



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

September 24, 2018

Addendum No. 3

Contract No.: C 204163
TIP No.: I-3819B/U-6039
County: Iredell
Project Description: I-40 / I-77 Interchange: I-40 from SR 2003 (Radio Road) to SR 2158 (Old Mocksville Road); I-77 from SR 2171 (Jane Sowers Road) to SR 2321 (East Broad Street); and SR 2321 (East Broad Street) from Vine Street to SR 2422 (Signal Hill Drive)

RE: Addendum No. 3 to Final RFP

October 30, 2018 Letting

To Whom It May Concern:

Reference is made to the Final Request for Proposals dated July 17, 2018 recently furnished to you on the above project. We have since incorporated changes, and have attached a copy of Addendum No. 3 for your information. Please note that all revisions have been highlighted in gray and are as follows:

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

Page Nos. 2 and 3 of the *Other Liquidated Damages and Incentives* Project Special Provision have been revised. Please void Page Nos. 2 and 3 in your proposal and staple the revised Page Nos. 2 and 3 thereto.

Page No. 135 of the *General Section* has been revised. Please void Page No. 135 in your proposal and staple the revised Page No. 135 thereto.

Page Nos. 200 and 201 of the *ITS Scope of Work* have been revised. Please void Page Nos. 200 and 201 in your proposal and staple the revised Page Nos. 200 and 201 thereto.

Page No. 207 of the *Pavement Management Scope of Work* has been revised. Please void Page No. 207 in your proposal and staple the revised Page No. 207 thereto.

Page Nos. 265B and 265C have been added to the *Transportation Management Scope of Work*. Please staple Page Nos. 265B and 265C into your proposal.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
CONTRACT STANDARDS AND
DEVELOPMENT UNIT
1591 MAIL SERVICE CENTER
RALEIGH, NC 27699-1591

Telephone: (919) 707-6900
Fax: (919) 250-4119
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
CENTURY CENTER COMPLEX
ENTRANCE B-2
1020 BIRCH RIDGE DRIVE
RALEIGH, NC 27610

Page No. 266 of the *Transportation Management Scope of Work* has been revised. Please void Page No. 266 in your proposal and staple the revised Page No. 266 thereto.

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

Sincerely,

DocuSigned by:

F81B6038A47A442...
Ronald E. Davenport, Jr., PE
State Contract Officer

RED/mcw

cc: Ron Hancock, PE
Mark Stafford, PE
Teresa Bruton, PE
Zak Hamidi, PE
Tim McFadden, CPM
File

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Liquidated Damages for Intermediate Contract Time #2 for lane narrowing and lane closure time restrictions for Broad Street, US 64, Eastside Drive and Old Mocksville Road are \$1,500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #3 for road closure time restrictions for I-40 and I-77 including all collector distributors, ramps and loops are \$5,000.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #4 for road closure time restrictions for Broad Street and US 64 are \$2,500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #5 for road closure time restrictions for Simonton Road are \$1,000.00 per calendar day or any portion thereof.

Liquidated Damages for Intermediate Contract Time #6 for road closure time restrictions for Eastside Drive are \$1500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #7 for ramp / loop tie-in time restrictions for the I-77 / I-40 existing Loop B are \$5,000 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #8 for ramp / loop tie-in time restrictions for the I-77 / I-40 existing Loop C are \$5,000 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #9 for ramp / loop tie-in time restrictions for the I-77 / I-40 existing Loop D are \$5,000 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #10 for ramp / loop tie-in time restrictions for the Sullivan Road ramp to I-40 eastbound are \$5,000 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #11 for ramp / loop tie-in time restrictions for the I-77 / I-40 existing Ramp D are \$5,000 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #12 for the lane reduction duration on the Broad Street Bridge over I-77 are \$1,000.00 per calendar day or any portion thereof.

Liquidated Damages for Intermediate Contract Time #13 for I-40 continuous weekend lane closures are \$2,500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #14 for exceeding the maximum number of allowable I-40 continuous weekend lane closures are \$25,000.00 per occurrence.

