chart for the project, showing the relationships between functions shown on the chart and the functional relationships with subcontractors.
- Describe the overall strengths of the construction team and their ability to fulfill the construction management requirements of this project.
- Document the name, authority, relevant experience, and qualifications of person with overall responsibility for quality control.
- Indicate how the Design-Build Team intends to divide the project into work segments to enable optimum construction performance.
- Identify the persons responsible and accountable for monitoring operations and quality control processes and activities, to include stopping production or making adjustments to the operations when warranted.
- The Design-Build Team's plan and procedures to insure timely delivery of materials to achieve the project schedule.
- Describe how monitoring, tracking and documentation of materials will occur.
- Describe how the Design-Build Team will comply with the quality control requirements for construction.
- Describe the proposed techniques for removing the concrete overlay, cleaning the existing surface, and placing the asphalt material.
- Describe what techniques and operations will be utilized to achieve satisfactory ride quality of the two asphalt surface lifts and the ride quality of the final surface application.
- Describe the proposed equipment allocation.
- Describe the alternate plans necessary should a piece of equipment breakdown, or immediate material shortage occur.
- Describe how the laboratory quality control personnel, roadway quality control personnel, and construction personnel will communicate and coordinate to ensure the level of quality being delivered.
- Describe how forecasted weather conditions will effect production decisions.
- Describe the proposed methods for transporting and placing the materials.
- Describe any special procedures that will be utilized for performing work at night.
- Describe corrective action(s) that will be utilized for pavement surfaces that do not meet the final surface testing requirements.

replacing. Scraping of the pavement with any blade type device or heating the pavement with an open flame and rerolling will not be allowed as a corrective action.

Corrective actions will not be allowed for lots having a CSI of 4-0 or better. Take corrective actions as specified if the CSI indicates "Required" corrective action. The CSI after corrective action shall meet or exceed "Acceptable" requirements.

Where corrective action is required, the test section(s) requiring corrective action will be retested, unless the Engineer directs the retesting of the entire lot.

Furnish the North Carolina Hearne Straightedge(s) necessary to perform this work. Maintain responsibility for all costs relating to the procurement, handling, and maintenance of these devices. The Department has entered into a license agreement with a manufacturer to fabricate, sell, and distribute the N.C. Hearne Straightedge. The Department's Pavement Construction Section may be contacted for the name of the current manufacturer and the approximate price of the straightedge.

No direct payment will be made for the work covered by this section. Payment at the contract prices for the various items covered by those sections of the specifications directly applicable to the work constructed will be full compensation for all work covered by this section including, but not limited to, performing testing in accordance with this specification, any corrective work required as a result of this testing and any additional traffic control as may be necessary.

ASPHALT TACK COAT

Apply tack coat in accordance with the requirements of Section 605 of the *2006 Standard Specifications* and the following:

- (A) Use Asphalt Binder PG 64-22 tack coat material
- (B) Uniformly apply the tack coat material at the rate of 0.06 to 0.08 gallons per square yard on the exposed milled surface of the portland cement concrete pavement. The Engineer will establish the exact rate.
- (C) Uniformly apply the tack coat material at the rate of 0.02 to 0.04 gallons per square yard on the first layer of S9.5D. The Engineer will establish the exact rate.
- (D) Apply tack coat material to the vertical faces of the concrete pavement and the outside shoulder before mixture is placed adjacent to these surfaces.

FIELD VERIFICATION OF JOB MIX FORMULA

Field verify through production the specific Job Mix Formula of Asphalt Concrete Surface Course Type S 9.5D to be used. Field verification of the mix shall be done in accordance with Article 609-4 and performed within 14 days of initial production to the project.

Additionally, demonstrate in the Technical Proposal that the proposed paving crews for the project have experience in placing Asphalt Concrete Surface Course, Type S9.5D or other similar polymer modified asphalt mixes.

OVERRUNS AND UNDERRUNS OF CONTRACT QUANTITIES

Replace Article 104-5 of the 2006 Standard Specifications in its entirety with the following:

The Engineer reserves the right to make at any time during the work such changes in quantities as are necessary to satisfactorily complete the project. Such changes in quantities shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as changed. The Engineer will notify the Contractor in writing of the significant changes in the quantities.

