STATE OF NORTH CAROLINA
TURNPIKE AUTHORITY

MICHAEL F. EASLEY
GOVERNOR

1578 MAIL SERVICE CENTER, RALEIGH, N.C. 27699-1578

DAVID W. JOYNER
EXECUTIVE DIRECTOR

June 3, 2008

Addendum No. 2

RE: Contract ID: C201993
TIP Number: R-2635A, B, C
Wake County
Project Description: Western Wake Freeway – A portion of the Triangle Expressway from NC 55 at SR 1172 in Apex to NC 55 near SR 1630 in Wake County

August 5, 2008 Letting

To Whom It May Concern:

Reference is made to the Request for Proposal Including Addendum No. 1 recently furnished to you on the above project. We have since incorporated changes, and have attached a copy of Addendum No. 2 for your information. Please note that all revisions have been highlighted in gray and are as follows:

Two of the three pages of the Table of Contents have been revised. Please void these two pages in your proposal and staple the revised two pages of the Table of Contents thereto.

On page 146, the *EROSION AND SEDIMENTATION CONTROL SCOPE OF WORK* has been revised. Please void Page No. 146 in your proposal and staple the revised Page No. 146 thereto.

On page 148, the *OPEN ROAD TOLLING (ORT) INFRASTRUCTURE SCOPE OF WORK* has been revised. Please void Page No. 148 in your proposal and staple the revised Page No. 148 thereto.

On pages 220, 221 and 222, the *RIGHT-OF-WAY SCOPE OF WORK* has been revised. Please void Page Nos. 220, 221 and 222 in your proposal and staple the revised Page Nos. 220, 221 and 222 thereto.

On page 250, the *AESTHETIC DESIGN SCOPE OF WORK* has been revised. Please void Page No. 250 in your proposal and staple the revised Page No. 250 thereto.

On page 644, *Division One* has been revised. Please void page No. 644 in your proposal and staple the revised Page No. 644 thereto.

The NCTA would like to thank each Design-Build Submitter for their interest in this project and their continued interest in future Design-Build Projects. If you have any questions or need additional information, I can be reached by telephone at (919) 571-3000.

Sincerely,

Steve DeWitt, P.E.
NCTA Chief Engineer

SD/ns

cc: Mr. David Joyner (w/)
Mr. George Hoops, PE (w/3)
Mr. Rodger Rochelle, PE (w/)

SCOPES OF WORK (GREEN SHEETS)

STANDARD SPECIAL PROVISIONS (YELLOW SHEETS)

PROPOSAL FORM ITEM SHEET, ETC.

E. Temporary access and haul roads, other than public roads, constructed or used in connection with the project shall be considered a part of the project and addressed in the Erosion and Sedimentation Control Plans.
F. Borrow or waste areas that are part of the project shall require a separate Erosion and Sedimentation Control plan, unless the borrow or waste activity is regulated under the *Mining Act of 1971*, or is a landfill regulated by the Division of Solid Waste Management (DSWM). The Design-Build Team shall submit the permit number for waste / borrow sites covered by the Mining Act or regulated by DSWM (DENR) concurrently to NCTA and the State Alternative Delivery Engineer.
G. Whenever NCTA or NCDOT determines that significant erosion and sedimentation continues despite the installation of approved protective practices, the Design-Build Team shall be required to and shall take additional protective action.
H. An accepted Erosion and Sedimentation Control Plan does not exempt the Design-Build Team from making every effort to contain sediment onsite.
I. Any Erosion Control Design revisions made during the construction of the project shall be submitted to NCDOT REU by the 15th of the month via the State Alternative Delivery Engineer. At anytime requested by NCTA, the State Alternative Delivery Engineer or the Roadside Environmental Unit, the Design-Build Team shall provide an updated version of the Erosion and Sedimentation Control Plans for distribution to all parties involved in the construction process.
J. The Design-Build Team shall comply with the *North Carolina Administrative Code Title 15 A Department of Environment and Natural Resources Chapter 4, Sediment Control.*
K. A pre-design meeting shall take place between the NCTA, NCDOT REU Soil & Water Engineering Section, the Design Build Team, and any other pertinent NCDOT personnel before Erosion and Sedimentation Control Design begins. Erosion and Sedimentation Control Plan submittals shall only be reviewed and accepted by NCTA and NCDOT REU after the Erosion Control Pre-Design Meeting.
L. All RFC Erosion and Sedimentation Control Plans, including any red line revisions, shall be kept on site at all times throughout the duration of the project.
M. Erosion Control / Stormwater Certification shall be required according to the Project Special Provision found elsewhere in this RFP.
N. Prior to installation of any erosion control devices, the Design-Build Team shall verify all jurisdictional area boundaries and delineate the boundaries with Safety Fence.
O. Design-Build Team shall be responsible for supplemental seeding, topdressing and mowing.