Liquidated Damages for Intermediate Contract Time #15 for I-77 continuous weekend lane closures are \$2,500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #16 for exceeding the maximum number of allowable I-77 continuous weekend lane closures are \$25,000.00 per occurrence.

Liquidated Damages for ITS apply to this project.

Liquidated Damages for Intermediate Contract Time #17 for failure to reestablish ITS fiber optic communications within 72 hours are \$2,500.00 per calendar day or any portion thereof.

Liquidated Damages for Intermediate Contract Time #18 for failure to provide a plan that defines 1) an anticipated ITS cellular communications disruption timeframe and 2) a plan of action for reestablishing ITS cellular communications a minimum of 21 days prior to a proposed disruption in service are \$10,000.00 per failure.

Damages for Erosion and Sedimentation Control efforts apply to this project.

Reference the Erosion and Sedimentation Control Scope of Work found elsewhere in this RFP for additional information under the Liquidated Damages Section.

PAYOUT SCHEDULE

(11-16-09)

DB1 G13

No later than 12:00 o'clock noon on the sixth day after the opening of the Price Proposal, the responsive proposer with the lowest adjusted price shall submit a proposed Anticipated Monthly Payout Schedule to the office of the State Contract Officer. The information shall be submitted in a sealed package with the outer wrapping clearly marked "Anticipated Monthly Payout Schedule" along with the Design-Build Team name and the contract number. The Anticipated Monthly Payout Schedule will be used by the Department to establish the monthly funding levels for this project. The Anticipated Monthly Payout Schedule shall parallel, and agree with, the project schedule the Design-Build Team submits as a part of their Technical Proposal. The schedule shall include a monthly percentage breakdown (in terms of the total contract amount percentages) of the work anticipated to be completed. The schedule shall begin with the Date of Availability and end with the Actual Completion Date proposed by the Design-Build Team. If the Payout Schedule is not submitted as stated herein, the Technical and Price Proposals will be considered irregular by the Department, and the bid may be rejected.

Submit updates of the Anticipated Monthly Payout Schedule on March 15, June 15, September 15, and December 15 of each calendar year until project acceptance. Submit all updates to the Resident Engineer with a copy to the State Construction Engineer at 1 South Wilmington St, 1543 Mail Service Center, Raleigh, NC 27699-1543.

MOBILIZATION

(8-28-17)

DB1 G15B

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

Page 8-1, Subarticle 800-2, MEASUREMENT AND PAYMENT

Delete this subarticle in its entirety and replace with the following:

800-2 MEASUREMENT AND PAYMENT

Ten percent of the "Total Amount of Bid for Entire Project" shall be considered the lump sum amount for Mobilization. Partial payments for Mobilization will be made beginning with the first partial pay estimate paid on the contract. Payment will be made at the rate of 75 percent of the lump sum amount calculated for Mobilization. The remaining 25 percent will be paid with the partial pay estimate following approval of all permits required in the Environmental Permits Scope of Work for this project.

SUBSTANTIAL COMPLETION

(3-22-07)

DB1 G16

When the special provisions provide for a reduction in the rate of liquidated damages for the contract time or an intermediate contract time after the work is substantially complete, the work will be considered substantially complete when the following requirements are satisfied:

1. Through traffic has been placed along the project or along the work required by an intermediate contract time and the work is complete to the extent specified below, and all lanes and shoulders are open such that traffic can move unimpeded at the posted speed. Intersecting roads and service roads are complete to the extent that they provide the safe and convenient use of the facility by the public.
2. The final layers of pavement for all lanes and shoulders along the project or along the work required by an intermediate contract time are complete.
3. Excluding signs on intersecting roadways, all signs are complete and accepted.
4. All guardrails, drainage devices, ditches, excavation and embankment are complete.