PATCHING CONCRETE PAVEMENT SPALLS

10-27-06

SPI

Description

Perform inspection of the existing concrete pavement to determine crumbling or popped out areas and perform pavement repairs prior to milling and paving operations throughout the life of the contract. Inspections shall be conducted at least twice per week and more frequently as needed to identify crumbling, pop-outs or emergency repairs. This special provision applies to all areas with a bonded concrete overlay. Repairs are not anticipated within the existing full depth concrete median lanes. Unless otherwise noted elsewhere in this RFP, repairs to the full depth concrete median lanes will be addressed in accordance with Article 104-7 of the *2006 Standard Specifications*.

Definitions

Crumbling is defined as areas of existing pavement having multiple fractures 2” or less in size.

Pop-outs are defined as areas where the surface of the existing pavement has broken and created depressions in the surface greater than 1” in depth.

Emergency Repairs are defined as pop-outs that (1) have a minimum 3.0 square foot area or (2) have a 0.5 square foot area with a minimum of 6-inches as measured along the direction of travel.

Materials

Refer to Section 10

Asphalt Concrete Surface Course, Type S9.5B

Cold patch asphalt concrete or an approved material may be used as a temporary repair when the weather, temperature or seasonal limitations prohibit placing Asphalt Concrete Surface Course, Type S9.5B. The Design-Build Team shall replace all temporary repairs with the repairs required by the Roadway Plans in accordance with the project special provisions.

Construction Methods

Perform a visual inspection of each lane of the existing pavement on at least a weekly basis to locate areas of the existing pavement that have crumbled or popped out. In addition to patching

areas that were identified during the inspection process, patch any areas that are identified by the Engineer. Patching operations shall occur within the timeframes noted below:

- Patch any emergency repair areas immediately upon identification or notification. Emergency repairs may be made with a rolling traffic control operation during times approved by the Engineer.
- Patch any popped out areas greater than 1” in depth within 24 hours of identification or notification.
- Patch all other areas not identified above within 48 hours of identification or notification.

Perform pavement repairs, in areas of crumbled or popped out pavement by removing all loose pavement, cleaning the remaining surface and filling the voids with an approved pavement material and compacting that material. Areas that are patched shall be level within $\pm 1/4$ inch of the surrounding pavement.

Measurement and Payment

There will be no direct payment for the work covered by this provision. All costs associated for work in this provision shall be included in the lump sum price for the Concrete Bonded Overlay Removal pay item.

CONCRETE BONDED OVERLAY REMOVAL

Perform the work of removing the existing concrete bonded overlay in its entirety at the locations shown on the plans. After the milling operation, clean the remaining surface, remove any residual concrete bonded overlay, and dispose of the removed material prior to tacking and paving.

Construction Methods

Mechanically remove the concrete bonded overlay from the underlying concrete pavement by either milling or grinding to the minimum depths indicated on the plans to remove the entire bonded overlay without significant overcutting. Multiple milling passes may be required. This work will include, but is not limited to, milling and remilling the concrete bonded overlay at the locations, depths, widths, and details shown on the plans; thoroughly cleaning the milled surface; loading; hauling; and disposal of the milled material.

Operate the milling or grinding equipment in such a manner to produce straight, sound, vertical, non-ragged edges along the longitudinal joint and in such a manner as to prevent damage to the underlying and adjacent pavement structure, transverse joints, paved surfaces outside the milled area, structure approach slabs, and any other appurtenances. Produce milled pavement surfaces that are reasonably smooth and free of excessive scarification marks, gouges, ridges, continuous grooves, or other damage.

SUBMITTAL OF TECHNICAL AND PRICE PROPOSALS

Technical and / or Price Proposals that do not adhere to all the requirements noted below may be considered non-responsive and may result in the Department not considering the Design-Build Team for award of the contract or reading their Price Proposal publicly.

GENERAL

Technical and Price Proposals will be accepted until **4:00 P.M. Local Time on Monday, February 12, 2007**, at the office of the State Contract Officer:

Mr. Randy A. Garris, PE
NCDOT - Project Services Unit
1020 Birch Ridge Drive
Century Center Complex Bldg. B
Raleigh, NC 27610

No Proposals will be accepted after the time specified.

Proposals shall be submitted in 2 separate, sealed parcels containing the Technical Proposal in one and the Price Proposal in the other parcel.