Water Quality Stormwater Measures

Stormwater controls, both temporary and permanent, intended to serve water quality purposes will be highlighted on all phases of the erosion control and right of way plans in such a way to denote specific attention. Water quality stormwater controls include the level spreader, preformed scour hole, detention basin, swale, forebay, hazardous spill basin, bridge stormwater controls filtration basin, stormwater wetland, filter strip and buffer as well as any other measures included in the most current version of the NCDOT Stormwater Best Management Practices Toolbox or deemed appropriate by the Design-Build Team.

OPEN ROAD TOLLING (ORT) INFRASTRUCTURE SCOPE OF WORK (06-03-08)

This ORT Infrastructure scope of work includes design, engineering, fabrication, delivery and erection of gantries, toll facility buildings, pavements, sidewalks, electrical work, heat ventilation, air conditioning (HVAC) work, plumbing work, conduit duct banks and associated vaults and equipment cabinets necessary for the infrastructure of the open road tolling system. The design, fabrication and installation of DMS message boards, toll equipment brackets and toll system integration will be by others in coordination with this contract.

The Design-Build Team shall coordinate with the Toll System Integrator in the final design and construction of the ORT Infrastructure to readily accommodate the NCTA selected Toll System Integrator components without the need for modifications and to achieve the NCTA tolling performance requirements. Some information contained within this ORT Infrastructure scope is typical and may not be applicable for the specific tolling system provided by the Toll System Integrator selected by NCTA. Therefore, reduction, deletion or addition of items indicated within this scope, if allowed and necessary, shall result in compensation adjustments in accordance with the 2006 NCDOT Standard Specifications for Roads and Structures.

References

Design and construct ORT Facilities, included herein, in accordance with the following:

- Aesthetic Design Guidelines, dated September 28, 2007
- Aesthetic Design Scope of Work
- Signing Scope of Work
- Typical Open Road Tolling (ORT) Facility Guidelines

General

Design, drawings, details, and specifications detailed within this scope are the responsibility of the Design-Build Team, unless noted otherwise. Provide all details and plans consistent with industry standards and professional requirements.

Design-Build Team shall minimize as much as practicable, the footprint of the ORT Facilities while maintaining consistency with design standards and the contract requirements.

ORT Site Location

Locate each tolling site in accordance with the ORT Site Geometry Design Criteria below and generally at the locations indicated on the ORT Collection Facility Layout Drawing. Accommodate the lane configurations and shoulder widths detailed in the ORT Collection Facility Layout Drawings provided by the NCTA. Place tolling locations to allow optimum performance of the tolling system and for ease of maintenance access under operating conditions.

ORT Site Pavement Design

Install pavement at the ORT sites consistent with the adjacent pavement and shoulders, except as noted herein. The ORT site limits are defined as the pavement beginning 60 feet prior to the first ORT gantry span and extending through and a length of 90 feet beyond the second ORT gantry span.

RIGHT-OF-WAY SCOPE OF WORK (6-03-08)

Mutual Right-of Way Agent

The NCTA has retained Carolina Land Acquisition, Inc. herein referred to as the "Agent," to perform all asbestos assessment and abatement, appraisals, appraisal reviews, negotiations, and relocation services. A list of all parcels acquired by NCTA and NCDOT prior to the submission of Proposals will be provided to all teams on the Reduced Candidates List.