- Identify types of any retaining walls and / or sound barrier walls, if applicable.
- Describe any geotechnical investigations to be performed by the Design-Build Team and note any deviations to NCDOT requirements for subsurface investigations noted in the Geotechnical Scope of Work.
- If applicable, specify the extent of impacts to properties with contaminated soils, indicating the anticipated contamination excavation limits.
- Identify any aesthetic considerations not required herein that will be part of the design.
- Describe how utility conflicts will be addressed and any special utility design considerations. Describe how the Design-Build Team's design and construction methods minimize the Department's utility relocation costs.
- Describe how the design will affect the Department's right of way costs.

3. Long Term Maintenance – 5 points

- Describe any special materials, not referenced elsewhere in this RFP, incorporated into the project that would result in long term reduction in maintenance.
- Describe any special designs or construction methods that would reduce future maintenance costs to the Department.
- Estimate a minimum ten-year cost saving resulting from incorporation of these special materials, design or construction methods into the project.

4. Schedule and Milestones – 26 points

- Provide a detailed schedule for the project including both design and construction activities. The schedule shall show the sequence and continuity of operations, as well as the month of delivery of usable segments of the project.
- Indicate the specific construction activities that will occur outside jurisdictional resources prior to obtaining the environmental permits and their anticipated start date.
- Indicate how the Design-Build Team will maintain the project schedule if the right of way acquisition process, railroad agreements and / or utility relocations are delayed.
- Identify any self-imposed liquidated damages and associated Intermediate Contract Time(s), if applicable.
- Specify the duration, in days, for ICT #5.
- Specify the duration, in hours, for ICT #6.
- Specify the duration, in days, for ICT #12.
- Specify the number of I-40 continuous weekend lane closures.
- Specify the number of I-77 continuous weekend lane closures.
- The schedule shall also include the Design-Build Team's final completion date and, if proposed, their substantial completion date. **These dates shall be clearly indicated on the Project Schedule and labeled "Final Completion Date" and "Substantial Completion Date".**

5. Innovation – 5 points

- Identify any aspects of the design or construction elements that the Design-Build Team considers innovative. Include a description of alternatives that were considered whether implemented or not.

ITS SCOPE OF WORK (9-21-18)**GENERAL**

Relocate Closed Circuit Television Cameras (CCTV) impacted by the construction of this project. Reestablish cellular communications to these CCTVs and reintegrate into the existing computer and network hardware and software at the NCDOT Metrolina Regional Transportation Management Center (MRTMC) located at 2327 Tipton Drive, Charlotte, NC 28206. Major items of work include, but are not limited to, the following:

- Relocation of five (5) existing CCTVs, wood poles, and equipment cabinets
- Conduit system (one – 2-inch conduit for electrical)
- Junction boxes
- Relocation of existing electrical service equipment
- Relocation of existing solar power equipment

Furnish and install guardrail to protect the CCTVs and associated equipment, as required.

Determine the new location of each CCTV, obtain the Engineer's approval of the locations, relocate and implement test procedures, and reintegrate the devices with the MRTMC.

Prior to any underground work, locate existing utilities, communications cable, power cable, and adjust work activities to protect these facilities. Immediately cease work and notify the Engineer and the affected owners if damage to existing utilities occurs. Repair damages to existing utilities, communications cable, and / or power cable at no cost to the Department.

Perform all work in accordance with the 2018 NCDOT *Standard Specifications for Roads and Structures* and the 2018 NCDOT *Roadway Standard Drawings*.

PROJECT OPERATION REQUIREMENTS**Intermediate Contract Times #17 and #18 for Failure to Reestablish Cellular Communications**

During construction, the Design-Build Team shall coordinate any disruption in ITS cellular communications with the Engineer and the MRTMC. The Design-Build Team shall notify the Engineer and the MRTMC a minimum of seven days prior to all proposed disruptions in service. A minimum of 21 days prior to any disruption in ITS cellular communications, the Design-Build Team shall develop and provide a plan for the Department's approval that defines 1) an anticipated disruption timeframe and 2) a plan of action for reestablishing ITS cellular communications within 72-hours.