TECHNICAL PROPOSAL

Technical Proposals shall be submitted in a sealed package. The outer wrapping shall clearly indicate the following information:

Technical Proposal
Submitted By: (Design-Build Team's name)
Contract Number C201650
TIP Number I-3306BB
Durham / Orange County
I-40 from west of Orange County Line to NC 147

Technical Proposal Requirements

12 Copies

8 ½ inch by 11 inch pages

No fold-out sheets allowed

Printed on one side only

Double-spaced

Font size 12

No more than 50 pages, excluding the 11 inch by 17 inch appropriate plan sheets

Key Project Team members, identified in the Statement For Qualifications, shall not be modified in the Technical Proposal without written approval of the Department. Any such request should be sent to the attention of Mr. Randy Garris, PE, at the address below:

NCDOT-Project Services Unit
Century Center-Building B
1020 Birch Ridge Drive
Raleigh, NC 27610

DESIGN-BUILD SCOPE OF WORK (1-25-07)

- The Design-Build Team shall be responsible for the development of the Traffic Control Plans and certain public information and incident management activities (Reference the Traffic Control, the Public Information and the Incident Management Scopes of Work).
- The Department will provide signed and sealed plans for the roadway design and pavement design. The Department is responsible for the accuracy and completeness of all signed and sealed plans provided and shall be fully liable for any additional costs due to errors or omissions in these plans.
- The Design-Build Team shall resurface all ramps and loops with 5/8" Ultrathin Hot Mix Asphalt, Type B, to the limits of the existing concrete pavement.
- The Design-Build Team shall be responsible for designing and constructing new approach slabs for both the middle and median lanes of I-40 westbound at the bridge over New Hope Creek. Approach slabs for these two lanes shall be replaced at both ends of the bridge. The entire width of each approach slab shall be replaced in a single pour. The Design-Build Team shall also replace the concrete bonded overlay in the median lane of I-40 westbound for a distance of 100 feet from both ends of the bridge over New Hope Creek. The plans shall be consistent with the Department's approach slab standard drawings and modified to account for length and a dowel connection to the remaining portions of each approach slab. The Design-Build Team shall be responsible for all details associated with these replacements including, but not limited to, subbase preparation, connection details, joint replacement, and traffic control. The approach slabs shall be replaced during weekend lane closure(s) and the work area shall be protected by a temporary portable barrier system (Reference the Traffic Control Scope of Work found elsewhere in this RFP). All work associated with the replacement of these approach slabs, including replacement of the armored evazote joint, will be paid at the lump sum price bid for "Concrete Approach Slabs." Any repairs deemed necessary below the subbase will be addressed in accordance with Article 104-7 of the 2006 Standard Specifications.
- The Design-Build Team shall be responsible for the development of Erosion Control Plans as required by the Design-Build Team's activities, including but not limited to, activities at staging and waste areas. All work associated with the development and implementation of Erosion Control Plans shall be incidental to the various contract items necessary to perform the work of this contract.
- Electronic files will be furnished to the Design-Build Team.
- Widening and / or temporary pavement shall not be allowed.
- The nightly and weekend operation limits of the concrete bonded overlay removal and asphalt replacement shall be identical.
- The nightly and weekend installation of the 5/8-inch thick Ultrathin Hot Mix Asphalt, Type B, shall not terminate at locations that create drainage safety concerns.

TRAFFIC CONTROL SCOPE OF WORK (1/26/07)**I. Traffic Control Plans****A. Design Parameters**

The Design-Build Team shall prepare the Traffic Control Plans for this project following the parameters listed below:

