

Submittal of a Price Proposal and the execution by Design-Builders of the signature sheets contained in the RFP, shall constitute the Design-Builder's acknowledgement and understanding of the procurement process, submittal requirements, and evaluation criteria contained herein.

The Contract will include **Contract Book 1 (ITDB - Instructions to Design Builders)**, **Contract Book 2 (Design-Build Contract)**, and **Contract Book 3 (Project Specific Information)**, **DB Standard Guidance** and all referenced documents, including, but not limited to, the listing in the **Contract Book 2 (Design Build Contract)** are to set forth the rights and obligations of the Parties and the terms and conditions governing completion of the work.

This project consists of I-40 construction from the Central Pike to the East of the SR-109 including grading, drainage, and paving, the construction and design of roadway and Bridge widening, possible retaining wall and installation of **signals signs**. The approximate Project length is approximately 8.5 miles.

The Design Builder's obligations shall include without limitation the following:

- Furnishing all design services, Quality Management, materials, equipment, labor, transportation, and incidentals required to complete the Project according to the approved Plans, the Department's Standard Specifications, as amended, and terms of the Contract;
- Performing the construction work according to the lines, grades, typical sections, dimensions, and other details shown on the approved Plans, as modified by Change Order or other written directive issued by the Department;
- Performing all work determined by the Department to be necessary to complete the Contract; and
- Contacting the Department Alternative Contracting Office for any necessary clarification or interpretation of the Contract prior to proceeding with the affected work.
- All Project components identified in the Contract and performance of all work described in accordance with all Contract requirements. The shall determine the full Project requirements through comprehensive examination of the Contract and the Project Site.
- Designing, furnishing, constructing, and installing all components of the Project, except for those components, if any, as may be stipulated within the **Contract Book 3 (Project Specific Information)** to be furnished and/or installed by the Department or others.

The Design-Builder shall be fully and totally responsible for the accuracy and completeness of all work performed under the Contract, and shall indemnify and hold the Department harmless for any additional costs and all claims against the Department which may arise due to errors or omissions of the Department in the Provided Materials, and of the Design-Builder in performing the work.

Deadline for Submittal of Initial Right Of Way Acquisition	October 17, 2011 4:00 p.m., CT
Deadline for Submittal of Alternate Technical Concepts	October 24, 2011 4:00 p.m., CT.
Deadline for Response to Alternate Technical Concepts, and ROW acquisition	November 7, 2011 4:30 p.m., CT.
Deadline for Submittal of Question Requests, and Requests for QPL Determination	November 21, 2011 4:00 p.m., CT.
Anticipated Deadline for Issuance of Last Addendum	November 23, 2011 4:00 p.m., CT.
Technical Proposal and Price Proposal Due Date and Time	December 2, 2011 4:00 p.m., CT.
Public Price Proposal Opening	December 16, 2011 9:00 a.m., CT.
Award of DB contract, or rejection of all proposal	On or before January 9, 2012
Anticipated Issuance of Initial Notice to Proceed	January 23, 2012

The Department will not consider any late Proposals. Proposals received after the Proposal Due Date will be returned to the unopened. The Department will not consider any Proposal modifications submitted after the Proposal Due Date. Nor will the Department acknowledge Proposal withdrawals submitted after the Proposal Due Date. Any such attempted withdrawal will be ineffective.

If the Design Builder does not submit a Proposal by the Due Date and the Department chooses to issue a new, revised, or modified RFP, the Proposal will be considered non-responsive to the requirements set forth herein. As a result, the Design Builder will not be eligible to respond to any additional RFP requests from the Department on this project.

6. CONTRACT DOCUMENTS

- Contract Book 1 (ITDB - Instructions to Design Builders);
- Contract Book 2 (Design-Build Contract);
- Contract Book 3 (Project Specific Information);
- DB Standard Guidance and Addendum;
- The Department Standard Specifications;

IM-40-5(140); 95100-0105-44

7

Design-Build Project

PIN 114169.00, Interstate 40
FROM WEST OF SR-171
TO EAST SR-109
WILSON COUNTY

TD  T

- Removal and Disposal

716-99.50 Design Build Striping/Pavement Markings

- Material
- Raised Pavement Markers
- Snowplowable Raised Pavement Markers

717-99.95 Design Build Mobilization

718-01.95 Design Build Noise Wall Barrier

- Payment under this item shall include all costs to construct the noise wall including but not limited to construction, materials, engineering, drilling and other preliminary costs. In the event that the Department determines the noise wall is not needed, the Department will notify the Design Builder and will reduce the LS payment for the contract by the amount the DB team has submitted for item ~~718-01.50~~ 718-01.95.

The Design Builder shall seek approval from the Alternative Contracting Office before proceeding with any design work on the noise wall. The Design Builder shall include in their cost proposal the price for the proposed wall under item ~~718-01.01~~ 718-01.95 Noise Barrier.

4) Issues Resolution Plan

c. PROJECT MANAGEMENT

- 1) Describe the administrative and operational structure that would be used to perform the proposed work, including:
 - Describe how design personnel will interface with the construction personnel.
 - Communicating and coordinating between the Department and the Design Builder. Include the approach for change management during construction for design initiated, field initiated, and the Department-initiated changes.
 - Describe existing design and/or construction quality management plan(s) that the Design Builder may have already developed, and how it (they) will be implemented into work performed. Describe coordination of design and construction activities to ensure consistency in quality. Explanation of how independence of quality staff and function will be maintained.
 - Approach to managing costs under this Contract while fulfilling required tasks and assuring quality of work.
 - Describe or outline the process for constructability, durability, maintainability, safety, aesthetics and environmental mitigation in the design and construction processes.
 - Describe or outline the process for coordinating design and construction functions, including both design and construction components and all Subcontractor activities. Include a brief description (Construction