Liquidated Damages for Intermediate Contract Time #17 for failure to reestablish ITS cellular communications within 72 hours are \$2,500.00 per calendar day or any portion thereof.

Liquidated Damages for Intermediate Contract Time #18 for failure to provide a plan that defines 1) an anticipated ITS cellular communications disruption timeframe and 2) a plan of action for reestablishing ITS cellular communications a minimum of 21 days prior to a proposed disruption in service are \$10,000.00 per failure.

DESIGN REQUIREMENTS

COMMUNICATIONS

The existing CCTVs communicate with the MRTMC via Department owned cell modems. Project plans developed by the Design-Build Team shall include reestablishing cellular communications.

CCTV CAMERAS

The Design-Build Team shall relocate existing CCTV cameras impacted by the construction of this project. CCTVs are likely to be impacted at the following locations:

- I-40 at I-77 (Exit 152)
- I-40 at Old Mocksville Highway (Exit 154)
- I-77 at Broad Street (Exit 50)
- I-77 north of I-40 Interchange (near mile marker 51)
- I-77 at Jane Sowers Road Overpass (near mile marker 53)

The Design-Build Team shall design new grounding systems in accordance with the 2018 NCDOT *Standard Specifications for Roads and Structures* and the 2018 NCDOT *Roadway Standard Drawings*.

MATERIALS & CONSTRUCTION

Perform all work in accordance with the 2018 NCDOT *Standard Specifications for Roads and Structures* and the 2018 NCDOT *Roadway Standard Drawings*.

The Design-Build Team shall relocate each CCTV camera and existing wood pole impacted by this project. Reinstall the existing CCTV equipment in the relocated 336S equipment cabinet mounted on the pole. Reinstall the following existing equipment in each CCTV equipment cabinet:

- Power equipment including power supplies, circuit breakers, surge protectors, and other related materials.

Prior to any underground work, locate existing utilities, communications cable, power cable, and adjust work activities to protect these facilities. Immediately cease work and notify the Engineer and the affected owners if damage to existing utilities occurs. Repair damages to existing utilities, communications cable, and / or power cable at no cost to the Department.

PAVEMENT MANAGEMENT SCOPE OF WORK (9-21-18)

Within the project limits, the Design-Build Team shall remove and dispose of / recycle the existing I-77 travel lanes, median paved shoulder and outside paved shoulder pavement structures to the top of the soil subgrade. At the south end of I-77, from Station 25+00 -Y- to Station 48+45 -Y- southbound, and from Station 31+25 -Y- to Station 40+00 -Y- northbound, the pavement design for the I-77 travel lanes, median shoulders and outside shoulders shall consist of the following:

3.0" S9.5D
 3.0" I19.0C
 13.5" B25.0C

Throughout the remainder of the project limits, the pavement design for the I-77 travel lanes, median shoulders and outside shoulders shall consist of one of the following alternatives, unless noted otherwise elsewhere in this RFP. The Design-Build Team shall specify the pavement alternate chosen in the Technical Proposal.

ALTERNATE 1 – CONCRETE PAVEMENT (ASPHALT SHOULDERS)

I-77 Travel Lane Pavement Design

The pavement design for the I-77 travel lanes shall consist of the following:

13.5" doweled jointed concrete
 Nonwoven Geotextile Drainage Interlayer *
 1.25" S9.5B
 12" Type 1 Aggregate Subgrade (*Aggregate Subgrade* Standard Special
 Provision found elsewhere in this RFP)

* The Nonwoven Geotextile Drainage Layer shall be in accordance with the *Nonwoven Geotextile Interlayer* Project Special Provision found elsewhere in this RFP. The Nonwoven Geotextile Drainage Interlayer and the S9.5B layer shall extend to the shoulder drains.