1. For each direction of I-40, maintain a minimum of one 11-foot wide lane and a minimum 3-foot inside and outside shoulders when lane closures are used.
2. Limited weekend lane closures are permissible subject to the restrictions of this scope of work. The Design-Build Team shall clearly indicate in their Technical Proposal how many weekend lane closures they intend to utilize to meet the schedule outlined in this RFP or as otherwise proposed by the Design-Build Team. The number of weekend lane closures so described will be the maximum that the Design-Build Team may utilize during the project. Additional weekend lane closures will be subject to liquidated damages for Intermediate Contract Time No. 2.
3. For I-40 Ramps and Loops
 - Maintain a minimum of one 11-foot lane for acceleration and deceleration lane from I-40 with a minimum of 3-foot inside and outside shoulders when lane closures are used.
 - Temporary alignments for acceleration lanes shall not be designed to require a stop sign condition.
 - When a deceleration or acceleration lane can not be maintained to meet design standards, an alternate route is required and the ramp / loop shall be closed following the time restrictions and requirements for Intermediate Contract Time No. 3.
4. The Design-Build Team shall not close any direction of I-40 to traffic at any time.
5. **Queues shall not exceed four miles** from the point of congestion without the Design-Build Team implementing their Traffic Management Plan. The Design-Build Team shall provide a Traffic Management Plan in the Technical Proposal that provides information on how the Team will minimize the delay to the motoring public and addresses the following as a minimum:
 - Provide a list of measures to minimize queues beyond four miles.
 - Provide a list of resolutions on how the queues in excess of four miles will be reduced. If construction or maintenance of traffic operations cause queues in excess of four miles, the Design-Build Team shall immediately implement these alternate plans and resolutions to bring queues under four miles. The Department reserves the right to suspend operations if the queue length exceeds four miles.

- Provide a queue length such that when this queue length is exceeded, the Design-Build Team is committed to suspending operations and immediately completing all work necessary to remove the lane closure(s). Provide operational changes and mitigation methods to be initiated by the Design-Build Team for any additional queue length thresholds.
 - Provide detailed information on how the Design-Build Team will monitor queue lengths during lane closures. The Design-Build Team shall immediately notify the Resident Engineer's Office and the Triangle Management Center (TMC) when a queue is four miles in length or more.
 - The Design-Build Team shall be responsible for investigating the feasibility of all options which includes, but is not limited to, researching traffic volumes, researching alternate route traffic capacities, conducting traffic analyses, construction methods, and following the appropriate design manual or department policies.
6. Advance notice of all maintenance of traffic operations will be required per the Public Information Scope of Work.
 7. Alternate Route signing will be required when lane narrowing or closures, ramp or loop closures and/or weekend lane narrowing or closures are utilized and shall be submitted for review and acceptance. At a minimum, alternate routes shall be signed for use of I-85 and NC 147. The signs shall be designed for permanent installation, showing the words "ALTERNATE ROUTE", the I-40 interstate shield and directional arrow. Install a set of 3 flags on the top of each sign to bring attention to the signs. When the project is completed, the Design-Build Team shall remove the flags from all alternate route signs.
 8. When using lane or shoulder closures, standard or skinny drums shall be located a minimum 3-foot clear distance from the edge of the travel lane spaced no more than 40 feet apart. The Design-Build Team will be responsible for providing a safe clear zone behind the drums for all construction operations. Any time traffic is shifted to the shoulder, the Design-Build Team shall be responsible for minimizing the need for the motorist to drive on the rumble strip.
 9. At a minimum, three changeable message signs (CMS board) will be required per direction of I-40 and/or may be in operation 24 hours a day, seven days a week for the life of the project. At a minimum, CMS boards will be required to provide information for alternate routes, ramp and/or loop detours and when lane closures are utilized. All messages used on the CMS boards shall be approved by the Resident Engineer and Alternate Delivery Engineer prior to use and be included in the Traffic Control plans.
 10. The Department will provide a temporary speed reduction ordinance to 55 mph when lane closure operations are in use on I-40. A \$250 speeding penalty and a

No Parking Ordinance for I-40 will be in effect for the entire project at all times. The Design-Build Team shall include details in the Traffic Control Plans and install signing when appropriate. See Section II, I. for more information on the requirements for these ordinances.