Carolina Land Acquisition, Inc. will serve as the Right-of-Way Agent for both the NCTA prior to contract award and the Design-Build Team after contract award. After Notice to Proceed, the Agent will report directly to the Design-Build Team and prioritize their work as directed by the Design-Build Team. The Agent's fees will be borne solely by the NCTA, regardless of the cause for additional Right-of-Way or easement. In the event the Design-Build Team deems the Agent non-responsive to the Design-Build Team's priorities, the Design-Build Team may recommend to the NCTA that payment be withheld from the Agent.

Prior to contract award, the Design-Build Team shall have no direct contact with the Agent in any manner except as identified herein. After contract award, all requests for Agent services shall be in writing, with copies to NCTA.

The Design-Build Team shall provide to the NCTA area data sheets based upon the accepted Right-of-Way Plans. The Design-Build Team shall perform the initial right-of-way staking for the purpose of initial contact with owners, as well as final staking of right-of-way and placement of rebar and metal caps.

Priority Acquisition

A list of parcels in order of right-of-way or easement acquisition priority, shall be submitted directly to the NCTA Chief Engineer no later than the date specified in Section 1.G. of the ITP (Volume I). The Design-Build Team shall allocate their list into five categories as noted in the table below. Unless otherwise noted herein, the Agent will acquire, or otherwise gain right-of entry to these parcels in the respective timeframes in the table.

Parcel Category	Number of Allocated Parcels	Calendar Days for Access
A	25	120
B	25	180
C	50	240
D	50	300
E	Remainder of Parcels	360

Due to the large number of parcels associated with the Triangle Expressway corridor and the complex nature of numerous parcels, the Agent may choose up to five of the parcels in each of the Categories A and B and re-allocate these parcels to Category C if the Agent anticipates that such parcels are not attainable within the timeframes of Categoies A and/or B, as applicable. Moreover, parcels that involve relocatees will automatically be assigned to Category D. Parcels with impacted cemeteries will automatically be assigned to Category E. In the event that unknown archaeological sites, hazardous materials, or asbestos abatement requirements are

revealed during the contract, the NCTA may require up to an additional 30 calendar days beyond that shown in the table to gain access to that parcel; however, in such case, the contract time will be extended on a calendar day for calendar day basis, subject to the conditions outlined in "Contract Time" herein.

The calendar days noted in the table begin once the final Right-of-Way plans are accepted by NCTA for that parcel and the Design-Build Team has completed the preliminary staking such that the Agent can make initial contact with the owner.

Within five business days of receipt of the Design-Build Team's priorities, the NCTA Chief Engineer will host a meeting between the NCTA, NCDOT State Alternative Engineer, the Agent, and the Design-Build Team. This meeting will serve to clarify the priorities for acquisition. Within five business days after this meeting, the NCTA will provide the Design-Build Team with an official acknowledgement of the parcel priority list and the re-assignment of parcels from Categories A and B to Category C. Any estimate received outside of the process established herein shall be non-binding.

At least one additional meeting will be afforded to each Design-Build Team following the Team's receipt of the NCTA's initial response. These meetings are to afford the Design-Build Team the opportunity to adjust their priority list, provide an opportunity to ask questions about the NCTA's initial response, and receive the NCTA's final response within five business days of each meeting. The NCTA will not honor a request for any such meeting any later than two weeks prior to the deadline for the submission of Technical and Price Proposals.

The Design-Build Team shall submit, as part of their Technical Proposal, the priority list last conveyed to the NCTA for which the NCTA's final response was provided.

The Design-Build Team is encouraged to verify and/or adjust the estimates provided by the NCTA for the purpose of determining their own schedule.

Right-of-Way Costs Borne by Design-Build Team

The cost of the right-of way as shown on the Right-of-Way plans provided by NCTA for R-2635C and the Public Hearing Map for R-2635A and B will be borne by the NCTA. The cost of any additional Right-of-Way or easements, as required by the Design-Build Team's design or construction methods, beyond that shown on the Right-of-Way plans (R-2635C) and public hearing map (R-2635A & B) will be the responsibility of the Design-Build Team.