For each direction of travel, the I-77 concrete pavement structure width shall extend one-foot into the I-77 outside paved shoulder. The transverse joints shall be uniformly spaced 15 feet apart.

In accordance with the *Diamond Grinding Concrete Pavement* Project Special Provision found elsewhere in this RFP, the Design-Build Team shall diamond grind the new concrete pavement.

I-77 Full-Depth Median Shoulder and I-77 Full-Depth Outside Shoulder Pavement Design

Throughout the project limits, the pavement design for the I-77 median paved shoulder and the I-77 outside paved shoulder shall consist of the following:

3.0" S9.5C
 3.0" I19.0C
 8.75" B25.0C
 12" Type 1 Aggregate Subgrade (*Aggregate Subgrade* Standard Special
 Provision found elsewhere in this RFP)

The I-77 outside paved asphalt shoulder shall be 11 feet wide.

Team shall provide the Engineer a minimum of 30 days written notice prior to the date of availability. The date of completion shall be the number of calendar days proposed by the Design-Build Team in the Technical Proposal, and such number of calendar days proposed shall not be greater than the days noted above.

Liquidated Damages for Intermediate Contract Time #12 for the above lane reduction duration on the Broad Street Bridge over I-77 are \$1,000.00 per calendar day or any portion thereof.

7. Intermediate Contract Times #13 and #14 for continuous weekend lane closures on I-40 for full depth pavement construction at eastern project terminus

From Station 210+50 -L- to the western terminus of the bridges over Old Mocksville Road, a continuous weekend closure of a single through lane will be permitted in both directions of I-40 for full depth pavement construction.

A continuous weekend lane closure shall not occur concurrently with any other lane or ramp closure within the project limits or during any holiday or special event time restriction, as described in Intermediate Contract Time #1.

For each direction of I-40, the Design-Build Team shall submit 1) an estimated queue length, and 2) a temporary signing plan that utilizes changeable message signs to warn motorists of slow / stopped traffic. The Department shall approve the estimated queue length and temporary signing plan prior to implementation of the corresponding continuous weekend lane closure. The Design-Build Team shall provide a minimum of two CMSs on all segments of the interstate impacted by the queue. The Design-Build Team shall not begin any construction activity that involves the continuous weekend lane closure until all CMSs are installed and communicating with the MRTMC and the STOC. These CMS's shall adhere to all the CMS requirements noted above; and shall be in addition to all other CMSs required elsewhere in this RFP and / or by the Roadway Standard Drawings.

The first CMS shall be placed approximately one mile in advance of the anticipated queue. The second CMS shall be placed approximately three miles in advance of the anticipated queue.

During the continuous weekend lane closure, the Design-Build Team shall provide qualified personnel dedicated to providing constant monitoring of the actual queue and shall relocate the CMSs as necessary.

The time of availability for Intermediate Contract Time #13 shall be Friday at 8:00 p.m. on the date the Design-Build Team elects to close a single I-40 through lane. The Design-Build Team shall provide the Engineer a minimum of 30 days written notice prior to each time of availability. The time of completion for Intermediate Contract Time #13 shall be 6:00 a.m. on the following Monday.

The maximum number of allowable I-40 continuous weekend lane closures shall be the number of closures proposed by the Design-Build Team in the Technical Proposal, and such number of I-40 continuous weekend lane closures shall not be greater than **eight**.

Liquidated Damages for Intermediate Contract Time #13 for I-40 continuous weekend lane closures are \$2,500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #14 for exceeding the maximum number of allowable I-40 continuous weekend lane closures are \$25,000.00 per occurrence.

8. Intermediate Contract Times #15 and #16 for continuous weekend lane closures on I-77 for full depth pavement construction at the southern project terminus

A continuous weekend closure of a single through lane will be permitted on I-77 for full depth pavement construction in the following locations:

- From Station 25+00 -Y- to Station 48+45 -Y- southbound
- From Station 31+25 -Y- to Station 40+00 -Y- northbound

A continuous weekend lane closure shall not occur concurrently with any other lane or ramp closure within the project limits or during any holiday or special event time restriction, as described in Intermediate Contract Time #1.