7. All temporary alignments shall be designed for a minimum of 65 mph. Roadway Standard Drawing 1101.11 can be used for straight line tapers, shifts and merge temporary patterns. All other temporary designs shall meet the requirements of the *NC DOT Roadway Design Manual, 2004 ASSHTO A Policy on Geometric Design of Highways and Streets, and 2002 Highway Capacity Manual*.
8. The Design-Build Team is encouraged to coordinate with law enforcement, to have them onsite during construction operations, especially when lane closures are used. The Technical Proposal shall specify when the Design-Build Team would have law enforcement on site.
9. No splitting of traffic in the same direction will be allowed, (i.e. separation by any type of barrier, bridge piers, existing median, etc.).
10. The Final Pavement Marking Plan for this project will be provided. The Design-Build Team shall be responsible for final pavement markings and markers plan design and installation that are needed outside the project limits shown in the Final Pavement Marking plan provided.
15. ****Deleted Flexible Delineator requirement.****
16. All construction associated with the removal and replacement of the approach slabs shall be completed subject to the time restrictions noted below and requires the use of an unanchored temporary portable barrier system. Options for a temporary portable barrier system include portable concrete barrier, movable concrete barrier or steel barrier. The Design-Build Team shall be responsible for determining and providing the safe area (lateral offset behind barrier to work area) behind the approved temporary barrier system in accordance with the NCHRP-350 deflections from crash tests. If temporary portable barrier system can not be removed from the roadway by the end of the weekend time restrictions, it shall be moved to the outside edge of the inside or outside shoulder. Refer to the Work Zone Traffic Control web site for general notes that will be required in the Traffic Control Plans when using a temporary portable barrier system.

The Staging Concept shall meet the requirements of the RFP before the first phase submittal can be submitted. Construction shall not begin until the first phase submittal meets the requirements of the RFP. Construction shall not begin on subsequent phase submittals until they meet the requirements of the RFP, the “Guidelines for Preparation of Traffic Control and Pavement Marking Plans for Design-Build Projects”, and the “Design-Build Submittal Guidelines”.

B. Traffic Control Plan requirements:

The Design Build Team shall select a Private Engineering Firm (PEF) that has experience designing and sealing Traffic Control plans for projects comparable to this project. The

The Design-Build Team shall not install or remove any traffic control devices required for narrowing or closing a lane during the times listed above.

During holidays, holiday weekends, special events, or any other time when traffic is unusually heavy on any of the roadways listed above, the Design-Build Team shall not close or narrow a lane of traffic, detain the traffic flow or alter the traffic flow. As a minimum, these requirements / restrictions apply to the following schedules:

- (a) For New Year's, between the hours of 6:00 a.m. December 31st to 8:00 p.m. January 3rd. If New Year's Day is on a Friday, Saturday, **Sunday**, or Monday, then until 8:00 p.m. the following Tuesday.
- (b) For Easter, between the hours of 6:00 a.m. Thursday and 8:00 p.m. Monday.
- (c) For Memorial Day, between the hours of 6:00 a.m. Friday to 8:00 p.m. Tuesday.
- (d) For Independence Day, between the hours of 6:00 a.m. July 3rd and 8:00 p.m. July 6th. If Independence Day is on a Friday, Saturday, Sunday or Monday, then between the hours of 6:00 a.m. the Thursday before Independence Day and 8:00 p.m. the Tuesday after Independence Day.
- (e) For Labor Day, between the hours of 6:00 a.m. Friday to 8:00 p.m. Tuesday.
- (f) For Thanksgiving, between the hours of 6:00 a.m. Tuesday to 8:00 p.m. Monday.
- (g) For Christmas, between the hours of 6:00 a.m. the Friday before the week of Christmas Day and 8:00 p.m. the following Tuesday after the week of Christmas.
- (h) For special events at area universities, including football games, basketball games, and graduations, and other area events, including Carolina Hurricanes' playoff games and the State Fair, six hours prior to the event in the prominent travel direction and six hours after the event in the prominent travel direction. Confirm the prominent travel directions with the Resident Engineer a minimum of 72 hours prior to the event.
- (i) For nights or weekends during which girders are being erected or other operations performed for the construction of the City of Durham's replacement pedestrian bridge over the Durham Freeway (NC147).

Liquidated Damages Intermediate Contract No. 2 for the above lane narrowing, lane closures, holiday and special event restrictions for I-40 are \$10,000.00 per hour for this Intermediate Contract Time.

2. Intermediate Contract Time No. 3 for I-40 EB or WB Interchange Closure Restrictions for Construction Operations.

The Design-Build Team shall maintain the existing traffic pattern as a minimum and follow the holiday and special event time restrictions listed in Intermediate Contract Time No. 2.

Reconstruction of ramps, loops, acceleration lanes or deceleration lanes in the area of the interchange shall be completed following the time restrictions listed below:

From 6:00 a.m. Friday to 8:00 p.m. Sunday
and
Monday through Thursday, from 6:00 a.m. to 8:00 p.m.

Do not close any ramp or loop more than two (2) times.

The Design-Build Team shall provide detour routes when interchange closures are being conducted. All devices for the detour route shall be in place prior to the ramp or loop being closed.

At an interchange, the exit and entrance ramps / loops in the same direction of I-40 can be closed simultaneously. At an interchange, ramps/loops in the opposite direction of I-40 shall remain open. The Design-Build Team shall not close any part of an adjacent interchange in the same operation.

Liquidated Damages for Intermediate Contract Time No. 3 the above I-40 interchange closure time restrictions, are \$2,500.00 per hour for this Intermediate Contract Time.

B. Lane, Shoulder and Ramp Closure Requirements

Remove lane closure devices from the lane when work is not being performed behind the lane closure, or when a lane closure is no longer needed.

When personnel and / or equipment are working within 40 feet of an open travel lane, the Design-Build Team shall close the nearest open shoulder using NCDOT 2006 *Roadway Standard Drawings* No. 1101.04, unless the work area is protected by approved temporary traffic barrier or guardrail. Traffic Control Devices shall be placed a minimum of 2 feet from the edge of travel lane unless otherwise stated elsewhere in this scope of work.

When personnel and / or equipment are working on the shoulder adjacent to an undivided facility, and within 5 feet of an open travel lane, the Design-Build Team shall close the nearest open travel lane, using NCDOT 2006 *Roadway Standard Drawing* No. 1101.02, unless the work area is protected by barrier or guardrail.

When personnel and / or equipment are working on the shoulder adjacent to a divided facility and within 10 feet of an open travel lane, the Design-Build Team shall close the nearest open travel lane using NCDOT 2006 *Roadway Standard Drawings* No. 1101.02.

When personnel and / or equipment are working within a lane of travel of an undivided or divided facility, close the lane using the appropriate roadway standard drawing from the NCDOT 2006 *Roadway Standard Drawings*. Conduct the work so that all personnel and / or equipment remain within the closed travel lane.

Do not install more than 3 (three) miles of lane closure on I-40, measured from the beginning of the merge taper to the end of the lane closure.

Do not install more than 1 (one) lane closure, in any one direction on I-40.

C. Pavement Edge Drop off Requirements

Drop offs between open travel lanes shall not be permitted.

D. Traffic Pattern Alterations

Notify the Resident Engineer twenty-one (21) calendar days prior to any traffic pattern alteration. Reference the Public Information Scope of Work for providing information to the public.

E. Signing

Install advance work zone warning signs when work is within 100 feet from the edge of travel lane, and no more than three days prior to the beginning of construction.

When no work is being conducted for a period longer than one week, the Design-Build Team shall remove or cover all advance work zone warning signs, as directed by the Resident Engineer, at no cost to the Department.

The Design-Build Team shall cover or remove all detour route signs within and off the project limits when not needed.

The Design-Build Team shall ensure that all necessary signing including the appropriate route markers and CMS boards are in place prior to altering any traffic pattern. For detours, cover conflicting signing during the use of the detour route.

CMS boards shall be used 3 days prior to any weekend lane narrowing or closure, or for any ramp or loop closure. At least two (2) CMS boards in each direction of I-40 and one (1) CMS board in each direction of the -Y- line that may be effected is required.

All messaging provided on CMS boards shall be approved by the State Alternate Delivery Engineer and/or the Resident Engineer.

The \$250 Speeding Penalty signs shall be installed per the "Work Zone Warning Sign" detail for freeways. The Design-Build Team shall include the detailed sign installation for the speed reduction and \$250 penalty signs in the Traffic Control Plans.

No Parking signs shall be installed 1000 ft. before the Begin Road Work sign as required by the Advance Work Zone warning signs for freeways, on all on-ramps within the project limits, and roughly every 3000 ft. for each direction of I-40 within the project limits.

F. Traffic Control Devices

Use traffic control devices that conform to all NCDOT requirements listed on the Department's Approved Products List as shown on the NCDOT's Work Zone Traffic

INCIDENT MANAGEMENT & TRAVELER INFORMATION
SCOPE OF WORK (1-19-07)

The Design-Build Team shall minimize the impact on traffic flow in and approaching the work zone and coordinate with NCDOT to provide real time information to the public about traffic flow in and approaching the work zone.

DEPARTMENT RESPONSIBILITIES

- Staff the NCDOT Transportation Management Center (TMC) 24 hours a day, 7 days a week. This center will operate NCDOT owned permanent ITS devices in the Triangle, dispatch the Incident Management Assistance Patrol IMAP and any other NCDOT contracted towing or service patrols that may be provided and coordinate with other NCDOT operations affected by the project and affected by traffic diverted away from the project in the Triangle and across the state. Real-time traffic camera images are available in the TMC for locations around the Triangle, including I-40 between Wade Avenue and the Orange / Durham County Line.
- Show information about the impacts of the work zone on traffic flow on the Department's Traveler Information Management System (TIMS) website (www.ncdot.org), click on Road Conditions). NCDOT will populate the TIMS website based on information from the Contractor to reflect real time traffic flow conditions for the work zone and approaches to the work zone. (Note: The TIMS website currently displays real time travel speeds and travel times for I-40 from Exit 270 – 297 and provides automated incident alerts to media subscribers.) NCDOT will allow the Contractor space for one person in the NCDOT TMC during the project. The Contractor will not be allowed to operate any NCDOT equipment. The Contractor may also, at his own expense, obtain a live video feed of traffic cameras from the Triangle TMC.
- Provide information about the impacts of the work zone on traffic flow on "511" the state's toll free traveler information hotline. The information on 511 will be read from the information in TIMS.
- Provide information about the impacts of the work zone on traffic flow on NCDOT owned permanent Dynamic Message Signs, Highway Advisory Radios, and portable CB Wizards located throughout the Triangle and in other areas of the state. Messages will be posted in accordance with the latest NCDOT Dynamic Message Sign Policy as needed to provide advanced and real time information about delays and alternate routes to avoid the work zone.
- NCDOT will facilitate monthly Interagency Team Meetings with all affected law enforcement and emergency response agencies in the area. Additional team meetings may also be held after major incidents.

- NCDOT will provide Incident Management Assistance Patrols (IMAP) (i.e. service patrols) on I-40 within and east of the project limits from 6 AM to 9 PM, Monday through Friday. The Department will also provide IMAP service on other routes in the Triangle during these hours.
- In the event queues are in excess of 4 miles, NCDOT will provide:
 - “Special Alert” banner on TIMS website home page
 - A “floodgate” message on 511 that plays before the main menu
 - Alerts to the NC Trucking Association
 - Information on Dynamic Message Signs, including local and regional alternate route information, as appropriate
 - Provide regional alternate route information

DESIGN-BUILD TEAM RESPONSIBILITIES FOR WORK ACTIVITIES

- Provide accurate and timely information to the Resident Engineer’s Office and the Transportation Management Center on traffic conditions in and approaching the work zone and strategies in use to improve traffic flow and provide traveler information.
- Attend Interagency Team meetings to provide updates on the work zone to the agencies and participate in after-incident critiques for incidents in / near the project.
- **** NOTE ** Deleted "CALL 511" sign bullet**
- The Design-Build Team shall provide, upon notification by law enforcement or NCDOT, a fully-operated backhoe, rubber tire loader, dump truck and sweeper to assist with incident clearance to expedite traffic flow during construction activities.
- The Design-Build Team shall include in the Technical Proposal whether or not they desire to have access to the TMC or obtain a live video feed from the TMC at the Design-Build Team’s expense.
- The Design-Build Team shall include in the Technical Proposal a Traffic Management Plan that conveys how traffic queues will be mitigated when construction is producing queues in excess of 4 miles.
- The Design-Build Team shall inform the Department, in writing, at least 3 days in advance of any construction activity that will need to be posted on the Dynamic Message Sign, Highway Advisory Radios, and CB Wizards.

(C) Accepted Plans and Details from the Design-Build Team, or sealed plans provided by the Department, as applicable

(D) Standard Drawings

(E) Standard Specifications

Where dimensions on the plans are given or can be computed from other given dimensions they shall govern over scaled dimensions.

The Design-Build Team shall take no advantage of any error or omission in the plans, estimated quantities, or specifications. In the event the Design-Build Team discovers an error or omission, he shall immediately notify the Engineer.

Page 1-50, delete Article 105-9 and replace with the following:

105-9 CONSTRUCTION STAKES, LINES, AND GRADES

The Design-Build Team shall be responsible for any surveying, construction staking and layout required in the performance of the work. He will be responsible for the accuracy of lines, slopes, grades and other engineering work which he provides under this contract. Unless otherwise specified in the Request for Proposals, no measurement or direct payment will be made for this work. The cost shall be considered as included in other contract items.

**SECTION 106
CONTROL OF MATERIAL**

Page 1-56, Article 106-2, add the following after the second paragraph:

**** NOTE ** Deleted first paragraph**

Prior to beginning construction, the Design-Build Team shall provide a Table of Quantities as described in Article 101-3 of these specifications.

The Table of Quantities Work Items shall correspond to Pay Items as defined in the Standard Specifications. These Work Items have associated Materials and Conversion Factors. For non-standard Work Items, a Generic Work Item with the correct Unit of Measure and in an appropriate category will be used. For example, "GENERIC TRAFFIC CONTROL ITEM – EA" or "GENERIC RETAINING WALL ITEM – LF". For these Generic Work Items, Materials must be defined and appropriate conversion factors submitted

An initial Table of Quantities shall be submitted not less than 30 calendar days after the date of award. The Table of Quantities shall be updated and resubmitted within 14 days of when a set

of Plans is sealed as Release for Construction (RFC) plans, and whenever there are substantial changes to the Quantities on previously incorporated RFC plans.

**** NOTE ** Deleted last paragraph**

Page 1-58, Article 106-6, replace “specifications” with “contract” as the last word of the 1st paragraph.

Page 1-58, Article 106-6(C), replace the 2nd paragraph with the following:

Where the Department agrees to inspect or test materials during their production or at the source of supply, the Design-Build Team shall bear the cost of testing performed on materials ordered by him but not incorporated into the project. For items normally pretested by the Department, the Design-Build Team shall provide a minimum of 30 days notice prior to the beginning of production of the items for this project along with final approved shop drawings.

**SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY
TO PUBLIC**

Page 1-69, delete Article 107-19 and replace with the following:

107-19 FURNISHING RIGHT OF WAY

The responsibility for coordinating the securing of all necessary rights of way is as outlined in the Request for Proposals.

**SECTION 108
PROSECUTION AND PROGRESS**

Page 1-71, Article 108-1, add the following sentence to the end of the 1st paragraph:

The Design-Build Team shall not commence work prior to execution of the contract by both the Department and the Design-Build Team.

Page 1-72, delete Article 108-3 and replace with the following:

108-3 PRECONSTRUCTION AND PRE-DESIGN CONFERENCES

The selected Design-Build Team shall meet with the Engineer for a predesign conference concerning the design phase of the work. This conference shall be held prior to the commencement of work, as it is determined according to Article 108-1, and will be scheduled by the Engineer. At the predesign conference, the Design-Build Team shall furnish authorized signature forms and a list of any proposed subcontractors associated with the design of the project.

County : Durham

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
ROADWAY ITEMS						
0001	0000100000-N	800	MOBILIZATION	Lump Sum	L.S.	
0002	1524200000-E	610	ASPHALT CONC SURFACE COURSE, TYPE S9.5D	60,800 TON		
0003	1567000000-E	620	ASPHALT BINDER FOR PLANT MIX, GRADE PG 70-28	926 TON		
0004	1570000000-E	620	ASPHALT BINDER FOR PLANT MIX, GRADE PG 76-22	3,648 TON		
0005	1839110000-E	661	ULTRATHIN HOT MIX ASPHALT, TYPE B	17,800 TON		
0006	1839200000-E	661	APPLICATION OF ULTRATHIN HOT MIX ASPHALT	506,000 SY		
0007	1891500000-N	SP	GENERIC PAVING ITEM CONCRETE BONDED OVERLAY REMOV- AL	Lump Sum	L.S.	
0008	4589000000-N	SP	GENERIC TRAFFIC CONTROL ITEM TRAFFIC CONTROL	Lump Sum	L.S.	
0009	8860000000-N	SP	GENERIC STRUCTURE ITEM CONC APPROACH SLABS	Lump Sum	L.S.	

1124/Jan26/Q589178.0/D23680110000/E9

Total Amount Of Bid For Entire Project :