There are two exceptions to the above paragraph:

1) If the Design-Build Team demonstrates to the NCTA's satisfaction that the project cannot be constructed, or utilities relocated/constructed, within the right-of-way shown on the Right-of-Way plans provided by the NCTA, the NCTA will bear the cost for the portion of the additional Right-of-Way or easement that is satisfactorily demonstrated by the Design-Build Team as needed to construct the facility.

2) If the Design-Build Team implements design or construction changes that increase the right-of-way costs in one or more parcels but also reduce the right-of-way costs for other parcel(s), then the Design-Build Team will only be responsible for the net change in the right-of-way cost attributable to the design or construction change.

Contract Time

The calendar days in the table, as adjusted by the NCTA's final response in accordance with this scope of work, will be considered binding in regard to contract time.

In the event that a parcel is not obtained, or otherwise granted right-of-entry, within the timeframe shown in the table, as adjusted by the NCTA's final response, the NCTA will entertain requests for additional contract time. If the Design-Build Team demonstrates, in accordance with Article 108-2 of the Standard Special Provision entitled Division One contained elsewhere in this RFP, to the satisfaction of the NCTA that the delay in right-of-way or easement availability affects their controlling operation, the contract time will be extended one calendar day for each calendar day delay beyond the timeframe shown in the table or otherwise adjusted in the NCTA's final response. In no case shall further contract time extensions be granted due to further indirect delays (such as weather, seasonal construction limitations, or borrow availability) that may result from the delay in parcel availability.

Any change to the priority list after project award that accelerates the Design-Build Team's expectation for a parcel's availability will nullify this consideration for contract time extension for that parcel. Furthermore, any change to the accepted Right-of-Way plans that require second takings or revised limits will nullify this consideration for contract time extension for such parcels.

There is a cemetery located at approximate station 191+50 RT. –L-. The NCTA will be responsible for the right-of-way activities, including cost, associated with the relocation of this cemetery. This process is lengthy and therefore the Design-Build Team shall finalize the limits of right-of-way in this area as early as possible.

Incentive for Reduction in NCTA Right-of-Way Costs

The current estimate for the Right-of-Way/easement costs for R-2635 is $192,000,000. If the Design-Build Team generates and incorporates satisfactory design or construction innovations to reduce the Right-of-Way/easement costs to the NCTA, an incentive will be paid to the Design-Build Team as outlined below.

The baseline cost for this incentive is $182,400,000 or as adjusted in accordance with below. If, after all parcels and easements are acquired, the total Right-of-Way cost to the NCTA is below the baseline cost, and the reduction in Right-of-Way/easement costs directly results from design or construction innovations generated and employed by the Design-Build Team, an incentive will apply. This incentive will be equal to 40% of the difference between the baseline cost and the actual verified cost of the projects Right-of-Way/easements. This incentive payment will be paid with the final partial payment.

In the event that a parcel is condemned but not yet settled by the time of the final partial payment, a cost of 10% above the final offer made prior to condemnation will be used in the calculation of the incentive.

In the event that the reduced Right-of-Way/easement cost is only partially attributable to design or construction innovations generated and employed by the Design-Build Team, the baseline cost will be adjusted downward for that portion of the cost savings not directly attributable to the Design-Build Team's design or construction innovations.

- Decorative column or column façade for toll gantries and overhead and pedestal sign structures
- Aesthetic treatment to gantry structural elements (Reference the Open Road Tolling (ORT) Infrastructure Scope of Work)
- Brick appearance using form liners and concrete stain on noise walls with decorative pilasters on the traffic side only. The noise wall at Olive Chapel Elementary School shall also have an aesthetic treatment on the back of the noise wall consistent with the school architectural elements.
- Noise walls shall be constructed with periodic horizontal offsets, a minimum of one-half panel in length, in lieu of in a straight line. Such offsets shall not necessitate additional right-of-way or additional impacts to environmentally sensitive areas. Include access breaks for maintenance behind the walls. The maintenance breaks shall have a minimum one full panel overlap to maintain noise mitigation.
- Unless otherwise noted herein, brick appearance using form liners and concrete stain on retaining walls with decorative pilasters and coping to match bridge abutment details for those retaining walls that can be seen by the travelling public
- Decorative screening at toll system utility buildings to visually shield the motorist from such buildings consistent with the noise wall aesthetics.
- Unless otherwise noted herein, coloring of all elements as identified in the Aesthetic Design Guidelines, or as otherwise approved by the NCTA. The face of all barrier rails that can be seen when travelling on the Triangle Expressway shall be colored.
- With the exception of coloring the traffic face of all barrier rail, aesthetic treatments are not required for stream crossing structures and greenways, including the bridge over Nancy Branch and the Future East-West Collector.
- Aesthetics treatments will not be required for the Kelly Road bridge over US 64

The incorporation of Mandatory Aesthetic Treatments into the Technical Proposal will be evaluated on a pass/fail basis in accordance with the Section 5.B.(iii) of the ITP (Volume I).

Voluntary Aesthetic Treatments

The Design-Build Team may elect to include other Voluntary Aesthetic Treatments in their Technical Proposal and/or design, such as the following, that will increase the visual appearance of the toll facility.

- Brick façade (embedded brick, brick veneer, or full brick) on bridge abutments and side retaining walls
- Brick façade (embedded brick, brick veneer, or full brick) on noise walls
- Brick façade (embedded brick, brick veneer, or full brick) on retaining walls
- Ornamental lighting across bridges
- Battered Abutments
- Bridge abutment planters on traffic approach with pedestrian rail along the -Y- line edge of the planter
- Embossed Street Identification on Bridge Abutment

(b) the controlling operation(s) alleged to have been delayed,

(c) the calendar dates or calendar dates and times on which the controlling operation(s) were delayed and

(d) the number of calendar days or hours by which he is requesting the completion date, intermediate completion date, or intermediate completion time to be extended.

If the Engineer determines that the controlling operation(s) were delayed because of circumstances beyond the control of and without the fault or negligence of the Design-Build Team, and that the Design-Build Team has pursued the work in accordance with Article 108-1, he will extend the completion date, intermediate completion date, or intermediate completion time unless otherwise precluded by other provisions of the contract. No extension of the completion date, intermediate completion date, or intermediate completion time will be allowed for delays caused by restrictions, limitations or provisions contained in the contract.

Consideration will be given for an extension in the completion date, intermediate completion date, or intermediate completion time involving an intermediate contract time of more than 96 hours if the Design-Build Team's current controlling operation(s) is delayed in excess of 8 percent of the total contract time (days), as defined in Section 101, the total intermediate contract time (days), as defined in Section 101, or the total intermediate contract time (hours), as defined in Section 101; due to weather or conditions resulting from weather. No other consideration will be given for extensions in the completion date, intermediate completion date, or intermediate completion time due to delays caused by weather.

Where the intermediate contract time is 96 hours or less, no consideration whatsoever will be given for an extension in the intermediate completion time due to weather or conditions resulting from weather.

(2) If changes in the work from that originally contemplated in the contract are ordered by the Engineer and these changes result in reduction in quantities, elimination of items, additional work and/or extra work, the Engineer will allow an extension in the completion date, intermediate completion date, or intermediate completion time as he may deem warranted by such changes. Pursuit of the work with adequate forces and equipment and efficiency of the Design-Build Team's operations will be considered by the Engineer in determining an extension in the completion date, intermediate completion date, or intermediate completion time. It is, however, the Design-Build Team's responsibility to show just cause for an extension in the completion date, intermediate completion date, or intermediate completion time due to the aforesaid conditions.

The Design-Build Team's plea that insufficient contract time (days), intermediate contract time (days), or intermediate contract time (hours) was specified in the contract will not be considered as a valid reason for an extension in the completion date, intermediate completion date, or intermediate completion time.

When all work on the project is totally complete, with the exception of an item or items on which work is precluded by seasonal limitations set forth in the contract, the Engineer may, provided that the Design-Build Team has diligently pursued the work with adequate forces and equipment, waive the assessment of liquidated damages during the period of time from the date