For each direction of I-77, the Design-Build Team shall submit 1) an estimated queue length, and 2) a temporary signing plan that utilizes changeable message signs to warn motorists of slow / stopped traffic. The Department shall approve the estimated queue length and signing plan prior to implementation of the corresponding continuous weekend lane closure. The Design-Build Team shall provide a minimum of two CMSs on all segments of interstate impacted by the queue. The Design-Build Team shall not begin any construction activity that involves the continuous weekend lane closure until all CMSs are installed and communicating with the MRTMC and the STOC. These CMSs shall adhere to all the CMS requirements noted above; and shall be in addition to all other CMSs required elsewhere in this RFP and / or by the Roadway Standard Drawings.

The first CMS shall be placed approximately one mile in advance of the anticipated queue. The second CMS shall be placed approximately three miles in advance of the anticipated queue.

During the continuous weekend lane closure, the Design-Build team shall provide qualified personnel dedicated to providing constant monitoring of the actual queue and shall relocate the CMSs as necessary.

The time of availability for Intermediate Contract Time #15 shall be Friday at 8:00 p.m. on the date the Design-Build Team elects to close a single I-77 through lane. The Design-Build Team shall provide the Engineer a minimum of 30 days written notice prior to each time of availability. The time of completion for Intermediate Contract Time #15 shall be 6:00 a.m. on the following Monday.

The maximum number of allowable I-77 continuous weekend lane closures shall be the number of closures proposed by the Design-Build Team in the Technical Proposal, and such number of I-77 continuous weekend lane closures shall not be greater than 12.

Liquidated Damages for Intermediate Contract Time #15 for I-77 continuous weekend lane closures are \$2,500.00 per 15-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #16 for exceeding the maximum number of allowable I-77 continuous weekend lane closures are \$25,000.00 per occurrence.

B. Hauling Restrictions

The Design-Build Team shall adhere to the hauling restrictions noted in the 2018 NCDOT *Standard Specifications for Roads and Structures*.

The Design-Build Team shall conduct all hauling operations as follows:

- The Design-Build Team shall not conduct any hauling operations against the flow of traffic of an open travelway unless an approved temporary traffic barrier or guardrail separates the traffic from the hauling operation.
- The Design-Build Team shall not haul during the holiday time and special events time restrictions listed in ICT #1 and ICT #2, unless the hauling operation occurs completely behind temporary traffic barrier or guardrail and does not impact traffic operations.
- All hauling entrances, exits, and crossings shall be shown on the TMP and be in accordance with the 2018 NCDOT Roadway Standard Drawings or the *Typical Median Access Areas* Project Special Provision found elsewhere in this RFP. All hauling entrances, exits, and median access point locations shall be approved by the Department prior to installation.
- Haul vehicles shall not enter and / or exit an open travel lane at speeds more than 10 mph below the posted speed limit.
- Hauling operations that perpendicularly cross a roadway shall require TMP and shall be subject to the time restrictions, and holiday, holiday weekend and special event time restrictions listed in ICT #1 and ICT #2.

The Design-Build Team shall address how hauling will be conducted in the Technical Proposal, including but not limited to, hauling of any materials to and from the site and hauling material within the NCDOT right of way.

Excluding hauling operations that are conducted entirely behind a temporary traffic barrier or guardrail, single vehicle hauling shall not be allowed ingress and egress from any open travel lane during the following time restrictions:

For Single Vehicle Hauling

Road Name	Day	Time Restrictions
I-40 and I-77 (including all collector distributors, ramps and loops)	Monday through Friday	6:00 am. To 9:00 am and 4:00 pm to 7:00 pm

Excluding hauling operations that are conducted entirely behind a temporary traffic barrier or guardrail, multi-vehicle hauling shall not be allowed ingress and egress from any open travel lane during the following time restrictions: