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

INDUSTRY DRAFT REQUEST FOR PROPOSAL

EXPRESS DESIGN-BUILD PROJECT

TIP BO-2418

May 29, 2026

VOID FOR BIDDING

DATE AND TIME OF PRICE PROPOSAL OPENING: **July 21, 2026** AT **2:00 PM**

CONTRACT ID: C205201

WBS ELEMENT NO. 51133.3.1

FEDERAL-AID NO. 5113301

COUNTY: Pitt

ROUTE NO. Greene Street

MILES: 0.919

LOCATION: Construct a Multi-Use Path / Sidewalk along Greene Street from Town Common to River Park North in Greenville.

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

_____

PROPOSAL FORM FOR THE CONSTRUCTION OF CONTRACT NO. C205201

IN PITT COUNTY, NORTH CAROLINA

Date_____ 20_____

DEPARTMENT OF TRANSPORTATION,

RALEIGH, NORTH CAROLINA

The Design-Build Team herein acknowledges that it has carefully examined the location of the proposed work to be known as Contract No. C205201; has carefully examined the Final Request for Proposals (RFP) and all addendums thereto, specifications, special provisions, the form of contract, and the forms of contract payment bond and contract performance bonds, which are acknowledged to be part of the Contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned Design-Build Team agrees to be bound upon their execution of the Contract and including any subsequent award to them by the Secretary of Transportation in accordance with this Contract to provide the necessary contract payment bond and contract performance bond within fourteen calendar days after the written notice of award is received by them.

The undersigned Design-Build Team further agrees to provide all necessary materials, machinery, implements, appliances, tools, labor, and other means of construction, except as otherwise noted, to perform all the work and required labor to design, construct and complete all the work necessary for State Highway Contract No. C205201 in Pitt County by no later than the dates(s) specified in the Final RFP, and any Addenda thereto, and in accordance with the requirements of the Engineer, the Final RFP and Addenda thereto, the 2024 *Standard Specifications for Roads and Structures* (*Standard Specifications*), specifications prepared by the Department, the Technical Proposal prepared by the Design-Build Team, at the lump sum price(s) bid by the Design-Build Team in their Price Proposal.

The Design-Build Team shall provide signed and sealed documents prepared by the Design-Build Team, which specifications and plans show the details covering this project and adhere to the items noted above.

The Design-Build Team acknowledges that project documents furnished by the Department are preliminary and provided solely to assist the Design-Build Team in the development of the project design. Unless noted otherwise herein, the Department does not warrant or guarantee the sufficiency or accuracy of any information furnished by the Department.

The Department does not warrant or guarantee the sufficiency or accuracy of any investigations made, nor the interpretations made or opinions of the Department as to the type of materials and conditions to be encountered at the project site. The Design-Build Team is advised to make such independent investigations, as they deem necessary to satisfy their self as to conditions to be encountered on this project. The Design-Build Team shall have no claim for additional compensation or for an extension of contract time for any reason resulting from the actual conditions encountered at the site differing from those indicated in any of the information or

documents furnished by the Department except as may be allowed under the provisions of the *Standard Specification*.

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 the 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 2024, as well as, all design manuals, policy and procedures manuals, and AASHTO publications and guidelines referenced in the Request For Proposals, 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 shall be done in accordance with the documents noted above and under the direction of the Engineer.

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 Proposals.

Accompanying the Price 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 fails 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 Specification*; otherwise said deposit will be returned to the Design-Build Team.

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*** PROJECT SPECIAL PROVISIONS ***

BUILD AMERICA, BUY AMERICA (BABA)

(11-15-22) (Rev. 4-21-26) 106 DB1 G05B

Revise the *Standard Specifications* as follows:

Page 1-47 and 1-48, Article 106-1 GENERAL REQUIREMENTS, lines 30-47 and 1-49, delete and replace Article 106-1 with the following:

106-1 MATERIALS AND MANUFACTURING

(A) General Requirements

The Design-Build Team shall furnish materials that conform to all contract requirements, are suitable for their intended use, and are free from defects. All materials used in the work shall meet the requirements of the contract and shall be subject to inspection, test, or rejection by the Engineer. All materials permanently incorporated into the completed work shall be new, unless otherwise specified in the contract or as approved by the Engineer.

The Design-Build Team is responsible for selecting, procuring, and delivering materials of the types and quantities necessary to perform the work and meet contract requirements. Delays in material delivery or quality control do not relieve the Design-Build Team of obligations for schedule or quality.

All materials incorporated into the work shall be approved before use. Approval is based on testing, certification, or both, as required by the contract. Department review or acceptance does not relieve the Design-Build Team of responsibility for material compliance. The Department may inspect, sample, and test materials at any time before, during, or after installation.

Materials shall be handled, stored, and protected to prevent damage, contamination, or deterioration. Materials determined to be defective, damaged, contaminated, or otherwise not in compliance shall be rejected and promptly removed from the project.

To facilitate inspection and testing, the Design-Build Team shall furnish a complete statement of origin for all materials, including certifications or samples when requested. This information shall be submitted to the Materials and Tests Unit when required by the contract or as directed by the Engineer, in advance of fabrication, shipment, or use to allow for appropriate inspection.

The Design-Build Team shall furnish Safety Data Sheets (SDS) for all paints and hazardous chemicals proposed for use on the project, in accordance with the North Carolina Hazard Communication Standard, 29 CFR 1910.1200 and NCGS § 95-174.

The Design-Build Team shall provide access, equipment, means and assistance for the verification and calibration of any devices used in testing, measurement, or documentation of materials.

If the Design-Build Team proposes to use materials from local deposits not identified in the contract, the Design-Build Team shall be responsible for preliminary sampling, source approval, and production of acceptable material. Preliminary samples shall be furnished at no cost to the Department. If requested in writing, the Department shall perform sampling, with costs to be charged to the Design-Build Team as determined by the Engineer.

Sampling or testing by the Department does not constitute pre-approval or acceptance of material. The Design-Build Team remains responsible for ensuring quality and uniformity of all materials produced or delivered, including those from local deposits. The Design-Build Team shall indemnify and hold harmless the Department from any claims, costs, or damages related to the development or use of such sources, including, but not limited to, failure to meet quantity or quality requirements.

Materials covered by Subarticles 106-1(B) and 106-1(C) shall comply with applicable domestic content requirements, including those for iron and steel, construction materials, and manufactured products.

(B) Domestic Material Requirements

Domestic material requirements apply to iron and steel products permanently incorporated into any project in accordance with 23 U.S.C. § 313, 23 CFR 635.410, and NCGS § 136-28.7. Construction materials and manufactured products permanently incorporated into the work are subject to domestic-content requirements only on Federal-aid projects, in accordance with 23 U.S.C. § 313, Build America Buy America Act (IIJA § 70914), 2 CFR 184, and as implemented for the Federal-aid highway program through 23 CFR Part 635.410.

All iron or steel products, construction materials, and manufactured products subject to domestic content requirements shall be of domestic origin and meet the applicable requirements of the contract based on the project's funding source.

Before any materials are delivered to the project, the Design-Build Team shall submit a notarized letter acknowledging their understanding of the domestic material requirements for the specific contract. This acknowledgment is a contract-level affirmation that the Design-Build Team is responsible for ensuring that no iron or steel product, construction material, or manufactured product subject to domestic content requirements is permanently incorporated into the work without the required certification. This acknowledgment does not substitute for product-level certifications from the manufacturer or supplier. The Department reserves the right to deny or recover payment for any material incorporated into the work without valid documentation.

For iron and steel, all manufacturing processes must occur in the United States.

For construction materials, all manufacturing processes must occur in the United States.

For manufactured products, final assembly must occur in the United States.

Before any iron or steel product, construction material, or manufactured product subject to domestic content requirements is eligible for payment, the Design-Build Team shall submit a certification from the manufacturer or supplier confirming compliance with the applicable regulations. A separate certification is required for each shipment or delivery and must clearly identify the items covered, linked to the associated bill of lading, invoice, or packing list.

The Design-Build Team shall ensure that all required certifications from the manufacturer or supplier are obtained and submitted to the Engineer prior to payment for any iron or steel product, construction material, or manufactured product subject to domestic content requirements. The Engineer shall retain documentation in accordance with Department procedures. Compliance with domestic material requirements is the responsibility of the Design-Build Team, based on certifications and documentation provided by the manufacturer or supplier.

(C) Material Category Requirements

(1) Iron and Steel Products

Items are considered iron or steel products if they consist wholly or predominantly of iron or steel. Predominantly means the cost of iron or steel components exceeds 50% of the total cost of all product components.

All steel and iron products that are permanently incorporated into the work shall be produced in the United States. This includes any such item that is melted, cast, rolled, formed, shaped, drawn, extruded, forged, fabricated, finished or otherwise processed in the manufacture of the product. Coatings applied to iron and steel products shall also be applied in the United States.

A minimal amount of foreign iron or steel products may be permitted provided the total value of such foreign material, as delivered to the project, does not exceed 0.1% of the total contract cost or $2,500, whichever is greater. Documentation establishing the value of the foreign material shall be submitted when requested. This allowance is intended only for incidental quantities that may arise despite good-faith compliance efforts and shall not be used to intentionally procure foreign iron or steel.

Domestically produced high-strength fasteners are required, and foreign-produced high-strength fasteners are not permitted under any circumstance.

Raw materials such as pig iron, processed pelletized iron ore, and reduced iron ore may be sourced internationally; however, all manufacturing processes to produce the final product, including coatings, shall occur within the United States.

(2) Construction Materials

Construction materials shall consist of a single, listed material type permanently incorporated into the work as defined in 2 CFR 184.3. The following are classified as construction materials:

(a) Non-ferrous metals (such as aluminum, copper, and zinc);
(b) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
(c) Glass (including optical glass);
(d) Fiber optic cable (including drop cable);
(e) Optical fiber;
(f) Lumber;
(g) Engineered wood;
(h) Drywall

For construction materials, all manufacturing processes must occur in the United States. If a construction material is combined with other materials, components, or features to form a product with new properties or functions, it shall be classified as a manufactured product.

Minor additions such as binding agents, dyes, or adhesives that do not materially alter the item's properties do not affect classification.

(3) Manufactured Products

Manufactured products are articles, materials, or supplies that are made by combining one or more materials to create a product with new or different properties, functions, or uses. This includes items that incorporate multiple components, materials, or assemblies and cannot be classified as a single listed construction material.

Final assembly of all manufactured products must occur in the United States. Certification must address the product as a whole, including all incorporated components.

Items that meet the definition of construction materials or iron and steel products shall not be reclassified as manufactured products.

(4) Materials Not Subject to Domestic Content Requirements

The following materials are not subject to domestic content requirements and do not require certification, as identified below:

(a) Materials Excluded by Federal Statute or Regulation

The following materials are excluded from domestic content requirements under applicable Federal law or regulation:

(i) Cement and cementitious materials

(ii) Aggregates such as stone, sand, or gravel
(iii) Aggregate binding agents or additives

(b) Materials Not Permanently Incorporated into the Work

Materials that are not permanently incorporated into the completed project are not subject to domestic content requirements. Materials are not permanently incorporated when they are used solely to facilitate construction activities and do not perform an ongoing structural, operational, or functional role after construction is complete. Determinations regarding whether a material is permanently incorporated shall be made by the Engineer.

(D) Classification and Clarification of Materials

All items subject to domestic content requirements shall be classified as either an iron or steel product, construction material, manufactured product, or a material not subject to domestic content requirements based on their final form as delivered to the project site. Each item may be classified into only one category and shall not be reclassified to avoid more stringent requirements. Classification of a manufactured product does not relieve the Design-Build Team of compliance with iron and steel domestic manufacturing requirements applicable to embedded iron or steel components when required by Federal law or regulation. When an item's classification is uncertain or does not clearly fall within the listed categories, the Design-Build Team shall submit the item for review by the Engineer. Approval must be obtained prior to procurement or incorporation into the project.

CONTRACT TIME AND LIQUIDATED DAMAGES

(8-15-00)(Rev. 1-16-24) 108 DB1 G008A

The date of availability for this contract is August 21, 2026, except that the Design-Build Team shall only begin ground disturbing activities as allowed by this Request for Proposals.

The Final Completion Date shall not be later than September 30, 2031.

When observation periods are required by the special provisions, they are not a part of the work to be completed by the completion date and / or intermediate contract times. Should an observation period extend beyond the Final Completion Date the performance and payment bonds shall remain in full force and effect until the observation period has been completed and the work accepted by the Department.

The liquidated damages for this contract are **XXXXX ($XXXX.XX)** per calendar day.

OTHER LIQUIDATED DAMAGES AND INCENTIVES

(3-22-7) (Rev. 2-14-8) DB1 G11

Reference the Transportation Management Scope of Work found elsewhere in this RFP for more information on the following time restrictions and liquidated damages:

Liquidated Damages for Intermediate Contract Time #1 for lane narrowing, lane closure, holiday and special event time restrictions for a single lane on North Greene Street are **$500.00** per hour or any portion thereof.

ADDITIVE SCOPE ITEMS

The Design-Build Team shall provide separate lump sum pricing for each Optional Scope Item identified below. The Department reserves the right to enter into a supplemental agreement to select any one option, combination of options, or none of the options at its sole discretion. A total of three forms shall be submitted with the proposal.

The Design-Build Team shall provide separate lump sum prices for the three additive scope items following the Itemized Proposal Sheet:

1. Remove and replace the existing bridge sidewalk with the maximum width that can be accommodated in accordance with the applicable design criteria.

2. Widen and overlay the existing bridge sidewalk to the maximum width that can be accommodated in accordance with the applicable design criteria while maintaining a uniform appearance and existing sidewalk finish grades.

3. Design, acquire right-of-way, permit, and construct a new location multi-use path.

The lump sum prices for these additive scope items will not be included in the Total Lump Sum Price Bid and will not be considered in determining the proposer with the lowest price.

Following contract award, the Department will review the additive scope items and reserves the sole right to accept or reject any option. Notice of the Department's intent to proceed with any additive scope item will be provided to the successful bidder within 90 calendar days of contract award. Any accepted additive scope item will be incorporated by supplemental agreement for the amount submitted in the proposal. No additional contract time will be granted for acceptance of any additive scope item.

REQUIRED PROVISION FOR USDOT DISCRETIONARY GRANTS

The Contractor is hereby notified that this project will be partially financed with USDOT discretionary grant funds. The Contractor shall assure that all subcontracts, and other contracts for services for a USDOT discretionary funded project shall also have this Project Special Provision in their contracts. As such, the Department may require the Contractor to provide reports, and other information as evidence to document the progress and expenditures on the

project on a monthly, quarterly and / or yearly basis. No direct payment will be made for providing any reports required by a USDOT Discretionary Grant.

MOBILIZATION

(1-16-24) DB1 G15B

Revise the *Standard Specifications* 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

Five 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 50 percent of the lump sum amount calculated for Mobilization. The remaining 50 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.

SUBMITTAL OF QUANTITIES, FUEL BASE INDEX PRICE AND OPT-OUT OPTION

(9-19-22) DB1 G43

(A) Submittal of Quantities

Submit quantities on the *Fuel Usage Factor Chart and Estimate of Quantities* sheet, located in the back of this RFP, following the Itemized Proposal Sheet.

The Design-Build Team shall prepare an Estimate of Quantities that will be incorporating into the completed project and upon which the Price Proposal was based. The quantity breakdown shall include all items of work that appear in the *Fuel Usage Factor Chart and Estimate of Quantities* sheet. Only those items of work which are specifically noted in the *Fuel Usage Factor Chart and Estimate of Quantities* sheet will be subject to fuel price adjustments. The quantity estimate submitted shall be the final total quantity limit for which fuel price adjustments will be made for each item, regardless of Supplemental Agreements.

Submittal - The submittal shall be delivered at the same time and location as the Price Proposal. The Fuel Usage Factor Chart and Estimate of Quantities sheet shall be attached to the electronic bid file.

Trade Secret - Information submitted on the *Fuel Usage Factor Chart and Estimate of Quantities* sheet will be considered "Trade Secret" in accordance with the requirements of G.S. 66-152(3) until such time as the Price Proposal is opened.

(B) Base Index Price

The Design-Build Team's Estimate of Quantities will be used on the various partial payment estimates to determine fuel price adjustments. The Design-Build Team shall submit a payment request for quantities of work completed based on the work completed for that estimate period. The quantities requested for partial payment shall be reflective of the work actually accomplished for the specified period. The Design-Build Team shall certify that the quantities are reasonable for the specified period. The base index price for DIESEL #2 FUEL is **$ XXXX** per gallon.

(C) Opt Out of Fuel Price Adjustment

If the Design-Build Team elects not to pursue reimbursement for Fuel Price Adjustments, a quantity of zero shall be entered for all quantities in the *Fuel Usage Factor Chart and Estimate of Quantities* sheet and the declination box shall be checked. Failure to complete this form will mean that the Design-Build Team is declining the Fuel Price Adjustments for this project.

(D) Change Option

The proposer will not be permitted to change the option after the copy of the *Fuel Usage Factor Chart and Estimate of Quantities* sheet is submitted.

(E) Fuel Usage Factor for Asphalt Line Items

If the Design-Build Team elects to pursue reimbursement for Fuel Price Adjustments, the Design-Build Team shall select either the 0.90 **or** 2.90 Fuel Usage Factor for each individual asphalt line item by marking the appropriate Factor on the *Fuel Usage Factor Chart*. If the Design-Build Team does not mark either Fuel Usage Factor or marks both Fuel Usage Factors for an asphalt line item, the 2.90 Fuel Usage Factor shall be used for that asphalt line item.

(F) Failure to Submit

Failure to submit the completed *Fuel Usage Factor Chart and Estimate of Quantities* sheet will result in the Price Proposal being considered irregular by the Department and the Price Proposal may be rejected

(G) **Total Construction Cost Amount**

Submit the total construction cost amount on all *Fuel Usage Factor Chart and Estimate of Quantities* sheet submittals regardless of opting to pursue or not pursue reimbursement for Fuel Price Adjustments on this project. This value will be used to calculate compliance with the DBE or MBE/WBE project goals.

STEEL PRICE ADJUSTMENT

(12-20-22) DB1 G47

Description and Purpose

When the price of raw steel mill products utilized on the contract have fluctuated, steel price adjustments will be made to the payments due the Design-Build Team for selected eligible items, as defined herein, that are permanently incorporated into the work. The Department will adjust monthly progress payments up or down, as appropriate, for cost changes in steel according to this provision.

Eligible Items

The list of standard items the Department has determine are eligible for steel price adjustment can be found on the Departments website at the following address:

https://connect.ncdot.gov/letting/Pages/Central-Letting-Resources.aspx

Nuts, bolts, anchor bolts, rebar chairs, connecting bands and other miscellaneous hardware associated with these items shall not be included in the price adjustment.

Price adjustments shall only be made for fluctuations in the material cost of the steel used in the above products as specified in the Product Relationship Table below. The producing mill shall be defined as the source of steel product before any fabrication has occurred (e.g., coil, plate, rebar, hot rolled shapes, etc.). No adjustment will be made for changes in the cost of fabrication, coating, shipping, storage, etc.

A steel price adjustment shall not be made for any products manufactured from steel having an adjustment date, as defined by the Product Relationship Table below, prior to the Price Proposal Opening date.

Price Proposal Submittal Requirements

The Design-Build Team shall provide Form SPA-1DB listing the steel material, (with corresponding Trns*port Item Number, Item Description, and Category) for the steel products they wish to have a price adjustment calculated. Only the work items corresponding to the list of eligible item numbers for steel price adjustment may be entered on Form SPA-1DB. The Design-Build Team may choose to have steel price adjustment applied to any, all, or none of the eligible items. However, the Design-Build Team's selection of work items for steel price adjustment or non-selection (non-participation) shall not change once the Department has received Form SPA-1DB.

Work items the Design-Build Team chooses for steel price adjustment must be designated by writing the word "Yes" in the column titled "Option" by each Trns*port Pay Item chosen for price adjustment. The Design-Build Team's designations on Form SPA-1DB shall be written in ink or typed. The completed SPA-1DB shall be signed and dated by an officer of the Design-Build Team to be considered complete. Items not properly designated, designated with "No", or

left blank on the Design-Build Team's Form SPA-1DB shall automatically be removed from consideration for a price adjustment.

The Design-Build Team shall include the completed Form SPA-1DB in the sealed package containing the Price Proposal and deliver the completed Form SPA-1DB at the same time and location as the Price Proposal requirements found elsewhere in this RFP. If the Design-Build Team fails to return the completed Form SPA-1DB with the Price Proposal, no steel items will be eligible for price adjustments on this project.

Form SPA-1DB can be found on the Department's website below:

https://connect.ncdot.gov/letting/LetCentral/Form%20SPA-1%20DB%202022-7-26.xlsm

Establishing the Base Price

The Department will use a blend of monthly average prices as reported from the Fastmarkets platform to calculate the monthly adjustment indices (BI and MI). This data is typically available on the first day of the month for the preceding month. The Department will calculate the indices for the different categories found on the Product Relationship Table below. For work item numbers that include multiple types of steel products, the category listed for that Trns*port item number shall be used for adjusting each steel component.

CATEGORY STEEL ITEMS PRICE TO BE INCLUDED IN THE FINAL RFP

The bidding index for Category 1 Steel items shall be **$ [Dollars]** per hundredweight.
The bidding index for Category 2 Steel items shall be **$ [Dollars]** per hundredweight.
The bidding index for Category 3 Steel items shall be **$ [Dollars]** per hundredweight.
The bidding index for Category 4 Steel items shall be **$ [Dollars]** per hundredweight.
The bidding index for Category 5 Steel items shall be **$ [Dollars]** per hundredweight.
The bidding index for Category 6 Steel items shall be **$ [Dollars]** per hundredweight.
The bidding index for Category 7 Steel items shall be **$ [Dollars]** per hundredweight.

The bidding indices represent a selling price of steel based on Fastmarkets data for the month of **[Month] _____ [Year] _____**.

MI = Monthly Index - in Dollars ($) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

BI = Bidding Index - in Dollars ($) per hundredweight (CWT). Use the adjustment indices as listed in the Final Request for Proposals, including all Addenda.

Product Relationship Table			
Steel Product (Title)	**BI, MI***	**Adjustment Date for MI**	**Category**
Reinforcing Steel, Bridge Deck and SIP Forms	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	1
Structural Steel and Encasement Pipe	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	2
Steel H-Piles and Soldier Pile Walls	Based on one or more Fastmarkets indices	Delivery Date from Producing Mill	3
Guardrail Items and Pipe Piles	Based on one or more Fastmarkets indices	Material Received Date**	4
Fence Items	Based on one or more Fastmarkets indices	Material Received Date**	5
Overhead Sign Assembly, Signal Poles and High Mount Standards	Based on one or more Fastmarkets indices	Material Received Date**	6
Prestressed Concrete Members	Based on one or more Fastmarkets indices	Cast Date of Member	7
* BI and MI are in converted units of Dollars per Hundredweight ($ / CWT)			
** Material Received Date shall be defined as the date the materials are received on the project site. If a material prepayment is made for a Category 4 - 6 item, the Adjustment Date to be used shall be the date of the prepayment request instead of the Materials Received Date.			

Submit documentation to the Engineer for all items listed in the contract for which the Design-Build Team is requesting a steel price adjustment.

Submittal Requirements

Immediately upon arrival at the fabricator, the items in categories 1, 2 and 3, shall be specifically stored, labeled, or tagged, recognizable by color marking, and identifiable by Project for inspection and audit verification.

Furnish the following documentation for all steel products to be incorporated into the work and documented on Form SPA-2. Submit all documentation to the Engineer prior to incorporation of the steel into the completed work. The Department will withhold progress payments for the affected contract line item(s) if the documentation is not provided and, at the discretion of the Engineer, the work is allowed to proceed. Progress payments will be made upon receipt of the delinquent documentation.

Form SPA-2 can be found on the following website:

https://connect.ncdot.gov/projects/construction/Construction%20Forms/Form%20SPA-2.xlsx

Step 1 (Form SPA -2)

Utilizing Form SPA-2, submit separate documentation packages for each work item from Form SPA-1DB for which the Design-Build Team opted for a steel price adjustment. For work items with multiple steel components, each component shall be listed separately. Label each SPA-2 documentation package with a unique number as described below:

a. Documentation package number: (Insert the work item) - (Insert sequential package number beginning with "1")

   Example: 412 - 1
   412 - 2
   424 - 1
   424 - 2
   424 - 3, etc.

b. The steel product quantity in pounds

   i. The following sources shall be used, in declining order of precedence, to determine the weight of steel / iron, based on the Engineer's decision:

      1. Approved Shop Drawings
      2. Verified Shipping Documents
      3. Released for Construction (RFC) Plans
      4. Standard Drawing Sheets
      5. Industry Standards (e.g., AISC Manual of Steel Construction AWWA Standards, etc.)
      6. Manufacture's data

   ii. Any item requiring approved shop drawings shall have the weights of steel calculated and shown on the shop drawings or submitted and certified separately by the fabricator.

c. The date the steel product, subject to price adjustment, was shipped from the producing mill (Categories 1 - 3), received on the project (Categories 4 - 6), or casting date (Category 7).

Step 2 (Monthly Calculator Spreadsheet)

For each month, upon the incorporation of the steel product into the work, provide the Engineer the following:

1) Completed NCDOT Steel Price Adjustment Calculator Spreadsheet, summarizing all the steel submittal packages (Form SPA-2) actually incorporated into the completed work in the given month.

    a. Contract Number
    b. Bidding Index Reference Month
    c. Contract Completion Date or Revised Contract Completion Date
    d. County, Route and Project TIP information
    e. Work Item Number from Table of Quantities
    f. Line-Item Description (corresponding Trns*port pay item)
    g. Submittal Number from Form SPA-2
    h. Adjustment Date
    i. Pounds of Steel

2) An affidavit signed by the Design-Build Team stating the documentation provided in the NCDOT Steel Price Adjustment Calculator Spreadsheet is true and accurate.

Price Adjustment Conditions

Download the Monthly Steel Adjustment Spreadsheet with the most current reference data from the Department's website each month. The Steel Price Adjustment Calculator Spreadsheet can be found on the following website:

https://connect.ncdot.gov/projects/construction/Pages/Construction-Resources.aspx

If the monthly Fastmarkets data is not available, the data for the most recent immediately preceding month shall be used as the basis for price adjustment.

Price Adjustment Calculations

The price adjustment shall be determined by comparing the percentage of change in index value listed in the Final Request for Proposals, including all Addenda, (BI) to the monthly index value (MI) (Reference the examples below). Weights and date of shipment shall be documented as required herein. The final price adjustment dollar value will be determined by multiplying this percentage increase or decrease in the index by the represented quantity of steel incorporated into the work, and the established bidding index (BI) subject to the limitations herein.

Price increase / decrease shall be computed as follows:

$$SPA = ((MI/BI) - 1) * BI * (Q / 100)$$

Where:

SPA = Steel price adjustment in dollars

MI = Monthly Shipping Index - in Dollars ($) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

BI = Bidding Index - in Dollars ($) per hundredweight (CWT). Use the adjustment indices as listed in the Final Request for Proposals, including all Addenda.

Q = Quantity of steel, product, pounds actually incorporated into the work as documented by the Design-Build Team and verified by the Engineer.

Calculations for price adjustment shall be shown separate from the monthly progress estimate and shall not be included in the total cost of work for determination of progress or for extension of contract time in accordance with Subarticle 108-10(B)(1) in Division One found elsewhere in this RFP.

Any apparent attempt to unbalance bids in favor of items subject to price adjustment, in the Department's sole discretion, may result in rejection of the Price Proposal.

Adjustments shall only be paid or charged to the Design-Build Team. Any Design-Build Team receiving a price adjustment under this provision shall distribute the proper proportional part of such adjustments to the subcontractor who performed the applicable work.

Delays to the work caused by steel shortages may be justification for a contract time extension, but will not constitute grounds for claims for standby equipment, extended office overhead, or other costs associated with such delays.

Price adjustments of eligible work items shall be adjusted up or down to a maximum of 50% from the Bid Index (BI) when compared to the Monthly Index (MI) of the steel product adjustment date.

If the decrease in the steel material exceeds 50% of the BI, the Design-Build Team may submit to the Department additional market index information specific to the work item in question to dispute the decrease. The Department will review this information and determine if the decrease is warranted.

When the steel product adjustment date, as defined in the Product Relationship Table, is after the approved contract completion date, the steel price adjustments shall be based on the lesser value of either the MI for the month of the approved contract completion date or the MI for the actual adjustment date.

If the price adjustment is based on estimated material quantities for that time, and a revision to the total material quantity is made in a subsequent or final estimate, an appropriate adjustment will shall be made to the price adjustment previously calculated. The adjustment shall be based on the same indices used to calculate the price adjustment which is being revised. If the

adjustment date of the revised material quantity cannot be determined, the adjustment for the quantity in question, shall be based on the indices utilized to calculate the steel price adjustment for the last initial documentation package submission, for the steel product subject to price adjustment, that was incorporated into the particular work item, for which quantities are being finalized.

Example: Structural steel for a particular bridge was provided for in three different shipments with each having a different mill shipping date. The quantity of structural steel actually used for the bridge was calculated and a steel price adjustment was made in a progress payment. At the conclusion of the work an error was found in the plans of the final quantity of structural steel used for the bridge. The quantity to be adjusted cannot be directly related to any one of the three mill shipping dates. The steel price adjustment for the quantity in question shall be calculated using the indices that were utilized to calculate the steel price adjustment for the quantity of structural steel represented by the last initial structural steel documentation package submission. The package used shall be the one with the greatest sequential number.

Extra Work / Force Account

When steel products, as specified herein, are added to the contract as extra work, in accordance with the provisions of Article 104-7 or 104-8, the Engineer will determine and specify in the supplemental agreement, the application of steel price adjustments on a case-by-case basis. A steel price adjustment shall not be made for any products manufactured from steel having an adjustment date prior to the supplemental agreement execution date. Price adjustments shall be made as provided herein, except the Bidding Index shall be based on the month in which the supplemental agreement pricing was executed.

For work performed on force account basis, reimbursement of actual material costs, along with the specified overhead and profit markup, shall be considered to include full compensation for the current cost of steel and steel price adjustments shall not be made.

Example: Form SPA-2

Steel Price Adjustment Submission Form

Contract Number C203394 Bid Reference Month January 2019

Submittal Date 8/31/2019

Work Item from the Table of Quantities 237

Work Item Description APPROX….LBS Structural Steel

Sequential Submittal Number 2

Supplier	Description of material	Location information	Quantity in lbs.	Adjustment Date
XYZ mill	Structural Steel	Structure 3, Spans A - C	1,200,000	May 4, 2020
ABC distributing	Various channel and angle shapes	Structure 3 Spans A - C	35,000	July 14, 2020
		Total Pounds of Steel	1,235,000	

Note: Attach the following supporting documentation to this form:

- Bill of Lading to support the shipping date(s)
- Supporting information for weight documentation (e.g., Pay item reference, shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name _____

Signature _____

Example: Form SPA-2

Steel Price Adjustment Submission Form

Contract Number C203394 Bid Reference Month January 2019

Submittal Date August 31, 2019

Work Item from the Table of Quantities 158

Work Item Description SUPPORT, OVRHD SIGN STR -DFEB- STA 36+00 -L-

Sequential Submittal Number 2

Supplier	Description of material	Location information	Quantity in lbs.	Adjustment Date
XYZ mill	Tubular Steel (Vertical legs)	-DFEB- STA 36+00 -L-	12,000	December 11, 2021
PDQ Mill	4" Tubular steel (Horizontal legs)	-DFEB- STA 36+00 -L-	5,900	December 11, 2021
ABC distributing	Various channel and angle shapes (see quote)	-DFEB- STA 36+00 -L-	1,300	December 11, 2021
	Catwalk assembly	-DFEB- STA 36+00 -L-	2,000	December 11, 2021
Nucor	Flat plate	-DFEB- STA 36+00 -L-	650	December 11, 2021
		Total Pounds of Steel	21,850	

Note: Attach the following supporting documentation to this form.

- Bill of Lading to support the shipping date(s)
- Supporting information for weight documentation (e.g., Pay item reference, shop drawings, shipping documents, Standards Sheets, industry standards, or manufacturer's data)

By providing this data under my signature, I attest to the accuracy of and validity of the data on this form and certify that no deliberate misrepresentation in any manner has occurred.

Printed Name Signature

_____ _____

Example: Price Adjustment Calculation - Increase

Price Proposal opened on September 17, 2019

Work Item 635 "Structural Steel" has a Released for Construction plan quantity of 2,717,000 pounds

Bidding Index for Structural Steel (Category 2) in the Final Request for Proposals, including all Addenda, was $36.12 / CWT = BI

450,000 pounds of Structural Steel for Structure 2 at Station 44+08.60 -L- were shipped to fabricator from the producing mill in same month, May 2021.

Monthly Index for Structural Steel (Category 2) for May 2021 was $64.89 / CWT = MI

The Steel Price Adjustment formula shall be as follows:

SPA = ((MI/ BI) - 1) * BI * (Q / 100)

Where: SPA = Steel price adjustment in dollars

BI = Bidding Index - in dollars ($) per hundredweight (CWT). Use the adjustment indices as listed in the Final Request for Proposals, including all Addenda.

MI = Mill Shipping Index - in dollars ($) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Design Build Team and verified by the Engineer.

BI = $36.12 / CWT

MI = $64.89 / CWT

% change = ((MI/ BI) - 1) = ($64.89 / $36.12 - 1) = (1.79651 - 1) = 0.79651162791

Q = 450,000 pounds

SPA = 0.79651162791 * $36.12 x (450,000 / 100)

SPA = 0.79651162791 * $36.12 * 4,500

SPA = $129,465 pay adjustment to the Design-Build Team for Structural Steel (Structure 2 at Station 44+08.60 -L-)

Example: Price Adjustment Calculation - Decrease

Price Proposal opened on December 18, 2018

Work Item 635 Structural Steel has a Released for Construction plan quantity of 2,717,000 pounds

Bidding Index for Structural Steel (Category 2) in the Final Request for Proposals, including all Addenda, was $46.72 / CWT = BI

600,000 pounds of Structural Steel for Structure 1 at Station 22+57.68 -Y- were shipped to fabricator from the producing mill in same month, August 2020.

Monthly Index for Structural Steel (Category 2) for August 2020 was $27.03 / CWT = MI

The Steel Price Adjustment formula shall be as follows:

SPA = ((MI/ BI) - 1) * BI * (Q / 100)

Where: SPA = Steel price adjustment in dollars

BI = Bidding Index - in dollars ($) per hundredweight (CWT). Use the adjustment indices as listed in the Final Request for Proposals, including all Addenda.

MI = Mill Shipping Index - in dollars ($) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Design Build Team and verified by the Engineer.

BI = $46.72 / CWT

MI = $27.03 / CWT

% change = ((MI / BI) - 1) = ($27.03 / $46.72 - 1) = (0.57855 - 1) = -0.421446917808

Q = 600,000 pounds

SPA = -0.421446917808 * $46.72 * (600,000 / 100)

SPA = -0.421446917808 * $46.72 * 6,000

SPA = $118,140.00 pay adjustment (credit) to the Department for Structural Steel (Structure 1 at Station 22+57.68 -Y-)

Example - Price Adjustment Calculation - Increase

Price Proposal opened on July 16, 2020

Work Item 614 Reinforced Concrete Deck Slab has a Released for Construction plan quantity of 24,1974 pounds.

Bidding Index Reference Month was May 2020. Bidding Index for Reinforced Concrete Deck Slab (Category 1) in the proposal was $29.21 / CWT = BI

51,621 pounds of reinforcing steel and 52,311 pounds of epoxy coated reinforcing steel for Structure 2 at Station 107+45.55 -L- was shipped to fabricator from the producing mill in same month, May 2021.

Monthly Index for Reinforced Concrete Deck Slab (Category 1) for May 2021 was $43.13 / CWT = MI

The Steel Price Adjustment formula shall be as follows:

SPA = ((MI/ BI) - 1) * BI * (Q / 100)

BI = Bidding Index - in dollars ($) per hundredweight (CWT). Use the adjustment indices as listed in the Final Request for Proposals, including all Addenda.

MI = Mill Shipping Index - in dollars ($) per hundredweight (CWT). Use the adjustment indices from the month the steel was shipped from the producing mill, received on the project, or member cast as defined in the Product Relationship Table.

Q = Quantity of steel product, in pounds (lbs.) actually incorporated into the work as documented by the Design Build Team and verified by the Engineer.

BI = $29.21 / CWT

MI = $43.13 / CWT

% change = ((MI / BI) - 1) = ($43.13 / $29.21 - 1) = (1.47655 - 1) = 0.47654912701

Q = 103,932 pounds

SPA = 0. 47654912701 * $29.21 * (103,932 / 100)

SPA = 0. 47654912701 * $29.21 * 1,039.32

SPA = $14,467.33 pay adjustment to the Design-Build Team for Reinforced Concrete Deck Slab (Category 1) at Station 107+45.55 -L-

EXECUTION OF BID, NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION

(1-24-13) DB1 G52

The Proposer's attention is directed to the various sheets in the Request for Proposals which are to be signed by the Proposer. A list of these sheets is shown below. The signature sheets are located behind the Itemized Proposal Sheet in this Request for Proposal. The NCDOT bid bond form is available on-line at:

https://connect.ncdot.gov/letting/Pages/Design-Build-Resources.aspx

or by contacting the Records and Documents office at 919-707-6900.

1. Applicable Signature Sheets: 1, 2, 3, 4, 5, or 6 (Bid)

2. Bid Bond dated the day of the Price Proposal submission

The Proposer shall certify to the best of his knowledge all subcontractors, material suppliers and vendors utilized herein current status concerning suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, in accordance with the "Debarment Certification" located behind the *Execution of Bid Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification* signature sheets in this RFP. Execution of the bid signature sheets in conjunction with any applicable statements concerning exceptions, when such statements have been made on the "Debarment Certification", constitutes the Proposer's certification of "status" under penalty of perjury under the laws of the United States.

SUBMISSION OF DESIGN-BUILD PROPOSAL

(9-1-11) (Rev. 1-16-24) DB1 G55A

The Proposer's attention is directed that each Proposer's Design-Build Proposal shall comply with the following requirements in order for that Design-Build Proposal to be responsive and considered for award.

1. The Proposer shall be prequalified with the Department prior to submitting a Price Proposal.

2. The Proposer shall deliver the Design-Build Proposal to the place indicated, and prior to the times indicated in this Request for Proposals.

3. The Price Proposal documents shall be signed by an authorized employee of the Proposer.

4. The Price Proposal shall be accompanied by Bid surety in the form of a Bid Bond or Bid Deposit, dated the day of the Price Proposal submission.

5. If Disadvantaged Business Enterprises (DBE) goals are established for this contract, the Proposer shall complete the form Listing of DBE Subcontractors contained elsewhere in this RFP in accordance with the *Disadvantaged Business Enterprises* Project Special Provision found elsewhere in this RFP.

6. The Design-Build Proposal shall address all the requirements as specified in this Request for Proposals.

In addition to the above requirements, failure to comply with any of the requirements of Article 102-8 of the Standard Special Provisions, Division One (found elsewhere in this RFP), Article 102-9 of the *Standard Specifications,* or Article 102-10 of the *Standard Specifications* and as amended in the Standard Special Provisions, Division One (found elsewhere in this RFP) may result in a Design-Build Proposal being rejected.

PAYOUT SCHEDULE

(02-9-23)(Revised 1-16-24) DB1 G57

No later than 12:00 o'clock noon on the 14th day after the Price Proposal opening, 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 Anticipated Monthly Payout Schedule shall be submitted as a hard copy version and as an electronic version in Excel Spreadsheet. Both versions of the Anticipated Monthly Payout Schedule 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 include a monthly percentage breakdown (in terms of the total contract amount percentages) of the work anticipated to be completed. The Anticipated Monthly Payout Schedule shall begin with the Date of Availability and end with the Final Completion Date. If the Anticipated Monthly Payout Schedule is not submitted as stated herein, the Price Proposal will be considered irregular by the Department, and the bid may be rejected.

As detailed above, the Design-Build Team shall submit electronic and hard copy updates of the Anticipated Monthly Payout Schedule on March 15th, June 15th, September 15th, and December 15th of each calendar year until project acceptance. The Design-Build Team shall submit all updates to the Resident Engineer, with copies to the State Construction Engineer at 1 South Wilmington Street, 1543 Mail Service Center, Raleigh, NC 27699-1543.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS

(7-15-08) (Rev. 6-17-25) 108-2 DB1 G58

The Design-Build Team's attention is directed to the *Availability of Funds - Termination of Contracts* Standard Special Provision found elsewhere in this RFP. The Department of Transportation's schedule of estimated completion progress for this project, as required by that Standard Special Provision, shall be as follows:

Fiscal Year	Progress (% of Dollar Value)
2027 (07/01/26 - 06/30/27)	__ % of Total Amount Bid
2028 (07/01/27 - 06/30/28)	__ % of Total Amount Bid
2029 (07/01/28 - 06/30/29)	__ % of Total Amount Bid

In accordance with Article 108-2 of the *Standard Specifications,* the Design-Build Team shall also furnish its own progress schedule. Any acceleration of the progress as shown by the Design-Build Team's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE

(10-16-07) (Rev. 10-8-25) 102-15(J) SP1 G61 DB1 G061

Description

The purpose of this special provision is to carry out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with Federal funds. This provision is guided by 49 CFR Part 26.

Definitions

Additional DBE Subcontractors - Any DBE submitted at the time the Price Proposal is submitted that will not be used to meet the DBE goal. No submittal of a Letter of Intent is required.

Committed DBE Subcontractor - Any DBE submitted at the time the Price Proposal is submitted that is being used to meet the DBE goal by submission of a Letter of Intent. Or any DBE used as a replacement for a previously committed DBE firm.

Contract Goal Requirement - The approved DBE participation at time of award, but not greater than the advertised contract goal.

DBE Goal - A portion of the total contract, expressed as a percentage, that is to be performed by committed DBE subcontractor(s).

Disadvantaged Business Enterprise (DBE) - A firm certified as a Disadvantaged Business Enterprise through the North Carolina Unified Certification Program.

Goal Confirmation Letter - Written documentation from the Department to the Proposer confirming the Design-Build Team's approved, committed DBE participation along with a listing of the committed DBE firms.

Manufacturer - A firm that operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Design-Build Team.

Regular Dealer - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are

bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

Replacement / Substitution - A full or partial reduction in the amount of work subcontracted to a committed (or an approved substitute) DBE firm.

North Carolina Unified Certification Program (NCUCP) - A program that provides comprehensive services and information to applicants for DBE certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients of USDOT funds in the state and not limited to the Department of Transportation only. The Certification Program is in accordance with 49 CFR Part 26.

United States Department of Transportation (USDOT) - Federal agency responsible for issuing regulations (49 CFR Part 26) and official guidance for the DBE program.

Forms and Websites Referenced in this Provision

DBE Payment Tracking System - On-line system in which the Design-Build Team enters the payments made to DBE subcontractors who have performed work on the project.

https://apps.dot.state.nc.us/Vendor/PaymentTracking/

DBE-IS *Subcontractor Payment Information* - Form for reporting the payments made to all DBE firms working on the project.

https://connect.ncdot.gov/business/Turnpike/Documents/Form%20DBE-IS%20Subcontractor%20Payment%20Information.pdf

RF-1 *DBE Replacement Request Form* - Form for replacing a committed DBE.

https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Form%20and%20Instructions.pdf

SAF *Subcontract Approval Form* - Form required for approval to sublet the contract.

https://connect.ncdot.gov/projects/construction/Construction%20Forms/SAF%20Form%20-%20Subcontract%20Approval%20Form%20Revised%2004-19.xlsm

JC-1 *Joint Check Notification Form* - Form and procedures for joint check notification. The form acts as a written joint check agreement among the parties providing full and prompt disclosure of the expected use of joint checks.

http://connect.ncdot.gov/projects/construction/Construction%20Forms/Joint%20Check%20Notification%20Form.pdf

Letter of Intent - Form signed by the Contractor and the DBE subcontractor, manufacturer or regular dealer that affirms that a portion of said contract is going to be performed by the signed DBE for the estimated amount (based on quantities and unit prices) listed at the time the Price Proposal is submitted.

http://connect.ncdot.gov/letting/LetCentral/Letter%20of%20Intent%20to%20Perform%20as%20a%20Subcontractor.pdf

Listing of DBE Subcontractors Form - Form for entering DBE subcontractors on a project that will meet this DBE goal contained elsewhere in this RFP.

http://connect.ncdot.gov/municipalities/Bid%20Proposals%20for%20LGA%20Content/08%20DBE%20Subcontractors%20(Federal).docx

Subcontractor Quote Comparison Sheet - Spreadsheet for showing all subcontractor quotes in the work areas where DBEs quoted on the project. This sheet is submitted with good faith effort packages.

http://connect.ncdot.gov/business/SmallBusiness/Documents/DBE%20Subcontractor%20Quote%20Comparison%20Example.xls

DBE Goal

There is NO goal for participation by Disadvantaged Business Enterprises for this contract.

The following DBE goal for participation by Disadvantaged Business Enterprises is established for this contract:

Disadvantaged Business Enterprises

(A) *If the DBE goal is more than zero*, the Design-Build Team shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.

(B) *If the DBE goal is zero*, the Design-Build Team shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to the Department.

Directory of Transportation Firms (Directory)

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified

in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link.

https://www.ebs.nc.gov/VendorDirectory/default.html

The listing of an individual firm in the directory shall not be construed as an endorsement of the firm's capability to perform certain work.

Listing of DBE Subcontractors

At the time the Price Proposal is submitted, Proposers shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time the Price Proposal is submitted will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of Price Proposal opening will be acceptable for listing in the Proposer's submittal of DBE participation. The Design-Build Team shall indicate the following required information:

(1) *If the DBE goal is more than zero,*

(a) Proposers, at the time the Price Proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the Price Proposal to be considered responsive. Proposers shall indicate the total dollar value of the DBE participation for the contract.

(b) If Proposers have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation**. Price Proposals submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of the Price Proposals. The Department will not consider these Price Proposals for award and the proposal will be rejected.

(c) The Proposer shall be responsible for ensuring that the DBE is certified at the time the Price Proposal is submitted by checking the Directory of Transportation Firms. If the firm is not certified at the time of the opening of the Price Proposals, that DBE's participation will not count towards achieving the corresponding goal.

(2) *If the DBE goal is zero*, entries on the *Listing of DBE Subcontractors* are not required for the zero goal, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in this special provision.

DBE Prime Contractor

When a certified DBE firm proposes on a contract that contains a DBE goal, the DBE firm is responsible for meeting the goal or making good faith efforts to meet the goal, just like any other proposer. In most cases, a DBE proposer on a contract will meet the DBE goal by virtue of the work it performs on the contract with its own forces. However, all the work that is performed by the DBE proposer and any other DBE subcontractors will count toward the DBE goal. The DBE proposer shall list itself along with any DBE subcontractors, if any, in order to receive credit toward the DBE goal.

For example, if the DBE goal is 45.0% and the DBE proposer will only perform 40.0% of the contract work, the prime will list itself at 40.0%, and the additional 5.0% shall be obtained through additional DBE participation with DBE subcontractors or documented through a good faith effort.

DBE Prime Contractors shall also follow Sections A and B listed under *Listing of DBE Subcontractor* just as a non-DBE proposer would.

Written Documentation - Letter of Intent

The Proposer shall submit written documentation for each DBE that will be used to meet the DBE goal of the contract, indicating the Proposer's commitment to use the DBE in the contract. This documentation shall be submitted on the Department's form titled *Letter of Intent*.

The documentation shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. on the sixth calendar day following opening of Price Proposals, unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

If the Proposer fails to submit the Letter of Intent from each committed DBE to be used toward the DBE goal, or if the form is incomplete (e.g., both signatures are not present), the DBE participation will not count toward meeting the DBE goal. If the lack of this participation drops the commitment below the DBE goal, the Design-Build Team shall submit evidence of good faith efforts, completed in its entirety, to the State Contractor Utilization Engineer or DBE@ncdot.gov no later than 10:00 a.m. on the eighth calendar day following opening of the Price Proposals, unless the eighth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day.

Submission of Good Faith Effort

If the Proposer fails to meet or exceed the DBE goal the Proposer with the apparent adjusted low price shall submit to the Department documentation of adequate good faith efforts made to reach the DBE goal.

A hard copy and an electronic copy of this information shall be received in the office of the State Contractor Utilization Engineer or at DBE@ncdot.gov no later than 10:00 a.m. on the sixth calendar day following opening of the Price Proposals unless the sixth day falls on an official state holiday. In that situation, it is due in the office of the State Contractor Utilization Engineer no later than 10:00 a.m. on the next official state business day. If the Design-Build Team cannot send the information electronically, then one complete set and five copies of this information shall be received under the same time constraints above.

Note: Where the information submitted includes repetitious solicitation letters, it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

Consideration of Good Faith Effort for Projects with DBE Goals More Than Zero

Adequate good faith efforts mean that the Proposer took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the Proposer actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

The Department will consider the quality, quantity, and intensity of the different kinds of efforts a Proposer has made. Listed below are examples of the types of actions a proposer will take in making a good faith effort to meet the goal and are not intended to be exclusive or exhaustive, nor is it intended to be a mandatory checklist.

(A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The Proposer must solicit this interest within at least ten days prior to the opening of the Price Proposals to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The Proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

(B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.

(1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the Prime Contractor might otherwise prefer to perform these work items with its own forces.

(2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2nd and 3rd tier subcontractors).

(C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

(D) (1) Negotiating in good faith with interested DBEs. It is the Proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a Prime Contractor to perform the work of a contract with its own organization does not relieve the Proposer of the responsibility to make good faith efforts. Proposing Design-Build Teams are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

(E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Proposer's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Proposer's efforts to meet the project goal.

(F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or proposer.

(G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

(H) Effectively using the services of available minority / women community organizations; minority / women contractors' groups; Federal, State, and local minority / women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within seven days from the Price Proposals opening the Business Opportunity and Work Force

Development Unit at BOWD@ncdot.gov to give notification of the Proposer's inability to get DBE quotes.

(I) Any other evidence that the Proposer submits which shows that the Proposer has made reasonable good faith efforts to meet the DBE goal.

In addition, the Department may take into account the following:

(1) Whether the Proposer's documentation reflects a clear and realistic plan for achieving the DBE goal.

(2) The Proposer's past performance in meeting the DBE goals.

(3) The performance of other proposers in meeting the DBE goal. For example, when the Proposer with the apparent adjusted low price fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the Proposer with the apparent adjusted low price could have met the goal. If the Proposer with the apparent adjusted low price fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other proposers, the Department may view this, in conjunction with other factors, as evidence of the Proposer with the apparent adjusted low price having made a good faith effort.

If the Department does not award the contract to the Proposer with the apparent adjusted low price, the Department reserves the right to award the contract to the Proposer with the next apparent adjusted low price that can satisfy the Department that the DBE goal can be met or that an adequate good faith effort has been made to meet the DBE goal.

Non-Good Faith Appeal

The State Prequalification Engineer will notify the Design-Build Team verbally and in writing of non-good faith. A Design-Build Team may appeal a determination of non-good faith made by the Goal Compliance Committee. If a Design-Build Team wishes to appeal the determination made by the Committee, they shall provide written notification to the State Prequalification Engineer or at DBE@ncdot.gov. The appeal shall be made within two business days of notification of the determination of non-good faith.

Counting DBE Participation Toward Meeting DBE Goal

(A) Participation

The total dollar value of the participation by a committed DBE will be counted toward the contract goal requirement. The total dollar value of participation by a committed DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Design-Build Team.

(B) Joint Checks

Prior notification of joint check use shall be required when counting DBE participation for services or purchases that involves the use of a joint check. Notification shall be through submission of Form JC-1 *(Joint Check Notification Form)* and the use of joint checks shall be in accordance with the Department's Joint Check Procedures.

(C) Subcontracts (Non-Trucking)

A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract goal requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract goal requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, it shall be presumed that the DBE is not performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.

(D) Joint Venture

When a DBE performs as a participant in a joint venture, the Design-Build Team may count toward its contract goal requirement a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.

(E) Suppliers

A Design-Build Team may count toward its DBE requirement 60.0 percent of its expenditures for materials and supplies required to complete the contract and obtained from a DBE regular dealer and 100.0 percent of such expenditures from a DBE manufacturer.

(F) Manufacturers and Regular Dealers

A Design-Build Team may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:

(1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

(2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

Commercially Useful Function

(A) DBE Utilization

The Design-Build Team may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function:

(1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.

(5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Design-Build Team will not count towards the DBE contract requirement.

(6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.

(7) Subcontracted / leased trucks shall clearly display on the dashboard the name of the DBE that they are subcontracted / leased to and their own company name if it is not identified on the truck itself. Magnetic door signs are not permitted.

DBE Replacement

When a Design-Build Team has relied on a commitment to a DBE subcontractor (or an approved substitute DBE subcontractor) to meet all or part of a contract goal requirement, the Design-Build Team shall not terminate the DBE for convenience. This includes, but is not limited to, instances in which the Design-Build Team seeks to perform the work of the terminated subcontractor with another DBE subcontractor, a non-DBE subcontractor, or with the Contractor's own forces or those of an affiliate.

The Design-Build Team must give notice in writing both by certified mail and e-mail to the DBE subcontractor, with a copy to the Engineer of its intent to request to terminate and / or substitute, and the reason for the request. The Design-Build Team must give the DBE subcontractor five (5) business days to respond to the Design-Build Team's notice of intent to request termination and / or substitution. If the DBE subcontractor objects to the intended termination / substitution, the DBE, within five (5) business days, must advise the Design-Build Team and the Department of the reasons why the action should not be approved. The five-day notice period shall begin on the next business day after written notice is provided to the DBE subcontractor.

A committed DBE subcontractor may only be terminated after receiving the Department's written approval based upon a finding of good cause for the proposed termination and / or substitution. For purposes of this section, good cause shall include the following circumstances:

(a) The listed DBE subcontractor fails or refuses to execute a written contract.

(b) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor.

(c) The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements.

(d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.

(e) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law.

(f) The listed DBE subcontractor is not a responsible contractor.

(g) The listed DBE voluntarily withdraws from the project and provides written notice of withdrawal.

(h) The listed DBE is ineligible to receive DBE credit for the type of work required.

(i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

(j) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor after contract award.

The Design-Build Team shall comply with the following for replacement of a committed DBE:

(A) Performance Related Replacement

When a committed DBE is terminated for good cause as stated above, an additional DBE that was submitted at the time the Price Proposal was submitted may be used to fulfill the DBE commitment. A good faith effort will only be required for removing a committed DBE if there were no additional DBEs submitted at the time the Price Proposal was submitted to cover the same amount of work as the DBE that was terminated.

If a replacement DBE is not found that can perform at least the same amount of work as the terminated DBE, the Design-Build Team shall submit a good faith effort documenting the steps taken. Such documentation shall include, but not be limited to, the following:

(1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.

(2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:

(a) The names, addresses, and telephone numbers of DBEs who were contacted.
(b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.

(3) A list of reasons why DBE quotes were not accepted.

(4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Design-Build Team.

(B) Decertification Replacement

(1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Design-Build Team to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.

(2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Design-Build Team shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (See A herein for required documentation).

(3) Exception: If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the Department will not require the Design-Build Team to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement and Department’s overall race-neutral goals.

All requests for replacement of a committed DBE firm shall be submitted to the Engineer for approval on Form RF-1 (DBE Replacement Request). If the Prime Contractor or any affiliated companies within the Design-Build Team fails to follow this procedure they may be disqualified from further bidding for a period of up to six months.

Changes in the Work

When the Engineer makes changes that result in the reduction or elimination of work to be performed by a committed DBE, the Design-Build Team will not be required to seek additional participation. When the Engineer makes changes that result in additional work to be performed by a DBE based upon the Design-Build Team's commitment, the DBE shall participate in additional work to the same extent as the DBE participated in the original contract work.

When the Engineer makes changes that result in extra work, which has more than a minimal impact on the contract amount, the Design-Build Team shall seek additional participation by DBEs unless otherwise approved by the Engineer.

When the Engineer makes changes that result in an alteration of plans or details of construction, and a portion or all of the work had been expected to be performed by a committed DBE, the Design-Build Team shall seek participation by DBEs unless otherwise approved by the Engineer.

When the Design-Build Team requests changes in the work that result in the reduction or elimination of work that the Design-Build Team committed to be performed by a DBE, the Design-Build Team shall seek additional participation by DBEs equal to the reduced DBE participation caused by the changes.

Reports and Documentation

A SAF (*Subcontract Approval Form*) shall be submitted for all work which is to be performed by a DBE subcontractor. The Department reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

When using transportation services to meet the contract commitment, the Design-Build Team shall submit a proposed trucking plan in addition to the SAF. The plan shall be submitted prior to beginning construction on the project. The plan shall include the names of all trucking firms proposed for use, their certification type(s), the number of trucks owned by the firm, as well as the individual truck identification numbers, and the line item(s) being performed.

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by the SAF as specified above, the Design-Build Team shall furnish the Engineer a copy of the agreement. The documentation shall also indicate the percentage (60.0% or 100.0%) of expenditures claimed for DBE credit.

Reporting Disadvantaged Business Enterprise Participation

The Design-Build Team shall provide the Engineer with an accounting of payments made to all DBE firms, including material suppliers and contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:

(A) Withholding of money due in the next partial pay estimate; or

(B) Removal of an approved Prime Contractor or other affiliated companies within the Design-Build Team from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

While each contractor (prime, subcontractor, 2nd tier subcontractor) is responsible for accurate accounting of payments to DBEs, it shall be the Prime Contractor's responsibility to report all monthly and final payment information in the correct reporting manner.

Failure on the part of the Design-Build Team to submit the required information in the time frame specified may result in the disqualification of that Prime Contractor and any affiliate companies within the Design-Build Team from further bidding until the required information is submitted.

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that Prime Contractor or any affiliate companies within the Design-Build Team from being approved for work on future NCDOT projects until the required information is submitted.

Design-Build Teams reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

At any time, the Engineer can request written verification of subcontractor payments.

The Design-Build Team shall report the accounting of payments through the Department's DBE Payment Tracking System.

Failure to Meet Contract Requirements

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the *Standard Specifications* may be cause to disqualify the Prime Contractor or any affiliated companies within the Design-Build Team from further bidding for a specified length of time.

CERTIFICATION FOR FEDERAL-AID CONTRACTS

(3-21-90) DB1 G85

The Proposer certifies, by signing and submitting a Design-Build Proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by *Section 1352, Title 31, U.S. Code*. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Proposer also agrees by submitting a Design-Build Proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

CONTRACTOR'S LICENSE REQUIREMENTS

(7-1-95) DB1 G88

If the Design-Build Team does not hold the proper license to perform any plumbing, heating, air conditioning, or electrical work in this contract, he shall sublet such work to a contractor properly licensed in accordance with Article 2 of Chapter 87 of the General Statutes (licensing of heating, plumbing, and air conditioning contractors) and Article 4 of Chapter 87 of the General Statutes (licensing of electrical contractors).

USE OF UNMANNED AIRCRAFT SYSTEM (UAS)

(1-16-24)(Rev. 8-19-25) DB1 G092

The Design-Build Team shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes but is not limited to US 14 CFR Part 107, NC GS 15A-300, all FAA rules, regulations and policies and all NCDOT UAS Policies. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, as well as operating a UAS registered with the FAA.

All UAS operations shall be approved by the Engineer prior to beginning the operations.

All Design-Build team members operating UAS shall have UAS specific general liability insurance to cover all operations under this contract.

The use of UAS shall be at the Design-Build Team’s discretion. Except as allowed otherwise below, no measurement or payment will be made for the use of UAS. In the event that the Department directs the Design-Build Team to utilize UAS, all costs associated with using UAS

will be paid for as extra work, in accordance with Subarticle 104-8(A) of the *Standard Specifications*.

U.S. DEPARTMENT OF TRANSPORTATION HOTLINE

(8-18-22) 108-5 DB1 G100

To report bid rigging activities call: **1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free hotline Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the hotline to report such activities.

The hotline is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse, and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

SUBSURFACE INFORMATION

(10-2-20) DB1 G112C

Available subsurface information will be provided on this project. The Design-Build Team shall be responsible for additional investigations and for verifying the accuracy of the subsurface information supplied by the Department.

COOPERATION BETWEEN CONTRACTORS

(7-1-95) (Rev. 1-16-24) DB1 G133

The Design-Build Team's attention is directed to Article 105-7 of the *Standard Specifications*.

- Greenville Town Commons & Esplanade Project (site plan provided)

The Design-Build Team on this project shall cooperate with the Contractor or Design-Build Team working within or adjacent to the limits of this project, to the extent that the work can be carried out to the best advantage of all concerned.

BID DOCUMENTATION

(7-31-12) (Rev. 8-20-24) DB1 G142

General

The successful Design-Build Team shall submit the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation used to prepare the Price Proposal for this contract to the Department within ten days after receipt of notice of award of contract. Such documentation shall be placed in escrow with a banking institution or other bonded document storage facility selected by the Department.

The Department will not execute the contract until the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation has been received by the Department.

Terms

Bid Documentation - Bid Documentation shall mean all written information, working papers, computer printouts, electronic media, charts, and all other data compilations which contain or reflect information, data, and calculations used by the Proposer in the preparation of the Price Proposal. The term *bid documentation* includes, but is not limited to, Design-Build Team equipment rates, Design-Build Team overhead rates, labor rates, efficiency or productivity factors, arithmetical calculations, and quotations from subcontractors and material suppliers to the extent that such rates and quotations were used by the Proposer in formulating and determining the Price Proposal. The term *bid documentation* also includes any manuals, which are standard to the industry used by the Proposer in determining the Price Proposal. Such manuals may be included in the bid documentation by reference. Such reference shall include the name and date of the publication and the publisher. *Bid Documentation* does not include bid documents provided by the Department for use by the Proposer in bidding on this project. The Bid Documentation can be in the form of electronic submittal (i.e. thumb drive) or paper. If the Bidder elects to submit the Bid Documentation in electronic format, the Department requires a backup submittal (i.e. a second thumb drive) in case one is corrupted.

Design-Build Team's Representative - Officer of the Prime Contractor's company; if not an officer, the Contractor shall supply a letter signed and notarized by an officer of the Prime Contractor's company, granting permission for the representative to sign the escrow agreement on behalf of the Prime Contractor.

Escrow Agent - Officer of the select banking institution or other bonded document storage facility authorized to receive and release bid documentation.

Escrow Agreement Information

A draft copy of the Escrow Agreement will be mailed to the Proposer after the notice of award for informational purposes. The Proposer and Department will sign the actual Escrow Agreement at the time the bid documentation is delivered to the Escrow Agent.

Failure to Provide Bid Documentation

The Proposer's failure to provide the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation within 14 days after the notice of award is received by him may be just cause for rescinding the award of the contract and may result in the removal of the Proposer from the Department's list of qualified bidders for a period of up to 180 days. Award may then be made to the Proposer with the next lowest adjusted price or the work may be readvertised and constructed under the contract or otherwise, as the Department may decide.

Submittal of Bid Documentation

(A) Appointment - Email **specs@ncdot.gov** or call 919.707.6900 to schedule an appointment.

(B) Delivery - A representative of the Bidder shall deliver the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation to the Department, in a container suitable for sealing, within ten days after the notice of award is received.

(C) Packaging - The container shall be no larger than 15.5 inches in length by 12 inches wide by 11 inches high and shall be water resistant. The container shall be clearly marked on the face and the back of the container with the following information: Bid Documentation, Bidder's Name, Bidder's Address, Date of Escrow Submittal, Contract Number, TIP Number if applicable, and County.

Affidavit

Bid documentation will be considered a certified copy if the proposer includes an affidavit stating that the enclosed documentation is an EXACT copy of the original documentation used by the Proposer to determine the bid for this project. The affidavit shall also list each bid document with sufficient specificity so a comparison may be made between the list and the bid documentation to ensure that all of the bid documentation listed in the affidavit has been enclosed for escrow. The affidavit shall attest that the affiant has personally examined the bid documentation, that the affidavit lists all of the documents used by the proposer to determine the bid for this project, and that all bid documentation has been included. The affidavit shall be signed by a chief officer of the company, have the person's name and title typed below the signature, and the signature shall be notarized at the bottom of the affidavit.

Verification

Upon delivery of the bid documentation, the State Contract Officer acting directly or through a duly authorized representative and the Design-Build Team's representative will verify the accuracy and completeness of the bid documentation compared to the affidavit. Should a discrepancy exist, the Design-Build Team's representative shall immediately furnish the State Contract Officer acting directly or through a duly authorized representative with any other needed bid documentation. The State Contract Officer acting directly or through a duly authorized representative upon determining that the bid documentation is complete will, in the presence of the Design-Build Team's representative, immediately place the complete bid documentation and affidavit in the container and seal it. Both parties will deliver the sealed container to the Escrow Agent for placement in a safety deposit box, vault, or other secure accommodation.

Confidentiality of Bid Documentation

The bid documentation and affidavit in escrow are, and will remain, the property of the Proposer. The Department has no interest in, or right to, the bid documentation and affidavit other than to verify the contents and legibility of the bid documentation unless the Design-Build Team gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department. In the event of such written notice of intent to file a claim, filing of a written claim, filing a written and verified claim, or initiation of litigation

against the Department, or receipt of a letter from the Design-Build Team authorizing release, the bid documentation and affidavit may become the property of the Department for use in considering any claim or in litigation as the Department may deem appropriate.

Any portion or portions of the bid documentation designated by the Proposer as a *trade secret* at the time the bid documentation is delivered to the State Contract Officer acting directly or through a duly authorized representative shall be protected from disclosure as provided by *G.S. 132-1.2*.

Duration and Use

The bid documentation and affidavit shall remain in escrow until 60 calendar days from the time the Prime Contractor receives the final estimate; or until such time as the Design-Build Team:

(A) Gives written notice of intent to file a claim,
(B) Files a written claim,
(C) Files a written and verified claim,
(D) Initiates litigation against the Department related to the contract; or
(E) Authorizes in writing its release.

Upon the giving of written notice of intent to file a claim, filing a written claim, filing a written and verified claim, or the initiation of litigation by the Design-Build Team against the Department, or receipt of a letter from the Design-Build Team authorizing release, the Department may obtain the release and custody of the bid documentation.

The Proposer certifies and agrees that the sealed container placed in escrow contains all of the bid documentation used to determine the Price Proposal and that no other bid documentation shall be relevant or material in litigation over claims brought by the Design-Build Team arising out of this contract.

Release of Bid Documentation to the Contractor

If the bid documentation remains in escrow 60 calendar days after the time the Design-Build Team receives the final estimate and the Design-Build Team has not filed a written claim, filed a written and verified claim, or has not initiated litigation against the Department related to the contract, the Department will instruct the Escrow Agent to release the sealed container to the Prime Contractor.

The Prime Contractor will be notified by certified letter from the Escrow Agent that the bid documentation will be released to the Prime Contractor. The Prime Contractor or his representative shall retrieve the bid documentation from the Escrow Agent within 30 days of the receipt of the certified letter. If the Prime Contractor does not receive the documents within 30 days of the receipt of the certified letter, the Department will contact the Prime Contractor to determine final dispersion of the bid documentation.

Payment

The cost of the escrow will be borne by the Department. There will be no separate payment for all costs of compilation of the data, container, or verification of the bid documentation. Payment at the various contract unit or lump sum prices in the contract will be full compensation for all such costs.

TWELVE-MONTH GUARANTEE

(7-15-03) DB1 G145

(A) The Design-Build Team shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work and shall replace such defective materials and workmanship without cost to the Department. The Design-Build Team will not be responsible for damage due to normal wear and tear, for negligence on the part of the Department, and / or for use in excess of the design.

(B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer, although the Design-Build Team shall be responsible for invoking the warranted repair work with the manufacturer. The Design-Build Team's responsibility shall be limited to the terms of the manufacturer's guarantee. NCDOT shall be afforded the same warranty as provided by the manufacturer.

This guarantee provision shall be invoked only for major components of work in which the Design-Build Team would be wholly responsible for under the terms of the contract. Examples include pavement structures, bridge components, on-site mitigation and sign structures. This provision will not be used as a mechanism to force the Design-Build Team to return to the project to make repairs or perform additional work that the Department would normally compensate the Design-Build Team for. In addition, routine maintenance activities (e.g., mowing grass, debris removal, ruts in earth shoulders, etc.) are not parts of this guarantee.

Appropriate provisions of the payment and / or performance bonds shall cover this guarantee for the project. In addition, failure on the part of the responsible entity(ies) of the Design-Build Team to perform guarantee work within the terms of this provision shall be just cause to remove the responsible entity(ies) from the Department's corresponding prequalified list. The Design-Build Team shall be removed for a minimum of six months and will be reinstated only after all work has been corrected and the Design-Build Team requests reinstatement in writing.

To ensure uniform application statewide, the Division Engineer will forward details regarding the circumstances surrounding any proposed guarantee repairs to the Chief Engineer for review and approval prior to the work being performed.

PERMANENT VEGETATION ESTABLISHMENT

(6-11-15) (Rev. 1-16-24) 104 DB01 G160

Establish permanent vegetation stands of the Long Term Stabilization mixtures identified in the Erosion and Sedimentation Control Scope of Work found elsewhere in this RFP. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish 80% coverage of permanent vegetation within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the Erosion and Sedimentation Control Scope of Work found elsewhere in this RFP and the applicable sections of the *Standard Specifications*.

Once the Engineer has determined that the permanent vegetation establishment requirement has been achieved at an 80% vegetation density (the amount of established vegetation per given area to stabilize the soil) and no erodible areas exist within the project limits, the Design-Build Team will be notified to remove the remaining erosion control devices that are no longer needed. The Design-Build Team shall be responsible for, and shall correct, any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

EROSION & SEDIMENT CONTROL / STORMWATER CERTIFICATION

(1-16-07) (Rev. 10-26-20) 105-16, 225-2, 16 DB1 G180

General

Schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. Comply with the requirements herein regardless of whether or not a National Pollutant Discharge Elimination System (NPDES) permit for the work is required.

Establish a chain of responsibility for operations and subcontractors' operations to ensure that the *Erosion and Sediment Control / Stormwater Pollution Prevention Plan* is implemented and maintained over the life of the contract.

(A) *Certified Supervisor* - Provide a certified Erosion and Sediment Control / Stormwater (E & SC / SW) Supervisor to manage the Design-Build Team and subcontractor(s) operations, ensure compliance with Federal, State and Local ordinances and regulations, and manage the Quality Control Program.

(B) *Certified Foreman* - Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.

(C) *Certified Installer* - Provide a certified installer to install or direct the installation for erosion or sediment / stormwater control practices.

(D) *Certified Designer* - Provide a certified designer for the design of the erosion and sediment control / stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control / stormwater plan.

Roles and Responsibilities

(A) *Certified Erosion and Sediment Control / Stormwater Supervisor* - The Certified Supervisor shall be Level II and shall be responsible for ensuring the erosion and sediment control / stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. The Certified Supervisor shall perform the following duties:

(1) Manage Operations - Coordinate and schedule the work of subcontractors so that erosion and sediment control / stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.

(a) Oversee the work of subcontractors so that appropriate erosion and sediment control / stormwater preventive measures are conformed to at each stage of the work.
(b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
(c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
(d) Implement the erosion and sediment control / stormwater site plans requested.
(e) Provide any needed erosion and sediment control / stormwater practices for the Design-Build Team's temporary work not shown on the plans developed by the Design-Build Team, such as, but not limited to, work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
(f) Acquire applicable permits and comply with requirements for borrow pits, dewatering and any temporary work conducted by the Design-Build Team in jurisdictional areas.
(g) Conduct all erosion and sediment control / stormwater work in a timely and workmanlike manner.
(h) Fully perform and install erosion and sediment control / stormwater work prior to any suspension of the work.
(i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control / stormwater issues due to the Design-Build Team's operations.
(j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces and / or any location where sediment leaves the right of way.
(k) Have available a set of erosion and sediment control / stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent

groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel, as well as regulatory agencies.

(2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater Permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements shall be, but are not limited to:

(a) Control project site waste to prevent contamination of surface or ground waters of the state, e.g. from equipment operations / maintenance construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.

(b) Inspect erosion and sediment control / stormwater devices and stormwater discharge outfalls at least once every seven calendar days, and within 24 hours after a rainfall event equal to or greater than 1.0 inch that occurs within a 24-hour period. At the discretion of Division of Water Resources personnel, additional monitoring may be required if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.

(c) Maintain an onsite rain gauge or use the Department’s Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.

(d) Maintain erosion and sediment control / stormwater inspection records for review by Department and Regulatory personnel upon request.

(e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.

(f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.

(g) Provide secondary containment for bulk storage of liquid materials.

(h) Provide training for employees concerning general erosion and sediment control / stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the applicable requirements of the General Permit, NCG010000.

(i) Report violations of the NPDES Permit to the Engineer immediately who will notify the NC Department of Environmental Quality Regional Office within 24 hours of becoming aware of the violation.

(3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions / conditions of permits. The quality control program shall:

(a) Follow permit requirements related to the Design-Build Team and subcontractors' construction activities.
(b) Ensure that all operators and / or subcontractor(s) on site have the proper erosion and sediment control / stormwater certification.
(c) Notify the Engineer when the required certified erosion and sediment control / stormwater personnel are not available on the job site when needed.
(d) Conduct the inspections required by the NPDES Permit.
(e) Take corrective actions in the proper timeframe as required by the NPDES Permit for problem areas identified during the NPDES inspections.
(f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch / seed or vegetative cover on a section-by-section basis.
(g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
(h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
(i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.
(j) The Design-Build Team's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.

(B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:

(1) Foreman in charge of grading activities
(2) Foreman in charge of bridge or culvert construction over jurisdictional areas
(3) Foreman in charge of utility activities

The Design-Build Team may request to use the same person as the Level II Supervisor and Level II Foreman. This person shall be onsite whenever construction activities, as described above, are taking place. This request shall be approved by the Engineer prior to work beginning.

The Design-Build Team may request to name a single Level II Foreman to oversee multiple construction activities on small bridge or culvert replacement projects. This request shall be approved by the Engineer prior to work beginning.

(C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control / stormwater crew:

(1) Seeding and Mulching
(2) Temporary Seeding
(3) Temporary Mulching
(4) Sodding
(5) Silt fence or other perimeter erosion / sediment control device installations
(6) Erosion control blanket installation
(7) Hydraulic tackifier installation
(8) Turbidity curtain installation
(9) Rock ditch check / sediment dam installation
(10) Ditch liner / matting installation
(11) Inlet protection
(12) Riprap placement
(13) Stormwater BMP installations (such as, but not limited to, level spreaders, retention / detention devices)
(14) Pipe installations within jurisdictional areas

If a Level I *Certified Installer* is not onsite, the Design-Build Team may substitute a Level II Foreman for a Level I Installer, provided the Level II Foreman is not tasked to another crew requiring Level II Foreman oversight.

(D) *Certified Designer* - Include the certification number of the Level III Certified Designer on the erosion and sediment control / stormwater component of all reclamation plans and if applicable, the certification number of the Level III Certified Designer on the design of the project erosion and sediment control / stormwater plan.

Preconstruction Meeting

Furnish the names of the Certified Erosion and Sediment Control / Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designers and notify the Engineer, in writing, of changes in certified personnel over the life of the contract within two days of change.

Ethical Responsibility

Any company performing work for the North Carolina Department of Transportation has the ethical responsibility to fully disclose any reprimand or dismissal of an employee resulting from improper testing or falsification of records.

Revocation or Suspension of Certification

Upon recommendation of the Chief Engineer to the certification entity, certification for Supervisor, Certified Foremen, Certified Installer and Certified Designer may be revoked or suspended with the issuance of an Immediate Corrective Action (ICA), Notice of Violation (NOV), or Cease and Desist Order for erosion and sediment control / stormwater related issues.

The Chief Engineer may recommend suspension or permanent revocation of certification due to the following:

(A) Failure to adequately perform the duties as defined within this certification provision
(B) Issuance of an ICA, NOV, or Cease and Desist Order
(C) Failure to fully perform environmental commitments as detailed within the permit conditions and specifications
(D) Demonstration of erroneous documentation or reporting techniques
(E) Cheating or copying another candidate's work on an examination
(F) Intentional falsification of records
(G) Directing a subordinate under direct or indirect supervision to perform any of the above actions
(H) Dismissal from a company for any of the above reasons
(I) Suspension or revocation of one's certification by another entity

Suspension or revocation of a certification will be sent by certified mail to the certificant and the Corporate Head of the company that employs the certificant.

A certificant has the right to appeal any adverse action which results in suspension or permanent revocation of certification by responding, in writing, to the Chief Engineer within ten calendar days after receiving notice of the proposed adverse action.

Chief Engineer
1536 Mail Service Center
Raleigh, NC 27699-1536

Failure to appeal within ten calendar days shall result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified shall result in a waiver of all future appeal rights regarding the adverse action taken. The certificant will not be allowed to perform duties associated with the certification during the appeal process. The Chief Engineer will hear the appeal and make a decision within seven days of hearing the appeal. The decision of the Chief Engineer shall be final and will be made in writing to the certificant.

If a certification is temporarily suspended, the certificant shall pass any applicable written examination and any proficiency examination, at the conclusion of the specified suspension period, prior to having the certification reinstated.

Measurement and Payment

Certified Erosion and Sediment Control / Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designers will be incidental to the project for which no direct compensation will be made.

TACK FOR MULCH FOR EROSION CONTOL

(1-16-24) SP

Description

This work consists of supplying and installing an approved material for binding mulch for erosion control in accordance with Section 1060-5, Section 1615 and Section 1660 of the *Standard Specifications*. This special provision defines acceptable materials and rates for tacking material for holding mulch in place.

Materials

(a) Emulsified Asphalt

Asphalt emulsion tack shall conform to the requirements of AASHTO M 140, Specification for Emulsified Asphalt. The emulsified asphalt may be rapid setting, medium setting, or slow setting. Apply emulsified asphalt tackifier at a rate of 0.10 gallons per square yard (approximately 484 gallons per acre).

(b) Cellulose Hydromulch

Cellulose hydromulch products shall be non-toxic, weed-free, prepackaged cellulose fiber (pulp) material containing no more than 3% ash or other inert materials. Cellulose hydromulches may contain dyes or binders specifically formulated to enhance the adhesive qualities of the hydromulch. Apply cellulose hydromulches at a rate of 1000 pounds (dry weight) per acre.

Wood fiber or wood fiber blend hydromulches may be substituted for cellulose hydromulch at the same application rate.

(c) Other tackifiers

Other approved materials, specifically designed and manufactured for application as a straw mulch tacking agent, may be used at the manufacturer's recommended rate.

Construction Methods

Apply the Tack for Mulch for Erosion Control uniformly across straw mulch per Section 1615 and Section 1660 of the *Standard Specifications.*

PROCEDURE FOR MONITORING BORROW PIT DISCHARGE

(1-22-13) (Rev. 1-16-24) DB1 G181

Water discharge from borrow pit sites shall not cause surface waters to exceed 50 NTUs (nephelometric turbidity unit) in streams not designated as trout waters and 10 NTUs in streams, lakes or reservoirs designated as trout waters. For lakes and reservoirs not designated as trout

waters, the turbidity shall not exceed 25 NTUs. If the turbidity exceeds these levels due to natural background conditions, the existing turbidity level shall not be increased.

If during any operating day, the downstream water quality exceeds the standard, the Design-Build Team shall do all of the following:

(A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or

(B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.

(C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.

(D) Notify DWR within 24 hours of any stream turbidity standard exceedances that are not brought into compliance.

During the Environmental Assessment required by Article 230-4 of the *Standard Specifications*, the Design-Build Team shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

The discharge shall be closely monitored when water from the dewatering activities is introduced into jurisdictional wetlands. Any time visible sedimentation (deposition of sediment) on the wetland surface is observed, the dewatering activity will be suspended until turbidity levels in the stilling basin can be reduced to a level where sediment deposition does not occur. Staining of wetland surfaces from suspended clay particles, occurring after evaporation or infiltration, does not constitute sedimentation. No activities shall occur in wetlands that adversely affect the functioning of a wetland. Visible sedimentation shall be considered an indication of possible adverse impacts on wetland use.

The Engineer will perform independent turbidity tests on a random basis. These results will be maintained in a log within the project records. Records will include, at a minimum, turbidity test results, time, date and name of sampler. Should the Department's test results exceed those of the Design-Build Team's test results, an immediate test shall be performed jointly with the results superseding the previous test results of both the Department and the Design-Build Team.

To plan, design, construct, and maintain BMPs to address water quality standards, the Design-Build Team shall use the NCDOT *Turbidity Reduction Options for Borrow Pits Matrix,* available at the website noted below:

https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/TurbidityReductionOptionSheet.pdf

Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are noncompensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also noncompensatory and are options that may be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWR's 401 Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Design-Build Team exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

The Design-Build Team may use cation exchange capacity (CEC) values from proposed site borings to plan and develop the Price Proposal for the project. CEC values exceeding 15 milliequivalents per 100 grams of soil may indicate a high potential for turbidity and should be avoided when dewatering into surface water is proposed.

No additional compensation for monitoring borrow pit discharge will be paid.

CLEARING AND GRUBBING

(9-1-11)(Rev. 8-18-15) DB2 R01

With the exception of areas with Permanent Utility Easements, perform clearing on this project to the limits established by Method "II" shown on Roadway Standard Drawing No. 200.02. Conventional clearing methods shall be used except where permit drawings or conditions have been included elsewhere in this RFP which require certain areas to be cleared by hand methods. In areas with Permanent Utility Easements, clearing shall extend to the right of way limits.

BUILDING AND APPURTENANCE REMOVAL / DEMOLITION (12/17/25)

(9-1-11) (Rev. 1-16-24) DB2 R12B

Unless otherwise as agreed upon by the Department, seal all wells and remove or demolish all buildings and appurtenances, in their entirety, that are located either partially or completely within the project's right of way limits or are located outside the project's right of way limits but within property purchased as an uneconomical remnant in accordance with Sections 205, 210 and 215 of the *Standard Specifications.*

The Department will perform all assessment, removal and disposal of asbestos. Once the Design-Build Team has acquired a parcel and all buildings and appurtenances have been vacated, the Design-Build Team shall immediately notify the Division Right of Way Agent in writing. Upon

receipt of the written notification, the Department then requires 60 days to assess and remove any asbestos prior to the Design-Build Team demolishing any building or appurtenance.

In the unlikely event that the Design-Build Team encounters unknown contaminated materials, these materials shall be handled in accordance with Article 107-25 of the *Standard Specifications*.

MANUFACTURED QUARRY FINES IN EMBANKMENTS

(11-30-16) (Rev. 1-16-24) 235 DB02 R72

Description

This specification addresses the use of manufactured quarry fines that are not classified as select materials. The specification allows the Design-Build Team an option, with the approval of the Engineer, to use manufactured quarry fines (MQFs) in embankments as a substitute for conventional borrow material. Furnish and place geotextile for subgrade stabilization in accordance with the *Geotextile for Subgrade Stabilization* Project Special Provision found elsewhere in this RFP and the detail developed by the Design-Build Team. Geotextile for subgrade stabilization shall be required to prevent pavement cracking and provide separation between the subgrade and pavement section at embankment locations where manufactured quarry fines are utilized and as directed by the Engineer.

Manufactured Quarry Fines (MQF)

Site specific approval of MQFs material shall be required prior to beginning construction as detailed in the preconstruction requirements of this provision.

The following MQFs are unacceptable:

(A) Frozen material
(B) Material with a maximum dry unit weight of less than 90 pounds per cubic foot when tested in accordance with AASHTO T-99 Method A or C
(C) Material with greater than 80% by weight Passing the #200 sieve

Collect and transport MQFs in a manner that will prevent nuisances and hazards to public health and safety. Moisture condition the MQFs as needed and transport in covered trucks to prevent dusting. If MQFs are blended with natural earth material, follow Borrow Criteria in Section 1018 of the *Standard Specifications.*

Geotextiles

In embankment areas where MQFs are incorporated, Geotextile for Subgrade Stabilization shall be used. The Geotextile for Subgrade Stabilization shall adhere to all requirements of the *Geotextile for Subgrade Stabilization* Project Special Provision found elsewhere in this RFP except the notification of subgrade elevation, sampling and waiting period required in the Construction Methods section.

Preconstruction Requirements

When MQFs are to be used as a substitute for earth borrow material, request written approval from the Engineer at least ninety (90) days in advance of the intent to use MQFs and include the following details:

(A) Description, purpose and location of project
(B) Estimated start and completion dates of project
(C) Estimated volume of MQFs to be used on project with specific locations and construction details of the placement
(D) The names, addresses and contact information for the generator of the MQFs
(E) Physical location of the site at which the MQFs were generated

The Engineer will forward this information to the State Materials Engineer for review and material approval prior to incorporation.

Construction Methods

Place MQFs in the core of the embankment section with at least four feet of earth cover to the outside limits of the embankments or subgrade.

Construct embankments by placing MQFs in level uniform lifts with no more than a lift of ten inches and compacted to at least a density of 95 percent as determined by test methods in AASHTO T-99, Determination of Maximum Dry Density and Optimum Moisture Content, Method A or C depending upon particle size of the product. Provide a moisture content at the time of compaction of within 4.0 percent of optimum but not greater than one percent above optimum as determined by AASHTO T-99, Method A or C.

FLOWABLE FILL

(9-17-02) (Rev. 1-16-24) 300, 340, 1000, 1530, 1540, 1550 DB3 R30

Description

This work consists of all work necessary to place flowable fill in accordance with these provisions, the plans developed by the Design-Build Team, and as directed.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Flowable Fill	1000-7

Construction Methods

Discharge flowable fill material directly from the truck into the space to be filled, or by other approved methods. The mix may be placed full depth or in lifts as site conditions dictate. The Design-Build Team shall provide a method to plug the ends of the existing pipe in order to contain the flowable fill.

DRAINAGE PIPE

(1-16-24) DB3 R36

Description

Where shown in the plans developed by the Design-Build Team, the Design-Build Team shall use Reinforced Concrete Pipe, Corrugated Aluminum Alloy Pipe, Aluminized Corrugated Steel Pipe, Welded Steel Pipe, Corrugated Polyethylene Pipe (HDPE Pipe) or Polyvinyl-Chloride Pipe (PVC Pipe) in accordance with the following requirements:

- The appropriate Reinforced Concrete Pipe class and the appropriate gage thickness for Corrugated Aluminum Alloy Pipe Aluminized Corrugated Steel Pipe and Welded Steel Pipe shall be selected based on fill height. All pipe types shall be subject to the maximum and minimum fill height requirements as found on-line at the below:

https://connect.ncdot.gov/resources/hydro/Pages/NCDOT-Pipe-Material-Selection-Guide.aspx

- Site specific conditions may limit a particular material beyond what is identified in this Project Special Provision. These conditions include, but are not limited to, abrasion, environmental, soil resistivity and pH, high ground water and special loading conditions. The Design-Build Team shall determine if additional restrictions are necessary.

- Slope drains shall be Corrugated Aluminum Alloy Pipe, Aluminized Corrugated Steel Pipe, Corrugated Polyethylene Pipe (HDPE Pipe) or Polyvinyl-Chloride Pipe (PVC Pipe).

- Transverse median drains and open-ended cross drains shall be 1) Reinforced Concrete Pipe, Corrugated Aluminum Alloy Pipe, Aluminized Corrugated Steel Pipe, Corrugated Polyethylene Pipe (HDPE Pipe) or Polyvinyl-Chloride Pipe (PVC Pipe), 2) the pipe is within a walled roadway section in which case the pipe shall meet the requirements of the Hydraulics Scope of Work found elsewhere in this RFP or 3) the pipe will be constructed using trenchless methods in which case the pipe shall be Welded Steel Pipe.

- Storm drain system pipes shall be Reinforced Concrete Pipe, Corrugated Polyethylene Pipe (HDPE Pipe) or Polyvinyl-Chloride Pipe (PVC Pipe).

GEOTEXTILE FOR SUBGRADE STABILIZATION

(5-7-14) (Rev. 4-16-24) DB5 R9

Description

Provide geotextile for subgrade stabilization in accordance with the Geotechnical Engineering Scope of Work found elsewhere in this RFP. Geotextile for subgrade stabilization is required for subgrades to prevent pavement cracking at locations shown in the plans developed by the Design-Build Team and as directed by the Engineer.

Materials

Refer to Article 505-2 of the *Standard Specifications*.

Construction Methods

Refer to Article 505-3 of the *Standard Specifications*.

PRICE ADJUSTMENTS FOR ASPHALT BINDER

(9-1-11) (Rev. 1-16-24) DB6 R25

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

The base price index for asphalt binder for plant mix is **$**_____ per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on _____.

PRICE ADJUSTMENTS - ASPHALT CONCRETE PLANT MIX

(9-1-11) (Rev. 1-16-24) DB6 R26

Revise the *Standard Specifications* as follows:

Page 6-15, Article 609-11 and Page 6-30, Article 610-14

Add the following paragraph before the first paragraph:

The "Asphalt Price" used to calculate any price adjustments set forth in this section shall be $40.00 per theoretical ton. This price shall apply for all mix types.

HORIZONTAL DRAINS

(11-7-19) (Rev. 1-16-24) DB8 R17

Description

Construct horizontal drains for slopes, rock cuts and retaining walls in accordance with the contract and Geotechnical Standard Detail No. 817.01. A horizontal drain typically consists of a

slotted PVC pipe placed in a drilled hole inclined at an angle above horizontal but in some holes, the pipe may be omitted. Horizontal drains are required to drain water from slopes and rock cuts and from behind retaining walls at locations and elevations shown in the plans developed by the Design-Build Team and as directed by the Engineer.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
PVC Pipe	1044-6

Use solid and slotted PVC Schedule 40 or 80 pipes as shown in the plans for drain pipe. Provide slotted PVC pipes with 0.01" wide horizontal slots in the direction perpendicular to the pipe length and evenly spaced around and along pipe so that open area is at least 1 sq in per linear ft of pipe.

Construction Methods

The Engineer will determine the number, locations, elevations, inclination and lengths of horizontal drains required. The approximate known drain locations, elevations, inclination and lengths are shown in the plans. Drain pipe requirements including those drains without pipes will also be determined by the Engineer and known pipe information is shown in the plans.

Use drill rigs of the sizes necessary to install horizontal drains and with sufficient capacity to drill through whatever materials are encountered. Drilling through boulders, cobbles and rock lenses may be required but drilling in continuous intact weathered or hard rock as determined by the Engineer is not required unless drain pipe is omitted. Drill straight and clean holes with the dimensions and orientation shown in the plans or as directed. Drill holes within 6" of planned locations and elevations and 2° of required inclination.

For horizontal drains with drain pipes, do not insert PVC pipes into drill holes until hole locations, elevations, dimensions, inclination and cleanliness are approved. Insert drain pipes through hollow stem augers or into open clean drill holes. Do not vibrate, drive or otherwise force pipes into holes. If a drain pipe cannot be completely and easily inserted into a drill hole, remove the pipe and clean or redrill the hole.

Extend solid PVC sections of drain pipes out past slope face far enough to connect pipe to a drainage system or discharge water as directed. Seal all around drain pipe at collar of drill hole with a method acceptable to the Engineer. Record horizontal drain number, location, elevation and installation date, description of drilling conditions and completed drain pipe, if applicable, and drill hole diameter, length and inclination for each horizontal drain and provide this information to the Engineer.

PEDESTRIAN SAFETY RAIL

(8-28-09)(Rev. 7-18-23) DBI 8-51

Furnish and install steel pipe handrail at locations as shown in the plans developed by the Design-Build Team, in accordance with the detail in the plans developed by the Design-Build Team and as directed by the Engineer.

GREENWAYS AND MULTI-USE PATHS

(2-18-14) (Rev. 1-16-24) Z-200

Description

This special provision provides for revisions to the *Standard Specifications* for work on a greenway or multi-use path not designed or intended to carry highway traffic.

Materials

Refer to the *Standard Specifications* except as noted in these Special Provisions. Use materials on the NCDOT Approved Products List (APL) where applicable.

Construction Methods

Construct Greenway in accordance with the plans developed by the Design-Build Team, *Standard Specifications* except as noted below:

SECTION	ARTICLE	PAGE	REVISION
235: Embankments	235-3(C): Embankment Compaction	2-24	**Delete first sentence and replace with the following:** Compact each layer for its full width to a density equal to at least 90% of that obtained by compacting a sample of the material in accordance with AASHTO T 99 as modified by the Department.
500: Fine Grading Subgrade	500-2(C): Compaction of Subgrade	5-1	**Delete first sentence and replace with the following:** Compact all material to a depth of up to eight inches below the finished surface of the subgrade to a density equal to at least 92% of that obtained by compacting a sample of the material in accordance with AASHTO T 99 as modified by the Department.
500: Fine Grading Subgrade	500-3: Tolerances	5-2	**Delete Article 500-3 and replace with the following:** A tolerance of ± 1 inch from the established greenway grade will be permitted after the subgrade has been graded to a uniform surface.

SECTION	ARTICLE	PAGE	REVISION
505: Aggregate Subgrade	505-3: Construction Methods	5-8	**Delete first paragraph and replace with the following:** Perform shallow undercut up to 12 inches as necessary to remove unsuitable material. If necessary, install geotextile for soil stabilization in accordance with Article 270-3. Place Class III select material or Class IV subgrade stabilization (standard size no. ABC) by end dumping on geotextiles. Do not operate heavy equipment on geotextiles until geotextiles are covered with Class III or ABC. Compact ABC to 92% or to the highest density that can be reasonably attained.
520: Aggregate Base Course	520-7: Shaping and Compaction	5-12	**Delete first sentence in second paragraph and replace with the following:** For both nuclear and ring tests, compact each layer of the base to a density equal to at least 92% of that obtained by compacting a sample of the material in accordance with AASHTO T 180 as modified by the Department. **Delete the third paragraph.**
610: Asphalt Concrete Plant Mix Pavements	610-10: Density Requirements	6-23	**Delete Article 610-10 and replace with the following:** Compact the asphalt plant mix to at least 85% of the maximum specific gravity.
610: Asphalt Concrete Plant Mix Pavements	610-13: Final Surface Testing and Acceptance	6-24	**Delete Article 610-13.**
848: Concrete Sidewalks	848-3: Construction Methods	8-31	**Delete second paragraph and replace with the following:** Construct concrete greenway based on the typical sections in the plans developed by the Design-Build Team. Place groove joints at a spacing equal to the width of the greenway. Transverse Expansion Joints are required every 40 feet.

GENERAL

The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Only information that is received in response to this RFP will be evaluated; reference to information previously submitted will not suffice as a response to this solicitation.

NO CONTACT CLAUSE

To ensure that information is distributed equitably to all short-listed Design-Build Teams, all questions and requests for information shall be directed to the State Contract Officer through the Design-Build e-mail address. This precludes any Design-Build Team member, or representative, from contacting representatives of the Department, other State Agencies or Federal Agencies either by phone, e-mail or in person concerning the Design-Build Project.

USE OF TERMS

Throughout this RFP and all manuals, documents and standards referred to in the RFP the terms Contractor, Bidder, Design-Builder, Design-Build Team, Team, Firm, Company and Proposer are synonymous.

Throughout this RFP and all manuals, documents and standards referred to in the RFP, the terms NCDOT, Department, Engineer and State are synonymous.

DESIGN REFERENCES

Design references developed and published by NCDOT and those developed and published by other agencies and adopted for use by NCDOT which are to be used in the design of this project may be obtained by contacting the Contract Standards and Development Unit within the Field Support Division. Standard prices for materials, which the Department normally sells for a fee, will be in effect. The Design-Build Team shall be responsible for designing in accordance with the applicable documents and current revisions and supplements thereto.

REVIEW OF SUBMITTALS

Submittals will be reviewed within 10 working days (15 days for temporary structures, FEMA compliance documents, and temporary shoring) from the date of receipt by NCDOT unless otherwise stipulated in the scope of work. All submittals shall be prepared and submitted in accordance with the *Alternative Delivery Submittal Guidelines*, which by reference are incorporated and made a part of this contract. The Design-Build Team may, however, propose an alternate scheme for submittals that include a combination of submittals, a different order of submittals, or other submittal scheme. This alternate approach to submittals must be submitted to the Alternative Delivery Unit after award of the contract and approved by the Department. If an approved alternate approach to submittals is approved, the Design-Build Team may use the alternate approach but shall assume all risk associated with any necessary re-work or re-design. Moreover, the alternate approach must include, at a minimum, final plans and RFC plans for each of the design disciplines.

The Department reserves the right to use portions or all of the approved alternate approach on any concurrent or future Design-Build projects.

All submittals shall be made simultaneously to the Alternative Delivery Unit and the Resident Engineer. The Department will not accept subsequent submittals until prior submittal reviews have been completed for that item. The Design-Build Team shall inform the Alternative Delivery Unit in writing of any proposed changes to the previously reviewed submittals and obtain approval prior to incorporation. The Design-Build Team shall prioritize submittals in the event that multiple submittals are made based on the current schedule. All submittals shall include pertinent Special Provisions. No work shall be performed prior to Department review and approval of the applicable design submittals.

OVERVIEW

The Design-Build Project BO-2418 proposes to construct a Multi-Use Path/Sidewalk along Greene Street from Town Common to River Park North in Greenville. The project is approximately 4,850 feet long.

Project services shall include, but are not limited to:

- **Design Services** - completion of construction plans
- **Construction Services** - necessary to build and ensure workmanship of the designed facility
- **Structure Rehab for Sidewalk and Bridge Rail**
- **Permit Preparation / Application** - development of all documents for required permits
- **Right-of-Way –** acquisition of right-of-way necessary to construct project
- **Utility Construction and Utility Relocation**
- **As-Built Plans**

Construction Engineering Inspection shall be provided by the NCDOT Division personnel or will be performed under a separate contract.

The Department is obtaining the environmental document for this project.

GENERAL SCOPE

The scope of work for this project includes design, construction and management of the project. The design work includes all aspects to construct approximately 4,850 feet of Multi-Use Path/Sidewalk. Unless allowed otherwise elsewhere in this RFP, the designs shall meet all appropriate latest versions of AASHTO *Policy on Geometric Design of Highways and Streets*, AASHTO *LRFD Bridge Design Specifications,* FHWA *Manual of Uniform Traffic Control Devices, NCDOT Structure Design Manual, and NCDOT Roadway Design Manual* and all NCDOT design policies that are current as of the Price Proposal submittal date or the Best and Final Offer submittal date, whichever is later.

Construction shall include, but not be limited to, all necessary clearing, grading, roadway, drainage, structures, utility coordination and relocation, and erosion and sediment control work items for the proposed multi-use path. Construction engineering and management shall be the

responsibility of the Design-Build Team. Construction shall comply with 2024 NCDOT *Standard Specifications for Roads and Structures (Standard Specifications)* and any special provisions.

Areas of work required for this project shall include, but are not limited to the following items:

Roadway Design
Permit Application
Hydraulic Design
Greenway Design
Structure and Bridge Rail Design
Geotechnical Engineering
Construction
Erosion and Sedimentation Control
Utility Coordination
R/W Utilities, Conflicts and / or Construction
Transportation Management Design
Pavement Marking Design
Signing Design
Design and Construction Management
Construction Surveying
Location and Surveys
On-Site Mitigation
Project Management
Right of Way Acquisition

The Department will provide survey files using ORD software. All designs shall be in Bentley Open Roads Designer (ORD).

DESIGN AND CONSTRUCTION PERFORMED BY DESIGN-BUILD TEAM

The Design-Build Team shall prepare final designs, construction drawings and special provisions. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall acknowledge that project documents furnished by the Department are preliminary and provided solely to assist the Design-Build Team in the development of the project design. The Design-Build Team shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract and shall save the State harmless and shall be fully liable for any additional costs and all claims against the State which may arise due to errors, omissions and negligence of the Design-Build Team in performing the work required by this contract.

There shall be no assignment, subletting or transfer of the interest of the Design-Build Team in any of the work covered by the Contract without the written consent of the State, except that the Design-Build Team may, with prior written notification of such action to the State, sublet property searches and related services without further approval of the State.

The Design-Build Team shall certify all plans, specifications, estimates and engineering data furnished by the Design-Build Team.

All work by the Design-Build Team shall be performed in a manner satisfactory to the State and in accordance with the established customs, practices, and procedures of the North Carolina Department of Transportation, and in conformity with the standards adopted by the American Association of State Highway Transportation Officials, and approved by the U.S. Secretary of Transportation as provided in Title 23, U.S. Code, Section 109 (b). The decision of the Engineer/State/Department shall control in all questions regarding location, type of design, dimension of design, and similar questions.

Alternate designs, details, or construction practices (such as those employed by other states, but not standard practice in NC) are subject to Department review and acceptance and will be evaluated on a case by case basis.

The Design-Build Team shall not change team members, subconsultants or subcontractors identified in the Statement of Qualifications (SOQ) without written consent of the Engineer or the State Contract Officer. In addition, subconsultants and subcontractors not identified in the SOQ shall not perform any work without written consent by the Engineer. Individual offices of the Design-Build Team not identified in the Statement of Qualifications submitted shall not perform any work without written consent by the Engineer. Failure to comply with this requirement may be justification for removing the Team from further consideration for this project and disqualification from submitting on future Design-Build Projects.

The Design-Build Team shall be solely responsible for all design and construction methods adhering to all requirements herein, as well as all applicable guidelines, standards and polices. If the applicable guidelines, standards and / or policies have desirable and / or minimum values, the Design-Build Team shall use the desirable values unless noted otherwise elsewhere in this RFP. Similarly, in the event of conflicting design parameters in the requirements herein and / or the applicable guidelines, standards and polices, the proposed design shall adhere to the most conservative values. The Department's acceptance of plans, reports, calculations, analyses, etc. shall not relieve the Design-Build Team of any and all obligations to design and construct the project in accordance with the RFP requirements and all applicable guidelines, standards and policies.

Alternate designs, details and / or construction practices (such as those employed by other states, but not standard practice in NC) are subject to Department review and approval, and will be evaluated on a case by case basis.

All firms shall be prequalified by the Department for the work they are to perform. Joint Ventures, LLCs or any legal structure that are different than the existing prequalification status must be prequalified prior to the Price Proposal submittal deadline. Subcontractors need only be prequalified prior to performing the work. Design firms shall be prequalified prior to the Price Proposal submittal deadline. If the work is to be performed by an office other than the one that is prequalified, that office shall be prequalified prior to any design submittals.

ACCESS TO PROVIDED MATERIALS

To reduce the submittal review time and increase the efficiency of the review process, the Design-Build Team will need access to the project's submittal site. The site will include a library that will be used for the Design-Build Team to submit documents to NCDOT to review and another for

NCDOT to provide response back to the Design-Build Team. The Design-Build Team's Project Manager shall provide a list of team members that will require access to this portal. This list shall include the name, e-mail address and North Carolina Identity Management (NCID) for each individual team member. Once the list is complete, it shall be submitted to the Alternative Delivery Unit e-mail address (altdelivery@ncdot.gov).

To create an NCID account, each individual shall go to NCDOT's Connect website (https://connect.ncdot.gov) and click on the "How to get an Account" link and then, "Create NCID".

The Department will obtain access rights for these individuals and notify the Technical Services Project Manager accordingly. Individuals may then re-enter the "Connect" site and login with their NCID account. Once logged in, the TeamSite's "BO-2418" link will be apparent on the left side of the webpage.

Please note that all submittals for this project will be electronic and will be submitted to the Teamsite, in accordance with the *Alternative Delivery Submittal Guidelines*. NCDOT reserves the right to request a hard copy of any submittal or supporting electronic files or calculation needed to complete the review.

ELECTRONIC PLAN SUBMITTALS AND E-SIGNATURES

The Design-Build Team shall submit all Release for Construction Plans in accordance with the NCDOT e-Signature requirements, including but not limited to providing signed and sealed searchable .pdf files. Reference the website noted below for additional information:

https://connect.ncdot.gov/business/consultants/Pages/Guidelines-Forms.aspx

ETHICS POLICY

Employees employed by the Design-Build Team or employees employed by any subconsultant for the Design-Build Team to provide services for this project shall comply with the Department's Ethics Policy. Failure to comply with the Ethics Policy will result in the employee's removal from the project and may result in removal of the Company from the Department's appropriate prequalified list.

APPROVAL OF PERSONNEL

The Department will have the right to approve or reject any personnel, assigned to a project by the Design-Build Team.

In the event of engagement of a former employee of the Department, the Design-Build Team and their subcontractors shall restrict such person or persons from working on any Design-Build procurement / project in which the person or persons were "formerly involved" while employed by the State. The restriction period shall be for the duration of the Design-Build procurement / project with which the person was involved. *Former Involvement* shall be defined as active participation in any of the following activities:

Drafting the contract
Defining the contract scope of the contract
Design-Build Team selection
Negotiation of the contract cost (including calculating manhours or fees); and
Contract administration

An exception to these terms may be granted when recommended by the Secretary and approved by the Board of Transportation.

Failure to comply with the terms stated above in this section may be grounds for termination of this contract and / or not being considered for selection of work on future contracts for a period of one year.

SUBMITTAL OF PRICE PROPOSALS

Price Proposals shall be submitted electronically in accordance with Articles 102-8(B) in the Standard Specifications for Roads and Structures. **No Price Proposals will be received after 2:00 p.m. Local Time on July 21, 2026.**

A Bid Bond or Bid Deposit in the amount of 5% of the Total Amount Bid will be required. The Bidder shall submit an electronic Bid Bond with each electronic bid submittal unless he elects to furnish a Bid Deposit to the address shown below:

Mr. Jon Weathersbee, PE
Contract Standards and Development
1020 Birch Ridge Drive
Century Center Complex - Building B
Raleigh, NC 27610

Opening of Price Proposals

At the time and date specified, the State Contract Officer will open the Price Proposals and calculate the percentage difference between the Price Proposals submitted and the Engineer's Estimate.

Best and Final Offer

In the event initial Price Proposals exceed an acceptable range of the Engineer's Estimate or if the Department feels it is necessary, for any reason, the Department may choose to make amendments to the details of the RFP and request a Best and Final Offer from all the previously short-listed teams. Alternately, the Department may choose to redistribute to the short-listed Design-Build Teams another RFP for the project with no amendments to the RFP scope.

The Design-Build Teams shall submit a revised Price Proposal at the time and date specified in the Best and Final RFP. This will constitute the Design-Build Team's Best and Final Offer. Award of the project may then be made to the Design-Build Team with the lowest apparent Price Proposal in response to the Best and Final RFP.

Stipend
No stipend will be provided for this project.

GREENWAY SCOPE OF WORK (5-26-26)

- For the purposes of this scope, greenways and multi-use paths (MUP) shall be considered synonymous.

- The Design-Build Team shall design and construct a 10-foot wide paved MUP north of Bridge No. 730411 over the Tar River along North Greene Street approximately 2200 feet to River Park North and south of Bridge No. 730411 to the South Tar Greenway crossing of North Greene Street at Town Common Park.

- The Design-Build Team shall design and construct a minimum 8-foot 5-inch wide concrete MUP on Bridge No. 730411 (reference the Structures Scope of Work).

- This greenway shall be designed in compliance with the Americans with Disabilities Act of 1990 (ADA). The Design-Build Team shall design the greenway in accordance with the most current version of the NCDOT Roadway Design Manual and the 2024 AASHTO Guide for the Development of Bicycle Facilities.

- Perform clearing and grubbing on this project for a minimum distance of five feet on either side of the greenway, measured from the outside edge of shoulder. If the greenway is on new location, clear and grub the entirety of the right of way / easement. Trees greater than 15-inch diameter may remain, provided they are at least two feet clear of the edge of pavement of the greenway. A 10-foot vertical clearance from the surface of the greenway to the tree canopy shall be provided. The greenway shoulders shall be graded to drain and seeded in accordance with the *Standard Specifications* and requirements of this RFP.

- The Design-Build Team shall be responsible for all permits and fees (unless otherwise stated herein) and shall adhere to all environmental permit requirements.

- Any damage to existing utilities owned by Greenville Utilities Commission, caused by the Design-Build Team, shall be repaired by the Design-Build Team at no cost to the Department or the City of Greenville.

ROADWAY

- The Design-Build Team may: 1) remove and replace the curb line along North Greene Street and reduce lane widths to a minimum of 11 feet, as necessary to avoid utility impacts; 2) relocate existing utilities to accommodate the proposed multi-use path; or 3) utilize a combination of both approaches. If the Design-Build Team elects to install new curb, any resulting impacts to drainage, utilities, etc. shall be resolved by the Design-Build Team and the costs shall be included in the price proposal.

- If the curb and gutter approaching and leaving Bridge No. 730411 is not relocated to accommodate reduced (minimum 11-foot) lane widths, the curb and gutter at both ends of the

bridge shall be removed and replaced at an appropriate taper to tie into the MUP on the bridge. Asphalt backfill shall be placed under and in front of the new curb and gutter.

- Any curb and gutter damaged during the removal of existing sidewalk shall be replaced at no cost to the Department or the City of Greenville.

- In locations where an existing utility strip is present between the sidewalk and the back of curb, the Design-Build Team shall maintain a utility strip width in the final greenway design and construction.

- Guardrail shall be installed to protect both approaches to Bridge No. 730411.

- Existing guardrail conflicting with the proposed greenway shall be removed by the Design-Build Team and new guardrail shall be installed in accordance with current guardrail and shoulder standards.

- All existing concrete driveways in the project limits along North Greene Street shall be replaced to accommodate the proposed greenway improvements, except the driveway accessing Pitt County parcel 4220. The parcel 4220 driveway shall be removed and replaced with curb and gutter to close this access.

- There should be no taper in the proposed MUP prior to the connection with the South Tar River Greenway / Town Common.

- Existing wheelchair ramps affected by construction activities shall be removed and replaced in full compliance with current ADA and NCDOT standards.

- All existing signs shall be retained and relocated as required. Signs necessary for safe maintenance of traffic shall remain in place or be temporarily relocated during construction. Upon completion of the work, all signs shall be reinstalled by the Design-Build Team. Any sign damaged or deemed unusable shall be replaced at no cost to the Department or the City of Greenville.

- The Design-Build Team shall remove the existing sidewalk and construct the MUP in accordance with the project plans, typical sections, all applicable standards, and Section 848 of the *Standard Specifications*.

- Any impacts to the existing Town Common Greenway caused by the Design-Build Team's design and construction, shall be repaired or replaced at no additional cost to the City or the Department.

PAVEMENT DESIGN

- Pavement along North Greene Street shall be removed at least one-half the lane width in in advance of any proposed curb and gutter installation. Backfill under and in front of the new curb and gutter using the following pavement structure: 4" B25.0C, 4" I19.0C, and 3" S9.5C. The S9.5C shall be placed in two lifts of equal thickness.

- The Design Build Team shall mill the asphalt pavement to a depth of 1.5" on North Greene Street from the end of the radius north of the First Street intersection to Bridge No. 730411 and replace with 1.5" S9.5B. This work shall occur after all curb and gutter installation and backfill on this section of the project.

- **Greenway Pavement Design Alternates (Outside of Bridge Limits)**

  Alternate 1

  6.0" of ABC with prime coat and a minimum of 2.5" of S9.5B placed in two lifts.

  Alternate 2

  4" concrete with welded wire mesh

- The rate of application and the maximum and minimum asphalt thickness per application and layer shall be in accordance with the latest version of the NCDOT Asphalt QMS Manual.

- Driveways impacted by the Design-Build Team's construction that are not required by the contract to be replaced shall be repaired to the pre-construction condition or replaced.

RIGHT OF WAY

- It is anticipated that additional right of way and / or easements will be required for this project. The Design-Build Team shall identify and delineate all proposed right-of-way and easement impacts for review and acceptance by the Department and the City of Greenville. The Design-Build Team will then acquire the right of way and / or easements as necessary. Acquisitions along North Greene Street shall be in the North Carolina Department of Transportation's name. Acquisitions on new location will be in the City of Greenville's name.

SIGNING AND PAVEMENT MARKINGS

- The Design-Build Team shall be responsible for designing, fabricating, and installing signing and providing pavement markings along the greenway and, if applicable, -Y- lines in accordance with Part 9 of the *2025 Manual on Uniform Traffic Control Devices*. At a minimum, the Design-Build Team shall provide signing at the beginning and end of the proposed greenway, and at all road crossings. At the bridge approaches, the Design-Build Team shall install two 35 MPH speed limit signs, consisting of one sign on each side of the

roadway. Additionally, the contractor will be responsible for the removal of existing signs and markings.

NCDOT INFORMATION SUPPLIED

- NCDOT will provide copies of the Categorical Exclusion and the latest list of environmental commitments, municipal agreements and all pertinent approvals and correspondence. Unless noted otherwise in this RFP, the Design-Build Team shall adhere to all commitments stated in the environmental documents.

- NCDOT will provide electronic surveys to the Design-Build Team. Any supplemental surveys including, but not limited to, additional topography, existing and proposed greenway, structure sites, existing and proposed drainage, and wetland and stream delineation shall be the responsibility of the Design-Build Team.

- The Design-Build Team shall be responsible for any geotechnical information, all geotechnical recommendations, as well as supplemental structural and greenway investigations.

STRUCTURES SCOPE OF WORK (5-26-26)

Project Details:

The Design-Build Team will be responsible for the design and construction of all structures work required to complete the project including, but not limited to, the following:

- Modify or supplement the existing bridge rail on the east side of Bridge No. 730411 such that the end product is at least 54" tall, measured from the top of sidewalk to the top of the rail, that is approved for bicycles and pedestrians, including new concrete end posts that accommodate the taller rail.
- Installation of a delineator system in the bridge shoulder adjacent to the MUP to separate pedestrian traffic from vehicular traffic. The system shall be the Pexco Interstate Grade Curb System FG 300 Curb and EFX Post or its equivalent.
- Widening the existing sidewalk to the maximum width (Refer to the Greenway Scope of Work) that can be achieved while maintaining the minimum roadway shoulder widths and reducing the vehicle travel lanes to 11-feet in width. The widened sidewalk/multi-use path shall extend to the outer limits of the approach slabs.
- Install new bridge joint cover plates that are full-width for the expanded sidewalk/multi-use path. Each cover plate shall be made as one unit. Cover plates that consist of multiple pieces are not allowed.
- Install a lid on the existing electrical box that is missing a cover at the light standard location on the south end of the bridge.

General:

The Design-Build Team's primary structural design firm shall be on the Department's list of firms qualified for Structure Design and maintain an office in North Carolina. Structural design of the bridge structure shall be performed by, or under the direct supervision of, a licensed Professional Engineer and done in accordance with recognized engineering practices and principles. The engineer shall be licensed to practice in North Carolina.

Unless allowed or directed otherwise in this RFP, designs shall be in accordance with the AASHTO *Guide Specifications for Design of Pedestrian Bridges*, Latest Edition; AASHTO *Standard Specifications for Highway Bridges*, Latest Edition; AASHTO *Guide for the Development of Bicycle Facilities*, Latest Edition; NCDOT *Structure Design Manual* (including policy memos); NCDOT Roadway Design Manual; and NCDOT Structure Design Unit Project Special Provisions.

Unless allowed or directed otherwise in this RFP, construction and materials shall be in accordance with the *Standard Specifications*, NCDOT Structure Design Unit Project Special Provisions, and NCDOT Structure Design Unit Standard Drawings.

Alternate designs, details, or construction practices (such as those employed by other states, but not standard practice in North Carolina) are subject to Department review, will be evaluated on a case-by-case basis, and may not be accepted.

NCDOT's Structures Management Unit has reviewed the existing structure and determined that it can support additional dead load for a sidewalk / MUP width of up to 9 feet. It is the responsibility of the Design-Build Team to rate the existing bridge for the work they propose.

HYDRAULICS SCOPE OF WORK (5-27-26)

Project Details

- The Design-Build Team shall employ a private engineering firm(s) to perform hydraulic design for all work required under this contract. The private engineering firm must be prequalified for Tier II hydraulic design work under the Department's normal prequalification procedures prior to the Technical Proposal submittal date.

- The Design-Build Team shall hold a pre-design meeting with the Alternative Delivery Unit and the Hydraulics Review Engineer after acceptance of the Preliminary Roadway Plans developed by the Design-Build Team.

- The Design-Build Team shall use a minimum 2-year design frequency for greenways and multi-use paths. The design frequency for all other facilities shall be as shown in the NCDOT Guidelines for Drainage Studies and Hydraulic Design Chapter 7, Table 1.

Drainage Structures

Throughout this RFP, the term *drainage structures* shall include cross pipes, drainage boxes and storm drainage systems.

The Design Build Team shall remove or abandon/ fill with flowable fill all existing pipes not retained for drainage. (Reference the Flowable Fill Project Special Provision found elsewhere in this RFP)

- The Design-Build Team shall develop discharges for all drainage structures based upon the future build-out land use projections. The Design-Build Team shall not include the effects of storage when computing discharges for hydraulic design and analysis for areas less than 50% impervious. For drainage areas where impervious surfaces are greater than 50%, routing will be allowed. EPA SWMM, USACE HMS, Win TR-20, HydroCAD or equivalent are acceptable programs for routing. A storm drainage duration of 24 hours shall be used in developing the hydrograph.

- Revise the Guidelines for Drainage Studies and Hydraulic Design as follows:
  - Chapter 7, Table 2, Peak Discharge Method Selection
    - Delete the NCDOT Hwy Hydrologic Charts Column
  - Delete Section 7.4.4 NCDOT Highway Hydrologic Charts
  - Delete Section 7.7, Additional Documentation

- Section 15.6 Temporary Encroachment in Regulatory Floodway
  - Section 15.6 is not applicable on this project. The Design-Build Team shall assume all liability for any flood damage resulting from the temporary encroachment

- Unless allowed otherwise elsewhere in this RFP, a maximum HW/D = 1.2 shall not be exceeded for all existing and proposed box culverts and pipes during the design storm.

- All proposed drainage boxes, including but not limited to catch basins, drop inlets and junction boxes, shall have a grate or manhole access.

- Throughout the project limits, the Design-Build Team shall analyze all drainage structures that are located within the existing / proposed right of way or easement for hydraulic and structural deficiencies. The Design-Build Team will not be required to analyze existing cross pipes outside of the greenway corridor that will not be lengthened if no additional discharge from the project is being generated. Using the hydraulic discharges required in this Scope of Work, drainage structures that do not adhere to the requirements in Sections 9.6.1.4 and 9.6.2.3 of the Guidelines for Drainage Studies and Hydraulic Design, including all addenda, memos and revisions, and / or the freeboard and HW/D requirements noted above, shall be deemed hydraulically deficient. Based on these analyses, the following shall be adhered to:

  - The Design-Build Team shall provide the appropriate hydraulic mitigation for 1) all hydraulically deficient drainage structures and 2) all hydraulically and structurally deficient drainage structures, including but not limited to replacement.

  - As directed by the Engineer, the Design-Build Team shall provide the appropriate structural mitigation for all structurally deficient box culverts and / or pipes. Structural mitigation, for structural deficiencies in box culverts and / or pipes, including but not limited to all design and repair costs, will be paid for as extra work in accordance with Subarticle 104-8(A) of the 2024 *Standard Specifications for Roads and Structures*.

  - There appears to be a buried drainage structure at the northwest corner of Pitt County parcel 4220, just north of the driveway. Investigate, design and construct the appropriate remedy for this location to accommodate the greenway/multi-use path.

Storm Drainage Design

- The Design-Build Team shall design all storm drainage systems using Geopak Drainage or Open Roads Drainage and Utilities, including but not limited to incorporating discharges from allowable routing programs.

- All storm drainage systems shall maintain a hydraulic grade line that is a minimum of 0.5 feet below the inlet rim elevation or top of junction box; and shall adhere to all other

requirements as identified in Chapter 10 of the NCDOT Guidelines for Drainage Studies and Hydraulic Design.

The Design Build Team shall provide positive drainage within and along any existing or proposed right of way and easements, specific to the project areas and all the while maintaining existing drainage patterns and outfalls to the maximum extent practicable.All drainage system improvements shall be contained within the right of way or easement. When tying directly to existing downstream systems located outside the right of way or easement that are hydraulically deficient during the design storm, the Design-Build Team shall provide an Open Throat Catch Basin (OTCB) or 2GI within the right of way or easement limits.

- The Design-Build Team shall use a minimum ditch grade of 0.3% and avoid constructing ditches in wetlands. Ditch grades less than 0.3% may be allowed post-award if the Design-Build Team can demonstrate, in the Department's sole discretion, that a 0.3% grade cannot practically be achieved.

- At a minimum, the Design-Build Team shall install traffic bearing grated drop inlets with steel frames and flat steel grates at the following locations:

    - Within a temporary travel lane
    - Within four feet of a temporary and / or permanent travel lane

- Proposed longitudinal pipe (trunkline) shall not be located beneath roadway travel lanes or beneath proposed barrier rails.

- At all pipe outlets with a ten-year partial flow velocity greater than 15 fps, the Design-Build Team shall provide additional outlet protection that mitigates erosive velocities to receiving downstream channels.

- At retaining walls, the Design-Build Team shall provide a drainage design that avoids concentrated runoff around the ends of the walls, or the Design-Build Team shall provide additional protection to mitigate erosive flows or velocities to receiving downstream areas.

- Scour should be evaluated for retaining walls within the 100-year floodplain of any jurisdictional stream. The Design-Build Team shall provide appropriate scour mitigation measures at retaining wall locations.

Hydraulic Spread

- The Design-Build Team shall maintain the shoulder width and spread on the low side of the bridge deck.

- Where deck drains are used, the Design-Build Team shall use four-inch deck drains in or adjacent to pedestrian facilities.

- The Design-Build Team shall provide bridge drainage features that prevent direct discharge onto any existing / future greenway, travel lane, or paved shoulder.

Stormwater Management

- In accordance with the NCDOT Post-Construction Stormwater Program, NCDOT's Stormwater Best Management Practices Toolbox, and NCDOT's Guidelines for Drainage Studies and Hydraulics Design, the Design-Build Team shall develop a Stormwater Management Plan that, at a minimum, demonstrates the following:

  - Compliance with the requirements described in the NCDOT Post-Construction Stormwater Program dated May 2022.

  - To the maximum extent practicable, on-site stormwater control measures shall be employed to minimize water quality impacts.

  - Underground detention will not be allowed.

  - Unless noted otherwise elsewhere in this RFP, no additional right of way or easement shall be acquired solely for stormwater management.

- In accordance with the NCDOT Guidelines for Drainage Studies and Hydraulics Design, including all addenda, memos and revisions, the Design-Build Team shall prepare Outlet Analyses for the increases in discharge due to the proposed project and take appropriate action to ensure that any increases are appropriately mitigated. Velocity mitigation shall be implemented in compliance with NC Administrative Code 15A NCAC 04B .0109 and associated NCDOT Compliance Documentation Workflow for Rule 15A NCAC 04B .0109. Such mitigation measures shall first consider long-term maintenance of the proposed mitigation. Except as otherwise noted, improvements to receiving channels shall be implemented before implementing any detention basin structures.

- Direct connections from impervious surfaces to the receiving waters shall be minimized to the maximum extent practicable.

FEMA Regulated Streams

For all FEMA regulated streams impacted by the Design-Build Team's design and / or construction, the Design-Build Team shall adhere to the current Guidelines for Drainage Studies and Hydraulics Design, including all addenda, memos and revisions, and the following requirements:

The Design-Build Team shall coordinate with the local floodplain administrator to ensure NFIP compliance for the proposed fill placed in the floodplain. The intent of the coordination is to achieve a no rise – no impact certification or a Conditional Letter of Map Revision (CLOMR) if required.

- The Department will allow no direct contact between the Design-Build Team and the local floodplain administration until after the project is awarded. No contact between the Design-Build Team, the local floodplain administrator and / or personnel under contract with the local floodplain administrator shall be allowed by phone, e-mail, or in person. After the project is awarded a representative from the Alternative Delivery Unit and the Hydraulics Unit shall be included on all correspondence.

- Temporary impacts due to construction and / or on-site detour traffic that 1) last longer than one year and / or 2) encroach into the floodway, shall be reviewed by the Design-Build Team for changes in the water surface elevations that could impact structures or have adverse impacts to the surrounding property. The results of the review shall be submitted to the Hydraulics Unit in a report format for the Department's coordination with NCFMP.

- The Design Build Team shall provide sealed As-Built Plans after construction in the FEMA regulated floodplain to ensure NFIP compliance is met.

General

- **The Design-Build Team's design shall be in accordance with the information on the following website, the version of the following references effective on the Technical Proposal submittal date, and the contract requirements contained herein:**

  - **The North Carolina Division of Highways Hydraulics Unit website:**

    https://connect.ncdot.gov/resources/hydro/pages/default.aspx

  - **The NCDOT Guidelines for Drainage Studies and Hydraulics Design, including all addenda, memos and revisions, excepted as may be amended herein**

  - **The 2024 NCDOT *Roadway Standard Drawings (Standard Drawing)***

  - **The NCDOT *Best Management Practices for Construction and Maintenance Activities***

  - **The NCDOT *Stormwater Best Management Practices Toolbox***

  - **The NCDOT *Post-Construction Stormwater Program***

  - **The NCDOT *Design-Build Submittal Guidelines***

- **In case of conflicting design parameters, and / or ranges, in the various resources, the proposed design shall adhere to the NCDOT *Guidelines for Drainage Studies and Hydraulics Design,* including all addenda, memos and revisions, unless noted otherwise elsewhere in this RFP.**

GEOENVIRONMENTAL SCOPE OF WORK (04/06/26)

I. DEFINITION

For the purpose of this Scope of Work, contamination / contaminants are defined as any substance that when discharged in any quantity may present an imminent and substantial danger to the public health or welfare. Petroleum is defined as any petroleum-derived product of any kind and in any form, including but not limited to, crude oil, diesel fuel, fuel oil, gasoline, lubrication oil, oil refuse, oil mixed with other waste, oil sludge, petroleum related products or by-products, and all other liquid hydrocarbons, regardless of specific gravity, whether occurring singly or in combination with other substances.

II. DESCRIPTION OF WORK

Sites of concern were identified in the April 9, 2026, *GeoEnvironmental Phase 1 Field Investigation* for BO-2418. After submittal of the Right of Way / 60% Roadway Plans developed by the Design-Build Team, the Design-Build Team shall hold a right of way consultation with the Department's GeoEnvironmental staff, Alternative Delivery Unit, and key Design-Build Team members.

Sites of concern within the proposed right of way are noted in the April 9, 2026, *GeoEnvironmental Field Investigation* for BO-2418, additionally any other sites identified during the right of way consultation with the Design-Build Team, will be investigated by the Department and follow their process. The Department shall require 90 days from the date of the aforementioned consultation to investigate and provide Right of Way Recommendations. The Right of Way Recommendations shall be completed prior to the Design-Build Team making offers to purchase the right of way / easements on sites of concern.

The Design-Build Team shall notify the Alternative Delivery Unit, in writing, of any underground storage tanks (USTs) containing petroleum, chemicals, or heating oil tanks discovered during property appraisals. The Department will require 90 days from the date of the written notification to investigate and provide Right of Way Recommendations. The Right of Way Recommendations shall be completed prior to the Design-Build Team making offers to purchase the right of way / easements on any sites containing USTs.

The Design-Build Team shall adhere to all Right of Way Unit procedures regarding the acquisition of contaminated property and all Right of Way Recommendations provided by the Department. (Reference the Right of Way Scope of Work found elsewhere in this RFP)

After the parcels with identified contamination and / or underground storage tanks (USTs) are acquired and cleared of all above ground structures, the Department will 1) remove from the right of way / easement USTs identified in the *Right of Way Recommendations* and discovered during the property appraisals, and 2) the Engineer will determine if all associated contaminated soil anticipated to require excavation to complete the project is removed by the Department or the Design-Build Team. The Department will remove the aforementioned USTs and contaminated soil within 60 days of written

notification that the above-ground structures have been removed. All contaminated soil not required for removal to complete the project shall be left in place and undisturbed.

If groundwater is encountered and dewatering is required in areas of known contamination, the Design-Build Team shall containerize the groundwater in vessels provided by the Department. The Department will be responsible for the sampling and disposal of the water.

It is important to note that petroleum contaminated soil may be encountered during any earthwork activity on this project.

III. INFORMATION PROVIDED BY NCDOT

- GeoEnvironmental Phase I Assessment, April 9, 2026.

IV. UNKNOWN CONTAMINATED SITES

The Design-Build Team shall immediately notify the Department if the Design-Build Team's operations encounter or expose any abnormal condition that may indicate the presence of a hazardous, contaminated, and / or toxic material not previously identified. If the Engineer elects to have the Design-Build Team remove and dispose of contaminated material, the removal and disposal of this material shall be performed as extra work in accordance with Article 107-25 of the *Standard Specifications.*

EROSION AND SEDIMENTATION CONTROL SCOPE OF WORK (04-2-26)

The NCDOT Roadside Environmental Unit will review and accept all Erosion and Sedimentation Control Plans. Clearing & Grubbing and Final Grade Release for Construction (RFC) Erosion Control Plans shall be submitted, accepted and distributed to all NCDOT personnel listed in the Design-Build Submittal Guidelines before **any** land disturbing activities, including clearing and grubbing, can commence. If the Design-Build Team chooses to perform the work in discrete sections, then a complete set of Clearing & Grubbing and Final Grade RFC Erosion Control Plans shall be submitted, accepted, and distributed, as noted above, prior to land disturbing activities, including clearing and grubbing, commencing in that section. No land disturbing activities, including clearing and grubbing, shall occur in any location that does not have accepted Clearing & Grubbing and Final Grade RFC Erosion Control Plans. Refer to the most recent version of the NCDOT *Erosion and Sediment Control Design and Construction Manual* and the NCDEQ - *Erosion and Sediment Control Planning and Design Manual* for erosion control design guidelines not addressed in this Scope of Work.

The design requirements stated herein are minimum criteria for the acceptance of the Erosion and Sediment Control (E&SC) Plans by the NCDOT under the authority delegated by the North Carolina Sediment Control Commission. These minimum requirements do not except the Design-Build Team from taking all actions necessary, including but not limited to, modification of the design of the E&SC plan, installation and maintenance of E&SC devices, to comply with the performance standards of the Sediment Pollution Control Act and the NCG-010000 General Construction Stormwater Permit.

To ensure adherence with the NCG-010000 General Construction Permit, issued by the North Carolina Department of Environmental Quality, Division of Water Resources, the Design-Build Team shall formally submit a project-wide Vegetation Management Procedure for the Department's review and acceptance prior to any land disturbing activities. After this initial review, the Design-Build Team shall concurrently provide the Resident Engineer and NCDOT Roadside Environmental Field Operations Engineer updated versions of the Vegetation Management Procedure on a monthly basis. These updated versions will not require formal submittal to the Alternative Delivery Unit, but will be subject to review comments by the aforementioned field personnel. All versions of the Vegetation Management Procedure shall include, but not be limited to:

i. schedule for initiation of land disturbing activities with schedule for completion of subdivided areas, and areas designated as ESAs detailing anticipated and actual times of completion,

ii. schedule of temporary groundcover with timeframes noting anticipated and actual completion dates in accordance with NCG-01000 for the areas noted in (i),

iii. anticipated and actual dates of completion of permanent groundcover for areas noted in (i) to obtain the required 80% permanent vegetation as defined in the NCG-01000 as well as provisions for the early establishment of grasses / vegetation, in accordance with the *Permanent Vegetation Establishment* Project Special Provision found elsewhere in this RFP and any enhancement areas required by permit or commitment by the project final completion date,

iv. procedure for identifying areas of deficient vegetation establishment and details and dates of corrective actions taken or amendments applied to remedy the deficiencies of noted areas and

v. details and schedule for fertilizer topdressing, supplemental seeding, mowing and repair seeding.

All portions of the Vegetation Management Procedure shall be closely coordinated with the grading and hauling operations and adhered to as practical. Variances shall be documented and approved by the Engineer. The Design-Build Team shall provide a narrative overview of the Vegetation Management Procedure in the Technical Proposal. Guidance for development of the Vegetation Management Procedure may be found at:

https://connect.ncdot.gov/resources/roadside/Pages/Soil-Water.aspx

From the beginning through the end of construction, the Design-Build Team shall maintain comprehensive "red-line" As-Constructed Drawings that detail when and where permanent / temporary / repair seeding and fertilizer topdressing have been performed.

Erosion and Sedimentation Control Plans shall at a minimum address the following:

I. Complete Set of Plans

A. Clearing and Grubbing Phase

1. Use correct NCDOT symbology.
2. Protect existing drainage structure inlets with Rock Inlet Sediment Trap Type 'A' (RIST-A), Rock Inlet Sediment Trap Type 'C' (RIST-C), Rock Pipe Inlet Sediment Trap Type 'A' (PIST-A), etc.
3. Utilize adequate perimeter controls (temporary silt ditches (TSD)), temporary silt fence (TSF), etc.).
4. Clean Water Diversions (CWD) shall not be used to divert offsite runoff through the project construction limits.
5. All jurisdictional streams shall be delineated with a 50-foot from top of bank Environmentally Sensitive Area (ESA) on Clearing and Grubbing Plans.
6. Utilize skimmer basins and rock measures with sediment control stone (Temporary Rock Sediment Dam Type 'B' (TRSD-B), Temporary Rock Silt Check Type 'A' (TRSC-A), etc.) at drainage outlets.
7. Take into account topography and show existing contour lines on Clearing & Grubbing Plans only.
8. Utilize Temporary Rock Silt Checks Type 'B' (TRSC-B) or wattles to reduce velocity in existing ditches with spacing of 250 feet divided by percentage of ditch grade. Also utilize TRSC-Bs in proposed TSDs and temporary diversions (TD).
9. Protect existing streams; do not place erosion control devices in live streams unless permitted by the Division of Water Resources 401 Certification and the Army Corps of Engineers 404 Permit.

10. Sediment basins shall be sized to provide adequate silt storage for 3,600 cubic feet per disturbed acre with surface area equal to 435 square feet per cubic foot per second (cfs) of the peak inflow rate, Q25, using 25-year peak rainfall data (NCDEQ - *Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service website **https://hdsc.nws.noaa.gov/pfds/** for partial duration (ARI) time series type). A Sediment Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit upon request.
11. Skimmer Basins shall be sized to provide adequate silt storage for 1,800 cubic feet per disturbed acre with surface area equal to 325 square feet per cubic foot per second (cfs) of the peak inflow rate, Q25, using the 25-year peak rainfall data (NCDEQ - *Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service website **https://hdsc.nws.noaa.gov/pfds/** for partial duration (ARI) time series type). Skimmer Basins shall be designed to dewater in two to three days. A Skimmer Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit upon request.
12. Design Riser Basins to the following standards:

    - Surface Area shall be determined by Equation A (sq. feet) = Q25 (cfs) * 435.
    - Volume requirement shall be 1,800 cubic feet per disturbed acre draining to the riser basin.
    - Riser Pipe shall have a cross-sectional area 1.5 times that of the barrel pipe.
    - The riser pipe shall be non-perforated with a skimmer attached to the bottom of the pipe, one foot from the bottom of the basin.
    - See NCDEQ - *Erosion and Sediment Control Planning and Design Manual* for additional design criteria.

13. The minimum and maximum length to width ratio of all Sediment Basins shall be 2:1 and 6:1, respectively.
14. Coir Fiber Baffles shall be installed in all silt basins and sediment dams at drainage outlets. For silt basins with a 20-foot or longer length, three Coir Fiber Baffles shall be installed with a spacing of 1/4 the basin length. For silt basins with a length less than 20 feet, a minimum of two Coir Fiber Baffles shall be installed, with a spacing of 1/3 the basin length. The Design-Build Team will not be required to show the individual baffles on the Erosion Control Plans, but shall be required to incorporate the Coir Fiber Baffle Detail on the Erosion Control Plans.
15. Include any culvert and / or pipe construction sequence plan sheets in the Clearing & Grubbing Plans; all pipes 48 inches or larger, or any combination of pipes that total 48 inches or more, in jurisdictional streams shall require a construction sequence. Prior to installation of pipes smaller than 48 inches in jurisdictional streams, the Design-Build Team shall submit a phasing plan for managing the watercourse to the Resident Engineer for review and acceptance. The phasing plan shall be in accordance with the *Best Management Practices for Construction and Maintenance Activities*.
16. During construction, provide temporary sediment basins that dewater from the surface at all permanent stormwater devices.
17. In accordance with the NCDOT *Erosion and Sediment Control Design and Construction Manual,* utilize Excelsior / Coir Fiber Wattles with Flocculant and / or

TRSC-As with Matting and Flocculant in temporary and permanent, existing and proposed ditches in areas where sediment basins are not feasible at drainage outlets, and in areas where sediment basins at drainage outlets with sediment traps (e.g. PIST-A, RIST-A, etc.) cannot be properly sized to surface area and / or sediment storage requirements due to safety concerns, right of way restrictions, utility conflicts, or other construction limitations approved by the NCDOT Roadside Environmental Unit.

18. Place devices utilizing flocculant at all sediment basin inlets.
19. At a maximum spacing of 200 feet, at all sag points and as directed, utilize Special Sediment Control Fence or Coir Fiber Wattles as drainage breaks in silt fence.
20. Do not place erosion control devices that require excavation (e.g. sediment basins, silt ditches, etc.) in wetlands unless permitted by the Division of Water Resources 401 Certification and the Army Corps of Engineers 404 Permit.
21. Within the entire project limits, provide disturbed and undisturbed drainage area delineations in MicroStation Format.
22. For all drainage outlets where the runoff cannot be treated with a sediment basin and / or the sediment basin cannot be constructed to the required sediment storage or surface area requirements, provide a written explanation.
23. Excluding Sediment Basins that will function only during Clearing and Grubbing operations, all perimeter Sediment Basins shall be placed outside of fill slopes.

B. Final Grade Phase

1. Use correct NCDOT symbology.
2. Protect existing and proposed drainage structure inlets with RIST-A, RIST-C, PIST-A, etc.
3. Utilize adequate perimeter controls (TSD, TSF, etc.).
4. Clean Water Diversions (CWD) shall not be used to divert offsite runoff through the project construction limits.
5. Utilize TRSC-Bs or wattles to reduce velocity in existing and proposed ditches with spacing of 250 feet divided by percentage of ditch grade. Also utilize TRSC-Bs in proposed TSDs and TDs.
6. Utilize temporary slope drains and earth berms at top of fill slopes five feet or higher and a fill slope steeper than 4:1, or where there are superelevations above 0.04 and fills are greater than three feet. Maximum slope drain spacing shall be 200 feet.
7. Utilize a rock energy dissipater at the outlet of all slope drains.
8. Devices at all drainage turnouts shall utilize skimmer or sediment control stone (TRSD-B, TRSC-A, etc.) and a spillway with an adequately designed base length to distribute outflow.
9. Sediment basins shall be sized to provide adequate silt storage for 3,600 cubic feet per disturbed acre with surface area equal to 435 square feet per cubic foot per second (cfs) of the peak inflow rate, Q25, using 25-year peak rainfall data (NCDEQ - *Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service website **https://hdsc.nws.noaa.gov/pfds/** for partial duration (ARI) time series type). A Sediment Basin Designer Spreadsheet will be provided by NCDOT Roadside Environmental Unit upon request.

10. Skimmer Basins shall be sized to provide adequate silt storage for 1,800 cubic feet per disturbed acre with surface area equal to 325 square feet per cubic foot per second (cfs) of the peak inflow rate, Q25, using the 25-year peak rainfall data (NCDEQ - *Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service website **https://hdsc.nws.noaa.gov/pfds/** for partial duration (ARI) time series type). Skimmer Basins shall be designed to dewater in two to three days. A Skimmer Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit upon request.
11. Design Riser Basins to the following standards:

    - Surface Area shall be determined by Equation A (sq. feet) = Q25 (cfs) * 435.
    - Volume requirement shall be 1,800 cubic feet per disturbed acre draining to the riser basin.
    - Riser Pipe shall have a cross-sectional area 1.5 times that of the barrel pipe.
    - The riser pipe shall be non-perforated with a skimmer attached to the bottom of the pipe, one foot from the bottom of the basin.
    - See NCDEQ - *Erosion and Sediment Control Planning and Design Manual* for additional design criteria.

12. In accordance with the requirements below, install erosion control in all ditch lines, including but not limited to temporary ditch lines (TDs) utilized to divert offsite runoff around construction areas:

    - Install straw matting in all ditch lines where the velocity is greater than 2.0 feet / sec, and the shear stress is 1.25 psf or less.
    - Install excelsior matting in all ditch lines with a shear stress above 1.25 psf, but not greater than 2.55 psf.
    - Excluding locations where rip rap is not allowed (e.g. clear recovery zone, etc.), install Permanent Soil Reinforcement Mat or rip rap in all ditch lines with a sheer stress greater than 2.55 psf.
    - At locations where rip rap is not allowed, install Permanent Soil Reinforcement Mat in all ditch lines with a sheer stress greater than 2.55 psf.

13. Unless otherwise approved by the Roadside Environmental Field Operations Engineer, provide matting for erosion control on all slopes (cut and fill) that are steeper than 4:1 and a height of eight feet or greater.
14. Install matting for erosion control on all disturbed slopes adjacent to jurisdictional areas regardless of height and slope. Rolled erosion control products used within wetlands or riparian areas shall be non-poly mesh nettings.
15. Along all slopes (cut and fill) that are 30 feet or higher, place parallel rows of minimum nine-inch Excelsior Wattles at a spacing height of 20 feet.
16. The minimum and maximum length to width ratio of all Sediment Basins shall be 2:1 and 6:1, respectively.
17. Coir Fiber Baffles shall be installed in all silt basins and sediment dams at drainage outlets. For silt basins with a 20-foot or longer length, three Coir Fiber Baffles shall be installed with a spacing of 1/4 the basin length. For silt basins with a length less

than 20 feet, a minimum of two Coir Fiber Baffles shall be installed, with a spacing of 1/3 the basin length. The Design-Build Team will not be required to show the individual baffles on the Erosion Control Plans, but shall be required to incorporate the Coir Fiber Baffle Detail on the Erosion Control Plans.

18. During construction, provide temporary sediment basins that dewater from the surface at all permanent stormwater devices.
19. In accordance with the NCDOT *Erosion and Sediment Control Design and Construction Manual* Utilize Excelsior / Coir Fiber Wattles with Flocculant and / or TRSC-As with matting and flocculant in temporary and permanent, existing and proposed ditches in areas where sediment basins are not feasible at drainage outlets, and in areas where sediment basins at drainage outlets with sediment traps (e.g. PIST-A, RIST-A, etc.) cannot be properly sized to surface area and / or sediment storage requirements due to safety concerns, right of way restrictions, utility conflicts, or other construction limitations approved by the NCDOT Roadside Environmental Unit.
20. Place devices utilizing flocculant at all sediment basin inlets.
21. At a maximum spacing of 200 feet, at all sag points, and as directed, Utilize Special Sediment Control Fence or Coir Fiber Wattles as drainage breaks in silt fence.
22. Do not place erosion control devices that require excavation (e.g. sediment basins, silt ditches, etc.) in wetlands unless permitted by the Division of Water Resources 401 Certification and the Army Corps of Engineers 404 Permit.
23. Within the entire project limits, provide disturbed and undisturbed drainage area delineations in MicroStation Format.
24. For all drainage outlets where the runoff cannot be treated with a sediment basin and / or the sediment basin cannot be constructed to the required sediment storage or surface area requirements, provide a written explanation.
25. All perimeter Sediment Basins shall be placed outside of fill slopes.

C. Intermediate Phase

Intermediate Erosion Control Plans shall be required if design modifications and / or site conditions require additional erosion control design or design revisions to the RFC Clearing and Grubbing and / or RFC Final Grade Erosion Control Plans, including but not limited to all detours where construction stormwater is not captured in the Erosion Control Plans. Intermediate Erosion Control Plans shall be submitted for review and shall be accepted prior to construction of any aspect impacted by the revised erosion control design. For any intermediate phase, comply with Section B, “Final Grade Phase” above.

II. Detail Sheets and Notes

A. Provide project specific special notes and details, including but not limited to, skimmer basin, coir fiber wattle with flocculant, etc.
B. Provide matting summary sheet(s): matting for erosion control (straw and excelsior), permanent soil reinforcement mat, and coir fiber mat.
C. Provide reforestation sheet(s): regular, wetland, streambank and / or buffer showing appropriate species.

III. Title Sheet and Legend Sheet

A. Show correct notes: NCG-01, HQW, ESA, clearing and grubbing, etc.
B. Show correct standards for the project
C. List of standard NCDOT symbology
D. Show name and certification number of Level III certified individual responsible for designing and / or reviewing Erosion and Sedimentation Control Plans

IV. Special Provisions

A. Erosion Control Special Provisions are available at the following website:

https://connect.ncdot.gov/resources/roadside/Pages/Soil-Water.aspx

B. References in Erosion Control Special Provisions from the aforementioned website to Method of Measurement, Basis of Payment, or any other statement regarding direct payment for Erosion & Sediment Control measures shall be disregarded.

C. *Erosion & Sediment Control / Stormwater Certification* Project Special Provision found elsewhere in this RFP.

V. Miscellaneous

A. Plan submittals shall include all pertinent design information required for review, such as design calculations, drainage areas, etc.
B. The NCDOT Roadside Environmental Unit will provide a sample set of Erosion and Sedimentation Control Plans (including any special details or special provisions used by the NCDOT Roadside Environmental Unit) and MicroStation Erosion Control Workspace to the Design-Build Team for reference upon request.
C. The Erosion and Sedimentation Control Plans shall address any environmental issues raised during the permitting process.
D. The Design-Build Team shall allow sufficient time in the proposed schedule to address any comments to the Erosion and Sedimentation Control Plans, as deemed necessary by the NCDOT Roadside Environmental Unit.
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. Temporary access and haul roads located within the footprint and / or the right of way / easement corridor of the project shall be part of the highway Erosion and Sedimentation Control Plans. Temporary access and haul roads associated with borrow pits and staging areas shall be included in the Reclamation Plan.
F. At a minimum, the Design-Build Team shall install Floating Turbidity Curtains at ponds, lakes, and other standing water bodies, both jurisdictional and non-jurisdictional, where 1) construction activities create surface fill impacts or 2) sufficient erosion and sediment control devices cannot be installed to contain sediment and / or turbidity impacts.
G. To contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment, provide Concrete Washout Structures at egress points. Concrete Washout Structures must collect and retain all concrete waste water and solids so that this material does not migrate to surface waters or into the ground water. The

Concrete Washout Structures are not intended for concrete waste not associated with washout operations. The Concrete Washout Structures may include devices above or below ground and / or commercially available devices designed specifically to capture concrete waste water. Concrete Washout Structure options may be found in the special provision, available at the website noted in Section IV above. For construction details of an above grade and below grade Concrete Washout Structure, reference the website noted below:

https://connect.ncdot.gov/resources/roadside/SoilWaterDocuments2024/Concrete%20Washout%20Structure.pdf

H. Borrow or waste areas that are part of the project shall require a separate Reclamation Plan, unless the borrow or waste activity is regulated under the *Mining Act of 1971*, or is a landfill regulated by the NCDEQ - Division of Waste Management (DWM). For newly created borrow pit(s) that require dewatering, Borrow Pit(s) Dewatering Basins shall be required and shall be in accordance with the applicable special provisions available at the website noted in Section IV above. The Design-Build Team shall submit the location and permit number for waste / borrow sites covered by the aforementioned Mining Act or regulated by the NCDEQ - DWM concurrently to the Alternative Delivery Unit and the Resident Engineer. For Reclamation Procedures, see:

https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/Contract%20Reclamation%20Procedures.pdf

I. Whenever the Engineer 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 to maintain environmental compliance. In accordance with Division One found elsewhere in this RFP, all additional efforts to maintain environmental compliance shall be considered maintenance of the project and shall not be considered additional work.

J. An accepted Erosion and Sedimentation Control Plan shall not exempt the Design-Build Team from making every effort to contain sediment onsite. As directed by the Engineer, sediment losses shall be recovered and associated damages repaired. In accordance with Division One found elsewhere in this RFP, the work necessary to recover and repair areas affected by sediment losses shall be considered maintenance of the project and shall not be considered additional work.

K. Any Erosion Control Design revisions made during construction of the project shall be submitted to the NCDOT Roadside Environmental Unit, via the Alternative Delivery Unit, for review and acceptance. At anytime requested by the Engineer or the NCDOT 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.

L. The Design-Build Team shall comply with the North Carolina Administrative Code *Title 15A Environmental Quality* Chapter 4, Sedimentation Control.

M. A pre-submittal meeting shall take place between the NCDOT Roadside Environmental Unit Soil & Water Engineering Section, the Design-Build Team, and any other pertinent NCDOT personnel before any Erosion and Sedimentation Control Designs are submitted to the NCDOT Roadside Environmental Unit. Erosion and Sedimentation Control Plan

submittals shall only be reviewed and accepted by the NCDOT Roadside Environmental Unit after the Erosion and Sedimentation Control Pre-Submittal Meeting. The Design-Build Team shall be required to submit a tentative Erosion and Sedimentation Control Plan submittal schedule at the pre-submittal meeting.

N. At a minimum, the Design-Build Team shall bring one erosion control plan sheet with a clearing and grubbing erosion control design to the Erosion and Sedimentation Control Pre-Submittal Meeting.

O. 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.

P. Immediately after the clearing and grubbing erosion control measures have been installed for the entire project, or for individual sections if the Design-Build Team has divided the project into construction segments, the Design-Build Team's erosion and sedimentation control designer shall field verify constructed dimensions and installation of all erosion control devices. After this initial inspection(s), the aforementioned designer shall review the project conditions a minimum of every 30 days during the heavy grading operations, and as directed by the Engineer, to verify the field conditions of disturbed areas draining to erosion control devices and to ensure that the erosion control devices provide the current field condition requirements for sediment storage and surface area. During construction, the NCDOT may conduct separate field inspections of the project conditions and the erosion control devices throughout the entire project limits. The erosion and sedimentation control designer shall make appropriate design revisions to the Clearing and Grubbing, Intermediate Erosion Control Plans and / or Final Grade Erosion Control Plans resulting from / required by the Design-Build Team, the Departmental field inspections for the Department's review and acceptance, in accordance with the Design-Build Submittal Guidelines. The Design-Build Team shall concurrently provide written documentation of all field verifications / inspections performed by the Design-Build Team to the NCDOT Roadside Environmental Unit, Soil and Water Engineering and Field Operations Section, the Resident Engineer as appropriate. At a minimum, this documentation shall detail what was observed during the field verification / inspection and all resulting required actions with a timeframe for implementation. The Department will determine when the project conditions no longer warrant inspections by the erosion and sedimentation control designer.

Q. The Design-Build Team's erosion and sedimentation control designer shall submit design calculations, for the Department's review and acceptance, for all modifications to the Erosion and Sedimentation Control Plans that result in dimension modifications and / or relocations, other than minor shifts to accurately place, to the devices noted below:

- Riser Basin
- Skimmer Basin and all devices with Skimmers
- Temporary Rock Sediment Dam Type A
- Temporary Rock Sediment Dam Type B
- Temporary Rock Silt Check Type A
- Culvert Construction Sequences
- Temporary and Permanent Stream Channel Relocations

R. Erosion & Sediment Control / Stormwater Certification shall be required according to the Project Special Provision found elsewhere in this RFP.

S. Prior to installation of any erosion control devices, the Design-Build Team shall verify boundaries of jurisdictional areas and ESA areas in the field, and delineate with Safety Fence or flagging. For guidance on Safety Fence and flagging in jurisdictional areas, see:

https://connect.ncdot.gov/resources/roadside/Pages/Field-Operations-Documents.aspx

T. Once RFC Erosion and Sedimentation Control Plans are issued, any major design change or addition, any change that involves calculations, and any addition, deletion, or relocation of a sediment basin shall be submitted to the NCDOT Roadside Environmental Unit, via the Alternative Delivery Unit, for review and acceptance. Minor changes such as moving silt fence, adding or moving temporary ditches (unless adding new runoff flow to a sediment basin), and adding or moving slope drains shall be reviewed in the field by the Engineer for the entire project.

U. All erosion control measures with stone extending beyond the construction limits shall be considered temporary fill. If impacted wetland areas are permitted as Hand Clearing, then the aforementioned temporary fill shall be permitted as Temporary Fill in Hand Cleared Areas for Erosion Control. (Reference the Environmental Permits Scope of Work found elsewhere in this RFP)

V. Sediment basins that drain directly into jurisdictional water or have a total drainage area of one acre or more shall be designed and constructed with outlet structures that only withdraw water from the surface. For sediment basins that do not drain directly into jurisdictional water and have less than one acre of total drainage area, surface dewatering outlets or stone outlets may be provided.

W. In accordance with the requirements noted herein, the Design-Build Team shall be responsible for erosion control design, erosion control plans, erosion control plan implementation and maintenance of erosion control measures for all utility installation and relocation work performed by the Design-Build Team. To ensure that the Design-Build Team's erosion control designs, erosion control plan implementation and / or maintenance of erosion control measures do not conflict with the erosion control design, erosion control plan implementation and / or maintenance of erosion control measures for utility installation and / or relocation work performed by others, the Design-Build Team shall coordinate with the utility companies performing Utilities by Others (UBO) work.

X. Structural controls installed to manage construction materials stored or used on site shall be shown on the Erosion and Sedimentation Control Plans in compliance with Section F, Materials Management of the current version of the NCG-010000 General Construction Permit.

Y. The Design-Build Team shall conduct monthly litter pick-up and disposal of construction and non-construction waste within the project limits and as directed by the Engineer. Disposal of these waste materials shall be in accordance with local and state regulations.

On the pickup date, the Design-Build Team shall report the number of bags of litter and all recycling collected on the following NCDOT Litter Management website:

https://apps.ncdot.gov/LM

An access code ('Pickup Key') for the online reporting portal may be obtained via emailing the Roadside Environmental Unit Litter Management Section at **ncdot.clr@ncdot.gov**. Prior to starting initial litter collection operations, the Design-Build Team shall request access to the litter removal reporting website and obtain an access code.

Z. Ground Cover Stabilization Requirements - NCG010000 (7 - 14 Days)

Ground cover stabilization shall comply with the timeframe guidelines specified by the current version of the North Carolina Department of Environmental Quality, Division of Water Resources NCG-010000 General Construction Permit. Excluding the slopes noted below, temporary and permanent ground cover stabilization shall be provided within seven calendar days from the last land-disturbing activity. The Design-Build Team shall label all slopes subject to the seven-day ground cover stabilization requirements on all Erosion and Sedimentation Control Plans submitted to the Department for review and acceptance.

For the slopes noted below, temporary and / or permanent ground cover stabilization shall be provided within 14 calendar days from the last land-disturbing activity:

Slopes between 2:1 and 3:1, with a slope length of ten feet or less
Slopes 3:1 or flatter, with a slope length of 50 feet or less
Slopes 4:1 or flatter

Temporary and / or permanent ground cover stabilization shall be provided in accordance with the provisions in this RFP, the Vegetation Management Procedure developed by the Design-Build Team and the current version of the NCG-010000 General Construction Permit.

AA. Additional Ground Cover Stabilization Requirements

Once the Design-Build Team identifies the area for stabilization due to inactivity, the Design-Build Team shall obtain concurrence from the Engineer and adhere to the following options based on the estimated amount of time the area will remain inactive. If the area stabilized exceeds the estimated timeframe, the Design-Build Team shall implement the next level of stabilization as directed by the Engineer.

All application rates noted below are in pounds per acre.

Short Term Stabilization - For areas that will remain inactive for up to 21 days

Erodible areas shall be stabilized utilizing non-vegetative cover. Non-vegetative cover options include straw mulch, hydraulic applied erosion control products or rolled erosion control products. If straw mulch is used, it shall provide 100% groundcover and be tacked sufficiently to hold the mulch in place for the duration of the inactive period. All other methods shall be installed according to the manufacturer's directions.

Mid-Term Stabilization -For areas that will remain inactive for up to 90 days

Erodible areas shall be stabilized utilizing the following stabilization protocol:

March 1 - August 31	**September 1 - February 28**
50# German or Browntop Millet	50# Rye Grain
500# Fertilizer	500# Fertilizer
4000# Limestone	4000# Limestone

At the Engineer's sole discretion, the use of limestone may be eliminated for Mid-Term (temporary) seeding. The Design-Build Team shall consult with, and obtain written approval from, the NCDOT Roadside Environmental Unit prior to eliminating limestone.

Upon obtaining written approval from the Engineer, the Design-Build Team may use wood mulch and / or ground clearing and grubbing debris as an option for Mid-Term Stabilization. If approved, the aforementioned mulch and / or debris shall be installed at a thickness that prevents erosion.

Long Term Stabilization - For areas that will remain inactive for more than 91 days

Erodible areas shall be stabilized utilizing the following stabilization protocol:

All Roadway Areas

March 1 - August 31	**September 1 - February 28**
50# Tall Fescue Cultivars *	50# Tall Fescue Cultivars *
10# Centipede	10# Centipede
25# Bermudagrass (hulled)	35# Bermudagrass (unhulled)
500# Fertilizer	500# Fertilizer
4000# Limestone	4000# Limestone

Riparian and Wetland Locations

March 1 - August 31	**September 1 - February 28**
18# Creeping Red Fescue Cultivars **	18# Creeping Red Fescue Cultivars **
6# Indiangrass	6# Indiangrass
8# Little Bluestem	8# Little Bluestem
4# Switchgrass	4# Switchgrass
25# Browntop Millet	35# Rye Grain
500# Fertilizer	500# Fertilizer
4000# Limestone	4000# Limestone

Areas Beyond the Mowing Pattern, Waste and Borrow Areas

March 1 - August 31	**September 1 - February 28**
75# Tall Fescue Cultivars *	75# Tall Fescue Cultivars *
25# Bermudagrass (hulled)	35# Bermudagrass (unhulled)
500# Fertilizer	500# Fertilizer
4000# Limestone	4000# Limestone

*** Approved Tall Fescue Cultivars**

06 Dust	Escalade	Kalahari	Serengeti
2nd Millennium	Essential	Kitty Hawk 2000	Shelby
3rd Millennium	Evergreen 2	Legitimate	Shenandoah III
Avenger	Faith	Lexington	Shenandoah Elite
Bar Fa	Falcon IV	LifeGuard	Sheridan
Barlexas	Falson NG	LSD	Sidewinder
Barlexas II	Falcon V	Magellan	Signia
Barrera	Fat Cat	Masterpiece	Silver Hawk
Barrington	Fesnova	Millennium SRP	Skyline
Barrobusto	Fidelity	Monet	Solara
Barvado	Finelawn Elite	Mustang 4	Southern Choice II
Biltmore	Finelawn Xpress	Naturally Green	Speedway
Bingo	Finesse II	Ninja 2	Spyder LS
Bizem	Firebird	Ol' Glory	Sunset Gold
Black Tail	Firecracker LS	Padre	Taccoa
Blackwatch	Firenza	Patagonia	Tahoe II
Blade Runner II	Five Point	Pedigree	Talladega
Bonsai	Focus	Picasso	Tanzania
Braveheart	Forte	Piedmont	Temple
Bravo	Garrison	Plantation	Terrano
Bullseye	Gazelle II	Proseeds 5301	Thor
Cannavaro	GLX Aced	Prospect	Thunderstruck
Catalyst	Gold Medallion	Quest	Titanium LS
Cayenne	Grande 3	RainDance	Titan LTD
Cezanne RZ	Greenbrooks	Raptor II	Tracer
Chipper	Greenkeeper	Rebel IV	Traverse SRP
Cochise IV	Gremlin	Rebel Exeda	Trio
Constitution	Greystone	Rebel Sentry	Tulsa Time
Corgi	Guardian 21	Regenerate	Turbo
Corona	Guardian 41	Regiment II	Turbo RZ
Coyote	Hemi	Rembrandt	Tuxedo
Cumberland	Honky Tonk	Rendition	Ultimate
Darlington	Hot Rod	Reunion	Umbrella
DaVinci	Hunter	Rhambler 2 SRP	Van Gogh
Desire	Inferno	Riverside	Venture
Diablo	Integrity	RNP	Watchdog

Dominion	Jaguar 3	Rocket	Wolfpack II
Dynamic	Jamboree	Saltillo	Xtremegreen
Dynasty	Justice	Scorpion	

**** Approved Creeping Red Fescue Cultivars**

Aberdeen	Boreal	Epic	Cindy Lou

From January 1 – December 31, the Design-Build Team shall apply an additional 20# of Sericea Lespedeza on cut and fill slopes 2:1 or steeper.

Fertilizer shall be 10-20-20 analysis or a different analysis that provides a 1-2-2 ratio applied at a rate that provides the same amount of plant food as a 10-20-20 analysis and as directed.

Soil Analysis

If vegetation establishment indicates a deficiency in soil nutrients or an incurred pH level is present, the Design-Build Team shall take soil samples and apply additional soil amendments to the affected area and as directed.

Fertilizer Topdressing

In accordance with the requirements noted below, the Design-Build Team shall apply a minimum of one Fertilizer Topdressing application to all permanently seeded areas immediately prior to completion of the project, twice during every growing season from April 1st through September 30th, and at other times as directed.

Fertilizer used for topdressing shall be 10-20-20 analysis applied at a rate of 500 pounds per acre; or a different analysis that provides a 1-2-2 ratio applied at a rate that provides the same amount of plant food as a 10-20-20 analysis and as directed.

Fertilizer used for waste and borrow areas shall be 16-8-8 grade applied at a rate of 500 pounds per acre; or a different analysis that provides a 2-1-1 ratio applied at a rate that provides the same amount of plant food as a 16-8-8 analysis and as directed.

Supplemental Seeding

For all supplemental seeding, the kinds of seed and proportions shall be the same as specified above for *Long Term Stabilization*. The rate of application for supplemental seeding shall be between 25# to 75# per acre. Prior to topdressing, the Design-Build Team shall determine the actual rate per acre for supplemental seeding and submit the supplemental seeding rate and areas to the Department for review and acceptance.

To prevent disturbance of existing vegetation, minimum tillage equipment, consisting of a sod seeder, shall be used to incorporate seed into the soil where degree of slope allows.

Where degree of slope prevents the use of a sod seeder, a clodbuster (ball and chain) may be used.

Mowing

The Design-Build Team shall, at a minimum, mow areas not under active construction within the project limits within 14 calendar days prior to the Memorial Day, Independence Day, Labor Day, and Veterans Day holidays, and as directed by the Engineer.

Monthly litter management cleanups shall be timed to occur just prior to planned mowing activities. With prior written approval, mowing dates may be modified to occur with Division mowing cycles. The Design-Build Team shall conduct an additional project mowing prior to final acceptance, as directed by the Engineer.

The minimum mowing height shall be four inches.

EROSION CONTROL COORDINATION MEETINGS

Preliminary Construction Meeting

Prior to any land disturbing activity, the Engineer will schedule a meeting with Division construction personnel, Design-Build Team senior management, Design-Build Team project staff, NCDOT project staff, consultant engineering / inspection staff, NCDOT Construction Unit, NCDOT Roadside Environmental Unit, Land Quality, Department of Water Resources and any other party associated with activities that impact the overall effectiveness of the project's erosion control.

During this meeting, the attendees shall review the Design-Build Team's Traffic Control Plans and identify potential erosion control issues. All attendees will provide comments, recommendations and supportive information to help facilitate resolution to the aforementioned potential erosion control issues.

Construction Meetings

Once construction begins, the Engineer will schedule monthly meetings to review the erosion control status. All parties listed above for the Preliminary Construction Meeting shall participate in these monthly construction meetings.

During the construction meetings, the erosion control efforts / issues to date will be reviewed and discussed. Additionally, the upcoming construction phases will be reviewed to identify potential erosion control issues. After the construction meeting, a project review may occur to identify site specific issues and identify solutions. The Design-Build Team shall be responsible for all actions, corrections and / or resolutions resulting from the construction meetings and / or subsequent site visits.

The NCDOT senior management will discuss issues that are repeatedly identified on inspection reports and / or discussed during the construction meetings with the Design-Build Team's senior management.

If project activities do not change the erosion control status / conditions, the Engineer may elect to change the construction meeting frequency or cancel a meeting.

EROSION CONTROL DAMAGES

The Design-Build Team shall observe and comply with Federal and State Laws, Local Laws, Ordinances, and Regulations; as well as Orders and Decrees of Bodies having any jurisdiction or authority in accordance with Section 107 of the 2024 NCDOT *Standard Specifications for Roads and Structures (Standard Specifications)*.

The Design-Build Team shall take all reasonable precautions to comply with all regulations of all authorities having jurisdiction over public and private land governing the protection of erosion and sedimentation. Any fines, remediation required or charges levied against the Department for failing to comply with all rules and regulations concerning erosion and sediment control, due to the Design-Build Team's negligence, carelessness, or failure to implement the Erosion and Sedimentation Control Plans and Specifications; or failure to maintain an approved Storm Water Pollution Prevention Plan (SWPPP), regardless of absence of neglect, shall be deducted from monies due the Design-Build Team. In addition to said fines, remediation required, or charges levied, any associated engineering costs or actions taken by the Department in order for the Department to comply with rules and regulations, as a result of the Design-Build Team's negligence, carelessness, or failure to implement the Erosion and Sedimentation Control Plans and Specifications; and / or the SWPPP, regardless of absence of neglect, shall be deducted from the monies due to the Design-Build Team.

ENVIRONMENTAL PERMITS SCOPE OF WORK (04-2-2026)

General

The Design-Build Team shall prepare all designs and documents necessary for the Department to obtain the environmental permits, if required, for the project construction. For impacts to jurisdictional features, permit applications shall be required for the US Army Corps of Engineers (USACE) Section 404 Permit, the NC Department of Environmental Quality (DEQ) Division of Water Resources (NCDWR) Section 401 Water Quality Certification, and the NCDWR Tar-Pamlico Riparian Buffer Certification (if applicable).

To avoid potential impacts to endangered aquatic species, ground disturbing activity should be limited to the maximum extent practicable within 100 feet of the Tar River. Also, erosion control measures detailed within the NCDOT "Design Standards in Sensitive Watersheds (15A NCAC 04B.0124) should be employed during all phases of construction.

Excluding investigative borings covered under a Nationwide Permit No. 6, the Design-Build Team shall not begin ground-disturbing activities, including utility relocations, in jurisdictional areas until the environmental permits have been issued.

In accordance with the following, the Design-Build Team may perform geotechnical investigative borings covered under a Nationwide Permit No. 6:

- The Design-Build Team shall coordinate with the Alternative Delivery Unit to determine if a Preconstruction Notification (PCN) is required for the Nationwide Permit No. 6.
- If a PCN is required, the Design-Build Team shall submit all necessary documents and forms to the Alternative Delivery Unit for submittal to the appropriate agencies; and shall not perform any geotechnical investigative work within the jurisdictional resource(s) requiring a PCN prior to obtaining the required approval.
- If a PCN is not required, the Design-Build Team may proceed with geotechnical investigations inside and outside jurisdictional resources, provided all of the Nationwide Permit No. 6 General Conditions are followed.

The Design-Build Team may begin construction activities prior to obtaining the aforementioned environmental permits provided that (1) the Department has reviewed and accepted the appropriate design submittal(s); (2) the Department is notified in writing and provides written approval prior to beginning work; (3) the Design-Build Team coordinates with the Department to ensure federally-protected species surveys have been performed and resolved, and that the Department has received concurrence from the U.S. Fish and Wildlife Service, to document compliance with Section 7 of the *Endangered Species Act*, for those species requiring such concurrence, and (4) such activities are outside jurisdictional resources. The Design-Build Team is encouraged to advance as many construction activities as possible outside jurisdictional resources prior to issuance of the environmental permits. The Design-Build Team shall indicate the specific construction activities that will occur outside jurisdictional resources prior to obtaining the environmental permits and their anticipated start date in the Technical Proposal.

The Department will not allow any direct contact between the Design-Build Team and representatives of the environmental agencies. No contact between the Design-Build Team and the environmental agencies shall be allowed either by phone, e-mail or in person, without representatives of the Department's Environmental Analysis Unit (EAU) - Environmental Coordination and Permitting Group (ECAP) or the Division's Environmental Officer (DEO) present. A representative from the Alternative Delivery Unit shall be included on all correspondence.

Unless otherwise noted in this RFP, the Design-Build Team shall be bound by the terms of all signed planning documents and shall be held accountable for meeting all permit conditions. The Design-Build Team shall staff any personnel necessary to provide permit compliance. If the Design-Build Team discovers any previously unknown historic or archeological resources while conducting the authorized work, the team shall immediately suspend activities in that area and notify, in writing, the Alternative Delivery Unit, NCDOT Historic Architecture Team Leader, NCDOT Archaeology Team Leader and the NCDOT Division Project Development Engineer.

Permit Application Process

It shall be the Design-Build Team's responsibility to acquire information and prepare permit drawings that reflect the impacts and minimization efforts as designed. Further it shall be the Design-Build Team's responsibility to provide these permit impact sheets (drawings) depicting the design and construction details to the Department as part of the permit application. The Design-Build Team shall be responsible for developing the permit application for all jurisdictional impacts. The permit application shall include all borrow or waste sites. The permit application shall consist of, at a minimum, the following:

- Cover Letter
- Pre-Construction Notification (PCN) – only if Nationwide Permit
- Engineer Form (ENG 4345) – only if Individual Permit
- Permit drawings
- Permit drawing displaying topography
- Half-size plans
- Vicinity Map
- Impact Summary Tables

Upon completion of the permit application package, the Design-Build Team shall forward the package to the Alternative Delivery Unit, Resident Engineer, Division Environmental Officer (DEO), Hydraulics Unit and EAU-ECAP concurrently for review and acceptance. The Department will subsequently forward the package to the appropriate agencies for approval.

Any temporary construction measures, including de-watering, construction access, etc. shall be addressed in the permit application. Impacts that result from so-called temporary measures may not be judged to be temporary impacts by the agencies.

Agency review time will be approximately 60 days from receipt of a "complete" package.

Mitigation Responsibilities

Compensatory mitigation for unavoidable impacts to wetlands, surface waters, and riparian buffers resulting from project construction will be provided from assets from NCDOT managed sites or from the N.C. Division of Mitigation Services. The Design-Build Team will not be responsible for any portion of the work performed at these mitigation sites.

Should additional jurisdictional impacts (beyond those being secured by the Department) result from revised design/construction details, obtaining suitable compensatory mitigation for wetlands, and/or streams shall be the sole responsibility of the Design-Build Team.

Any areas outside of the approved study limits to be impacted and which was not analyzed during the NEPA process shall be analyzed according to said criteria. This analysis shall include performing all environmental assessments. These assessments require the Design-Build Team to engage the services of a competent environmental consultant to conduct a full environmental investigation to include, but not be limited to, Federally listed Threatened and Endangered Species, wetlands, streams, avoidance and minimization in jurisdictional areas, compensatory mitigation and historical, archaeological, and cultural resources surveys in these areas. In addition the Design-Build Team shall identify additional mitigation required.

Commitments

All work by the Design-Build Team shall be accomplished in strict compliance with the plans submitted with the Section 404 and 401 / Buffer permit applications and in compliance with all conditions of all permits and certifications issued by the agencies. The Design-Build Team shall provide each of its contractors and / or agents associated with the construction or maintenance of this project with a copy of the permits.

PUBLIC INVOLVEMENT AND INFORMATION SCOPE OF WORK (4-23-26)

General

NCDOT will take the lead role on this project and be responsible for the public involvement and information efforts, through the Department's Public Involvement Group and Communications Office, respectively. At a minimum, the Design-Build Team shall designate a single contact for public involvement and information inquiries / coordination.

The Design-Build Team shall hold an initial project coordination meeting with NCDOT at least six weeks prior to the start of construction to discuss project impacts to the public. This information will be used by the Department to create a Public Involvement and Information Plan.

The Design-Build Team shall prepare all required design maps in accordance with the Public Involvement Map Information Guide and Public Hearing Map Checklist located at the following website:

https://connect.ncdot.gov/projects/Roadway/Pages/Guidelines--Standards.aspx

The Department will develop, with assistance from the Design-Build Team, the specific list of target audiences for this project. The following groups are identified as typical target audiences to receive informational materials:

- Governmental agencies;
- Municipalities directly affected by construction;
- Transportation services;
- Emergency services;
- Hospitals;
- Neighborhood groups and private homes;
- Industry and businesses;
- Chamber of Commerce(s);
- Individual schools affected by the project;
- County / City school systems, and;
- Any other organization as deemed necessary by the Department.

The Department will be responsible for establishing, creating, maintaining and updating a project website. However, throughout the project duration, the Design-Build Team shall coordinate public involvement activities with the NCDOT Public Involvement Officer assigned to the project; and provide weekly updates, photos and other needed announcements to the Communications Officers to ensure the accuracy of the aforementioned project website.

The Design-Build Team shall discuss in the Technical Proposal their approach to providing the public access to project personnel for inquiries on vehicular and pedestrian traffic impacts.

The Design-Build Team shall include in their lump sum bid for the project all costs associated with their involvement in the Public Involvement and Information Scope of Work.

Public Involvement

Unless noted otherwise elsewhere in this RFP, the NCDOT Public Involvement Group will be responsible for the activities noted below:

- Organizing public meetings, including venue selection, reservation and fee
-
- Soliciting and administering advertisements, as deemed necessary
- Mailings to the identified target audiences, including postage
- If necessary, developing and producing informational print materials for Limited English Proficiency (LEP) outreach
- Web page updates related to public involvement efforts

The Design-Build Team shall be responsible for corridor and design public hearing maps, developing and producing informational print materials for all meetings and workshops.

To ensure that project information can be distributed to the public using standard methods, including but not limited to newspaper notices, the Design-Build Team shall coordinate with the Public Involvement Officer assigned to the project.

The Design-Build Team shall also coordinate with the NCDOT Public Involvement Officer and Communications Officer to promote public awareness for this project. The amount of public involvement required for this project shall be directly based on the Design-Build Team's Transportation Management Plans and construction details. The Design-Build Team's responsibilities shall include, but are not limited to, the following:

- Assisting the Department in the development of the target audience area;
- Providing information requested by the Public Involvement Officer to develop and produce informational printed and digital materials for all meetings;
- Developing and providing design public hearing maps for presentation at all public meetings;
- Providing details surrounding the impacts to the public;
- At a minimum, providing monthly operational updates to the Division, Communications Officers, Public Involvement Team and the Alternative Delivery Unit. The Department will use the monthly operational updates for posting to the webpage and dissemination to subscriber lists by email; and to the Communications Officers for dissemination to the project area residents via press release or social media as deemed appropriate, during construction, to update stakeholders on the status of the project and upcoming construction activities;
- Providing advance notice to the Department of upcoming project impacts;
- Providing initial, prior to construction, drone footage of the project and monthly drone coverage once construction begins;
- Attending and / or speaking at public meetings, and;
- Hand delivery of time sensitive informational materials.

The minimum public involvement requirements for the Design-Build Team solely associated with the Transportation Management Plans shall include, but are not limited to the following:

- Public Meetings – Attend and speak at a Beginning of Construction meeting for area businesses and residents.

Public Information

Unless noted otherwise elsewhere in this RFP, the NCDOT Communications Officers will be responsible for the activities noted below:

- Providing and / or reviewing and approving media announcements, including social media;
- Scheduling interviews, as needed, and;
- Website updates related to project progress.

To ensure that project information can be distributed to the public using standard methods including, but not limited to, notifying media outlets and updating the project website, the Design-Build Team shall inform the Department at least thirty (30) calendar days in advance of any construction activity that will significantly impact the public. These activities shall include, but are not limited to, the start of construction, major traffic shifts, road closures, ramp closures, detours, night work and project completion.

Coordination

Prior to construction the Design-Build Team shall provide monthly updates to the Division and Communications Officer. Throughout construction, the Design-Build Team contact shall provide weekly updates to the Communications Officer, including, but not limited to, traffic control phasing, graphic illustrations, and project pictures.

TRAFFIC MANAGMENT SCOPE OF WORK (5-26-26)

LAWS, STANDARDS, AND SPECIFICATIONS

The Design-Build Team shall design the Traffic Management Plan (TMP) in accordance with the requirements of this RFP and the version of the standards listed below that are effective on the Technical Proposal submittal date.

- 2024 NCDOT *Standard Specifications for Roads and Structures (Standard Specifications)*
- 2024 NCDOT *Roadway Standard Drawings (Standard Drawings)*
- FHWA *Manual on Uniform Traffic Control Devices* (MUTCD) 11th Edition
- NCDOT *Supplement to the Manual on Uniform Traffic Control Devices* (NCSMUTCD)
- AASHTO *A Policy on Geometric Design of Highways and Streets*
- NCDOT *Roadway Design Manual*
- AASHTO *Roadside Design Guide*
- Americans with Disabilities Act of 1990 (ADA)
- FHWA *Standard Highway Signs*
- NCDOT *Design-Build Submittal Guidelines*
- FHWA *Rule on Work Zone Safety and Mobility* (23 CFR 630 Subpart J and K)
- Transportation Research Board *Highway Capacity Manual*
- NCDOT *Transportation Management Plans Design Manual*

References

The Design-Build Team shall use the references provided on the site below as supplementary guidelines and requirements for the design and implementation of the TMP.

https://connect.ncdot.gov/projects/WZTC/

Prequalification

The Design-Build Team shall select a Private Engineering Firm (PEF) that has experience developing TMPs on comparable projects for the North Carolina Department of Transportation (NCDOT) and prequalified through NCDOT in Work Code 00541 (Traffic Management Plan - Level 1 and 2) and maintains prequalification throughout the project duration.

TRAFFIC MANAGEMENT PLANS

Design Parameters

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

1. Maintain existing lane and shoulder widths on all two-lane roadways.

2. Maintain access to all residences, schools, emergency services and businesses at all times. Prior to incorporation, obtain written approval from the Engineer on the method to maintain access.

3. Minimize the construction equipment required to be on the existing Greenway Path. Repair any damaged pathway caused by construction equipment.

Traffic Management Plan Requirements

The Design-Build Team shall develop Traffic Management Plans that maintain all types of traffic (motorists, bicyclists, and pedestrians within the highway, including persons with disabilities in accordance with the Americans with Disabilities Act of 1990 (ADA), Title II, Paragraph 35.130) as defined by the *Manual for Uniform Traffic Control Devices (MUTCD).*

The Traffic Management Plans shall adhere to the "Design-Build Submittal Guidelines" and the "Guidelines for Preparation of Traffic Control and Pavement Marking Plans for Design-Build Projects", which by reference are incorporated herein and are a part of the contract. These documents are available on the Design-Build website.

The Work Zone Traffic Control website contains useful information that may be needed for the design of the Traffic Management Plans.

https://connect.ncdot.gov/projects/WZTC/

LANE AND ROAD CLOSURE NOTIFICATION

Lane Closure Notice (LCN)

For the first instance of lane closures, the Design-Build Team shall issue a LCN to NCDOT and affected government entities a minimum of thirty (30) calendar days prior to the publication of any notices or placement of any traffic control devices associated with lane closures, detour routing, or other change in traffic control requiring lane closures. The Design-Build Team shall issue a LCN to NCDOT on a weekly basis for subsequent lane closures for the duration of the project. The Design-Build Team will be allowed to issue a single LCN for multiple / consecutive lane closures that occur in the same location. For an LCN utilizing a non-NCDOT controlled facility, the Design-Build Team shall secure concurrence, in writing, from the controlling government entity.

An LCN shall contain the estimated date, time, duration, and location of the proposed work. The Design-Build Team shall keep NCDOT informed of any and all changes or cancellations of proposed lane closures prior to the date of their implementation.

If an emergency condition should occur, an LCN shall be provided to NCDOT within two (2) days after the event. For non-NCDOT controlled facilities, the Design-Build Team shall immediately notify the controlling government entity.

Road Closure Notice (RCN)

Proposed road closures on any road shall be approved by the Engineer prior to incorporation in the TMP and shall adhere to the following requirements:

- Unless allowed otherwise elsewhere in this Scope of Work, all roads shall remain open.
- The Design-Build Team shall not concurrently close roads with overlapping detours.

Unless required otherwise by this RFP, the Design-Build Team shall issue an RCN to NCDOT and affected government entities a minimum of thirty (30) calendar days prior to the publication of any notices or placement of any traffic control devices associated with road closures, detour routing, or other change in traffic control requiring road closures. For a RCN utilizing a non-NCDOT controlled facility, the Design-Build Team shall secure concurrence, in writing, from the controlling government entity.

An RCN shall contain the estimated date, time, duration, and location of the proposed work. The Design-Build Team shall keep NCDOT and any other affected government entity informed of any and all changes or cancellations of proposed road closures prior to the date of their implementation.

If an emergency condition should occur, an RCN shall be provided to NCDOT within two (2) days after the event. For non-NCDOT controlled facilities, the Design-Build Team shall immediately notify the controlling government entity.

GENERAL DESIGN AND CONSTRUCTION REQUIREMENTS

Maintenance of Access

The Design-Build Team shall maintain pedestrian accommodations in accordance with the NCDOT's guidelines found on the website below.

https://connect.ncdot.gov/projects/WZTC/Pages/PedSafety.aspx

The Americans with Disabilities Act of 1990 (Title II, Paragraph 35.130) and the MUTCD (Sections 6D.01 and 6D.02) require that the needs and control of pedestrians, including persons with disabilities, through a work zone be an essential part of roadway construction, utility work, and maintenance operations. The Design-Build Team is responsible for following the *NCDOT*

Guidelines for the Level of Pedestrian Accommodation in Work Zones and meeting the requirements of the MUTCD and the ADA.

Traffic Control Supervisor

The Design-Build Team shall furnish a Traffic Control Supervisor for the project who is knowledgeable of TMP design, devices, and application, and has full authority to ensure traffic is maintained in accordance with the plans and specifications.

The Traffic Control Supervisor shall be on the project site overseeing all road closures and median crossover operations to ensure traffic control devices are properly installed and adjusted as necessary. The Traffic Control Supervisor shall also make necessary changes to the traffic control operations and aid in the monitoring of traffic queuing.

The Design-Build Team shall identify a Traffic Control Supervisor in their Technical Proposal that has the following qualifications:

- A minimum 24 months of On-the-Job Training in supervision and work zone set up and implementation on similar projects.

- Be certified by an approved NCDOT training provider. If the Design-Build Contractor or their traffic control subcontractor is approved by NCDOT to train their own staff, a notarized certification letter shall be furnished to the Engineer at the preconstruction meeting. The letter shall state certification and re-certification dates. It shall also state the Traffic Control Supervisor has the knowledge and experience as well as the authority to ensure traffic is maintained in accordance with the contract documents.

The Traffic Control Supervisor for the project shall perform the following:

- During construction, be available or on call 24 hours per day, 7 days per week to address mobility and / or safety concerns within the work zone and direct / make any necessary changes in the traffic control operations in a timely and safe manner. The Design-Build Team shall provide NCDOT the name of the Traffic Control Supervisor and support personnel, and the phone number(s) where they can be reached 24 hours per day, seven days per week.

- Coordinate and cooperate with traffic control supervisors of adjacent, and overlapping construction projects, as well as construction projects in proximity to the subject project, to ensure safe and adequate traffic control is maintained throughout the project at all times, including periods of construction inactivity.

- Coordinate and cooperate with the NCDOT Division Incident Management staff and Resident Engineer.

- Coordinate and cooperate with the NCDOT Eastern Traffic Management Center (TMC) and the Statewide Transportation Operations Center (STOC) to ensure proper messages are displayed on the DMSs controlled by the NCDOT Eastern TMC and STOC.

- Coordinate with Hospitals, EMS, Fire Departments, and Law Enforcement throughout construction to alert these entities to traffic control impacts that may affect their services.

- Prior to the start of construction activities that could result in school bus delays, coordinate with Pitt County Schools.

- Provide traffic control setup that ensures safe traffic operations and workers' safety throughout the construction area.

- Attend all scheduled traffic control coordination meetings, as required by the Engineer.

- Monitor traffic delays and backups within the work zone.

- Ensure all employees working inside NCDOT right of way have received the proper training appropriate to the job decisions each individual is required to make.

Work Zone Installer

The Design-Build Team shall provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control devices within any highway right of way. The qualified work zone installer shall serve as crew leader and shall be on site and directing the installation and removal of temporary traffic control devices. If multiple temporary traffic control installations and / or removals are occurring simultaneously, then each crew leader shall be a qualified work zone installer.

The work zone installer shall be qualified by an NCDOT approved training agency in the safe and competent set up of temporary traffic control. For a complete listing of approved training agencies, reference the Work Zone Safety Training webpage noted below:

https://connect.ncdot.gov/projects/WZTC/Pages/Training.aspx

In accordance with Article 1101-14 of the *Standard Specifications*, a work zone supervisor may fulfill the role of the work zone installer during the setup, installation, and removal of temporary traffic control devices within any highway right of way, provided they are on site and directing the installation and removal of temporary traffic control devices.

At a minimum, all other individuals participating in the setup, installation, and removal of temporary traffic control devices within any highway right of way shall be certified as a qualified flagger in accordance with Article 1150-3 of the *Standard Specifications*, even if flagging is not being performed as part of the traffic control operation.

Prior to or at the preconstruction conference, the Design-Build Team shall provide the name and contact information of all qualified work zone installers to the Engineer. Additionally, the Design-Build Team shall provide a qualification statement that all other individuals participating in the setup, installation, and removal of temporary traffic control devices are qualified flaggers that have been properly trained through an NCDOT approved training agency.

The Work Zone Installer does not replace or change the requirements of the Traffic Control Supervisor described above.

Traffic Control Devices

The Design-Build Team shall use traffic control devices that conform to all NCDOT requirements and are listed on the NCDOT's Approved Products List (APL). The APL may be referenced on the website noted below:

https://apps.ncdot.gov/vendor/approvedproducts/

The use of any devices that are not shown on the Approved Product List shall require written approval from the State Traffic Management Engineer.

Excluding areas within 1,000 feet of a signalized intersection, channelizing device spacing shall not exceed a distance in feet equal to twice the posted speed limit. When channelizing devices are installed within 1,000 feet of a signalized intersection, their spacing shall not exceed a distance in feet equal to the posted speed limit. Channelizing devices shall be spaced ten feet on-center in radii. Channelizing devices shall be three feet off the edge of an open travelway when lane closures are not in effect. Skinny drums shall only be allowed as defined in Section 1180 of the *NCDOT Standard Specifications.*

Place Type II barricades, with "GREENWAY CLOSED" signs attached, of sufficient length to close entire greenway. Stagger or overlap barricades to allow for ingress or egress.

Traffic Barrier/Positive Protection

The Design-Build Team may use NCDOT approved temporary traffic barrier system / Positive Protection. Placement of temporary traffic barrier systems shall be shown on the TMP. If used, it must follow NCDOT requirements and be approved by the Work Zone Traffic Control Section. NCDOT can provide additional information regarding the requirements if the Design-Build Team chooses to use positive protection.

Traffic Pattern Alterations

The Design-Build Team shall notify the Engineer in writing at least thirty (30) calendar days prior to any traffic pattern alteration. In addition, the Design-Build Team should coordinate appropriate Public Information outreach as required by Engineer to ensure the public is aware of construction affecting the existing Greenway, and North Greene Street.

Lane and Shoulder Closure Requirements

The Design-Build Team shall 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 15 feet of an open travel lane, the Design-Build Team shall close the nearest open shoulder using NCDOT 2024 *Roadway Standard Drawing* No. 1101.04, unless the work area is protected by an approved temporary traffic barrier or guardrail.

When personnel and / or equipment are working within 5 feet of an open travel lane, the Design-Build Team shall close the nearest open travel lane using NCDOT 2024 *Roadway Standard Drawing* No. 1101.02, unless the work area is protected by an approved temporary traffic barrier or guardrail.

When personnel and / or equipment are working within a lane of travel of an undivided or divided facility, the Design-Build Team shall close the lane using the appropriate roadway standard drawing from the NCDOT 2024 *Roadway Standard Drawings.* The Design-Build Team shall conduct the work so that all personnel and / or equipment remain within the closed travel lane.

The Design-Build Team shall not work simultaneously within 15 feet on both sides of an open travelway, ramp, or loop within the same location unless protected with guardrail or barrier.

Impacts to Other Network Roadways

The Design-Build Team shall coordinate with the Division Maintenance Engineer, Resident Engineer, Division Traffic Engineer, and STOC to manage traffic operations within the work zone and other roadways within the network that may be affected by the work zone activities. Coordination shall include, but not be limited to, providing notification of planned lane or road closures, traffic detours, public information, traffic management, access management, and incidents.

On all roads, the Design-Build Team shall make all modifications to existing pavement markings, markers, and / or signing located outside the project limits that are necessitated by the TMP. Additionally, the Design-Build Team shall readjust the markings, markers, and / or signing located outside the project limits to the existing / proposed pattern when the temporary changes are no longer needed.

The Design-Build Team shall take steps to minimize disruptions to existing roadway facilities during construction and shall demonstrate in the TMP Concept how the traffic control phasing minimizes inconvenience to motorists on all roads.

Pavement Edge Drop off Requirements

Backfill at a 6:1 slope up to the edge and elevation of existing pavement in areas adjacent to an open travel lane that has an edge of pavement drop-off as follows:

- Backfill drop-offs that exceed 2 inches on roadways with posted speed limits of 45 mph or greater.

- Backfill drop-offs that exceed 3 inches on roadways with posted speed limits less than 45 mph.

- Backfill with suitable compacted material, as approved by the engineer, at no expense to the Department.

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches. Install advance warning "UNEVEN LANES" signs (W8-11) using recommended "A" distance in RSD 1101.11 Sheet 4 of 4, and a minimum of every half mile throughout the uneven area.

Signing

The Design-Build Team shall install advance work zone warning signs when work is within 40 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 Engineer unless the signs are necessary to provide warning of a hazard. Stationary work zone warning signs shall be covered with an opaque material that prevents reading of the sign at night by a driver traveling in either direction.

When portable signs are not in use for periods longer than 30 minutes, the Design-Build Team shall lay the portable work zone sign flat on the ground and collapse the sign stand and lay it flat on the ground.

The Design-Build Team shall install and maintain all detour signing and devices required for road closures. The Design-Build Team shall cover or remove all detour signs and devices required for road closures, within and outside of the project limits, when a detour is not in operation.

The Design-Build Team shall ensure proper signing is in place at all times during construction as required by the MUTCD. Guide signs shall be maintained and modified, as required by the TMP, throughout the entire project construction duration. Temporary or modified Type A or B guide signs may be stationary mounted on temporary supports or on a portable movable system. Temporary guide signs that are not overhead-mounted shall be installed such that the bottom of the sign is a minimum of 7 feet and no more than 10 feet above the pavement surface and shall

be rigid enough to withstand 90 MPH winds. Laterally, the outer edge of the guide sign shall not be more than 60 feet from the edge of travel. All temporary signing shall be shown on the TMP and / or Temporary Signing Plans to be reviewed and approved by the Work Zone Traffic Control Section and the Signing and Delineation Unit as appropriate, prior to incorporation.

Temporary Pavement Markings, Markers, and Delineation

The Design-Build Team shall install pavement markings and markers in accordance with the *Standard Specifications*, and in accordance with the manufacturer's procedures and specifications.

The Design-Build Team shall install temporary pavement markings and markers for temporary traffic patterns as follows:

Road	Marking	Marker
All Roads	Any Pavement Marking on the APL	Raised Temporary

By the end of each day's operation, and in accordance with the requirements above, the Design-Build Team shall conceal, remove, or mill and fill, as appropriate, all conflicting markings, replace all damaged markings, and remove / replace all conflicting / damaged markers.

Excluding pavement markings and markers not visible to traffic, conflicting pavement markings and markers shall be defined as any pavement marking or marker not being used for the current traffic pattern which is within six feet of any pavement marking required for the current traffic pattern.

The Design-Build Team shall tie proposed pavement marking lines to existing pavement marking lines. The Design-Build Team shall only use pavement marking and marker products that conform to all NCDOT requirements and are listed on the NCDOT APL. The use of any devices that are not shown on the NCDOT APL shall require written approval from the Alternative Delivery Unit prior to incorporation.

The Design-Build Team shall install temporary pavement markings that are the same width as existing pavement markings. For roadways that do not have existing pavement markings, the Design-Build Team shall install temporary pavement markings that are the same width required for the final pavement markings in the Pavement Markings Scope of Work found elsewhere in this RFP.

For all other pavement markings, the Design-Build Team shall maintain a minimum retroreflectivity for existing and temporary pavement markings at all times during construction as follows:

White: 125 mcd/lux/m2
Yellow: 100 mcd/lux/m2

When using Cold Applied Plastic Type 4 pavement markings, place temporary raised markers half on and half off edge lines and centerlines to help secure the tape to the roadway. Markers

shall be spaced an appropriate distance apart as described by the *Standard Drawing* No. 1250.01, Sheet 1.

The Design-Build Team shall trace existing and / or proposed monolithic island locations with the proper color pavement marking prior to removal and / or installation. The Design-Build Team shall place drums to delineate existing and / or proposed monolithic islands after the removal and / or before installation.

The Design-Build Team shall not place temporary markings other than Cold Applied Plastic Type 4 - Removable Tape on any final pavement surface unless the temporary markings are placed in the exact location of the final pavement markings, or an alternate approved by the Engineer.

Project Coordination

The Design-Build Team shall coordinate with all Contractors and NCDOT Resident Engineers in charge of any project in the vicinity of this project for any work that may affect the construction, traffic operations, and placement of temporary traffic control devices (including advance warning signs) on all roads within the project limits and associated with this project.

PROJECT REQUIREMENTS AND TIME RESTRICTIONS

All time restrictions and notes shall be included in the TMP General Notes, unless noted otherwise elsewhere in this RFP.

Intermediate Contract Times #1 for Holiday and Special Event Lane Narrowing and Closure Restrictions.

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

(a) Weekends from (and including) Memorial Day Weekend to (and including) Labor Day Weekend, between the hours of 7:00 a.m. Friday to 7:00 p.m. Monday.

(b) For New Year's between the hours of 7:00 a.m. December 31st to 7:00 p.m. January 3rd. If New Year's Day is on a Friday, Saturday, Sunday or Monday then until 7:00 p.m. the following Tuesday.

(c) For Easter, between the hours of 7:00 a.m. the Friday before Easter and 7:00 p.m. the Tuesday after Easter.

(d) For Memorial Day, between the hours of 7:00 a.m. the Friday before Memorial Day to 7:00 p.m. the Wednesday after Memorial Day.

(e) For Independence Day, between the hours of 7:00 a.m. July 3rd and 7:00 p.m. July 6th. If Independence Day is on a Friday, Saturday or Sunday, between the hours of 7:00 p.m. the Thursday before Independence Day and 7:00 p.m. the Tuesday after Independence Day.

(f) For Labor Day, between the hours of 7:00 a.m. the Friday before Labor Day to 7:00 p.m. the Wednesday after Labor Day.

(g) For Thanksgiving, between the hours of 7:00 a.m. the Tuesday before Thanksgiving to 7:00 p.m. the Tuesday of the following week.

(h) For Christmas, between the hours of 7:00 a.m. the Friday before the week of Christmas Day and 7:00 p.m. the following Tuesday after the week of Christmas Day.

Liquidated Damages for Intermediate Contract Time #1 for the above holiday and special event time lane narrowing and closure restrictions for a single lane on North Greene Street are $500.00 per hour or any portion thereof.

The time of availability for this intermediate contract time will be the time the Contractor begins to install traffic control devices required for the lane closure according to the time restrictions stated herein.

The completion time for this intermediate contract time will be the time the Contractor is required to complete the removal of traffic control devices required for the lane closures according to the time restrictions stated herein and restore traffic to a 2-lane, 2-way traffic pattern.

Hauling Restrictions

The Design-Build Team shall adhere to the hauling restrictions noted in the NCDOT *Standard Specifications*.

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

- The Design-Build Team shall not haul against the flow of traffic of an open travelway unless an approved temporary traffic barrier or guardrail protects the work area.
- The Design-Build Team shall address how hauling will be conducted in the Technical Proposal, including but not limited to, hauling of materials to and from the site and hauling of materials within NCDOT right of way.
- 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:

Facility	Days	Time Restrictions
All Roads	Monday through Friday	7:00 am to 9:00 am and 4:00 pm to 6:00 pm

UTILITIES COORDINATION SCOPE OF WORK

The Design-Build Team shall obtain the services of a Professional Services Firm (PSF) knowledgeable in the NCDOT Utility Coordination Process involved with utility relocation / installation and greenway construction. The PSF shall be prequalified through NCDOT for Utility Coordination (discipline code 00270). During the procurement phase and the life of the project, the Design-Build Team will only be allowed direct contact with the utility owners when the aforementioned PSF is present. The PSF shall be responsible for coordinating all utility relocations, removals, and/or adjustments where the Design-Build Team and Utility Company, with concurrence from the Department, determine that such work is essential for greenway safety and performance of the required greenway construction. Coordination shall be for all utilities whether or not they are specifically identified in this scope of work and shall include any necessary utility agreements, when applicable. NCDOT will be the approving authority for all utility agreements and approval of plans.

The Design-Build Team shall be responsible for verifying the utility locations, type of facilities, and identifying the utility owners in order to coordinate the relocation of any utilities, known and unknown, in conflict with the project.

After all utility conflicts have been identified by the Design-Build Team for the project, if requested by the Design-Build Team, the Department will write a letter to the affected utility owners introducing the project to the owners and requesting their cooperation with the Design-Build Team to adjust utilities in a timely manner.

The Design-Build Team shall be responsible for ensuring the utilities are relocated both horizontally and vertically, in accordance with the accepted utility relocation plans. Unless directed by the Department, additional compensation for coordination and relocations required after the initial relocation and any additional costs of the utility owner shall be the responsibility of the Design Build Team.

Cost Responsibility and Compensable Interest:

The Design-Build Team shall be responsible for relocating water and sewer facilities that have prior rights or other compensable interest; however, the cost of relocating these facilities, as well as any necessary design and permitting for these utilities, will be paid for as Extra Work in accordance with Article 104-8(A) of the January 2024 NCDOT *Standard Specifications for Roads and Structures*. The NCDOT will be responsible for all other non-betterment utility relocation costs when the utility owner has prior rights of way / compensable interest. The utility owner shall be responsible for the relocation costs if they cannot furnish adequate evidence of prior rights or a compensable interest in their facilities.

The Design-Build Team shall be responsible for evaluating and submitting recommendations for the cost responsibility (prior rights and compensable interests) for the utility relocations. A compensable interest for a conflicting utility is identified as follows:

(A) Existing or prior easement rights within the limits of the project, either by recorded right of way or adverse possession.

(B) Entities covered under *General Statute 136-27.1* and *136-27.2.* Statute requires NCDOT to pay the non-betterment cost for certain water, sewer and gas relocations.

The Design-Build Team shall be responsible for all costs associated with utility relocations due to haul roads and/or any other temporary conditions resulting from the Design-Build Team's methods of operation or sequence of work.

Water and Sewer:

The Design-Build Team shall obtain the services of a Professional Engineering Firm (PEF) to provide all water and sewer engineering design as required for the project. The PEF shall be prequalified through NCDOT for Public Water Distribution Systems (discipline code 00173), Public Water Transmission Systems (discipline code 00174), Sanitary Sewer Collection Systems (discipline code 00173), and Sanitary Sewer Outfall Systems (discipline code 00173).

If the Design-Build Team's design and/or construction require the relocation and / or protection of existing water or sewer facilities, designs shall be coordinated with the NCDOT Utilities Unit. The Design-Build Team shall submit Utility Construction Requests with justification, with the Utility Owner's requirements and the Utility Owner's commitment to cooperate with the Utility Unit, via the Alternative Delivery Unit. The Utility Owner's requirements and commitments shall be on the respective Utility Owner's letter head or email address. The Design-Build Team shall develop designs; prepare all plans for needed agreements and permits; submit permits directly to the agencies and obtain approval from the agencies. This design cost shall be reviewed by the NCDOT Utilities Unit to be approved for Extra Work.

Designs shall be coordinated with the NCDOT Utilities Unit. The Design-Build Team shall be responsible for submitting electronically the set (half size and full-size plans in pdf format) of utility construction drawings to the State Utilities Manager, via the Alternative Delivery Unit, for further handling. Each set shall include a title sheet, plan sheets, profiles and special provisions if required. Once approved by the State Utilities Manager, the Design Build Team will submit the plans to the agencies to obtain approval.

The relocation and / or protection of all water and sewer facilities shall be done in accordance with the NCDOT policies and the latest water and sewer design requirements / specifications of the appropriate Utility Owner. In the event of conflicting design parameters in the requirements noted above, the proposed design shall adhere to the most conservative values. The Design-Build Team may obtain the design requirements / specifications from the respective utility. The materials and appurtenances proposed by the Design-Build Team shall require approval by both the NCDOT Utilities Unit and the aforementioned appropriate utility owner prior to installation. This construction cost shall be reviewed by the NCDOT Utilities Unit to be approved for Extra Work.

Upon completion of the water and sewer relocations and protective measures, the Design-Build Team shall concurrently provide 1) lump sum construction costs for the relocations and protective measures that are separated by individual utility owner to the Department; and 2) electronic As-Built Plans to the Department and the utility owner. At a minimum, the As-Built Plans shall include all revisions that occurred during construction, as well as all field adjustments. The As-Built Plans shall be in accordance with NCDOT requirements or the utility owner's requirements, whichever is more

conservative. The As-Built Plans shall be provided in .pdf format and MicroStation format to the Department and in the CADD format required by the utility owner.

Utility Relocation Plans:

Excluding water and sewer conflicts, if the Design-Build Team's design and / or construction creates a utility conflict, the Design-Build Team shall request that the utility owner submit relocation plans (Greenway Construction Plans to be provided by the Design-Build Team to utility owners) that show existing utilities and proposed utility relocations for approval by the NCDOT. If Permanent Utility Easement (PUE) is required to relocate a utility, the PUE acquired will be the minimum area necessary to safely relocate the utility. Wetlands, Historical Areas and areas that can be shared with a Drainage/Utility Easement (DUE) or Aerial Utility Easement (AUE) shall be taken into account. If during the Departments review, the PUE is determined to be excessive the Department will request the PUE be reduced as necessary.

In .pdf format, the Design-Build Team shall electronically submit one half-size set and one full-size set of Utility Relocation Plans to the NCDOT State Utilities Manager, via the Alternative Delivery Unit, for review and approval. The Department shall approve the Utility Relocation Plans prior to any utility relocation work beginning. The Design-Build Team shall also be responsible for submitting the appropriate agreements to be used with the Utility Relocation Plans (See Agreements Section found elsewhere in this Scope of Work). After the review process is complete, the NCDOT Utilities Unit will submit an electronic copy of the authorization letter to the Design-Build Team. The NCDOT Utilities Unit will also submit an electronic copy of the approved Utility Relocation Plans, estimate and agreement to the Department's Resident Engineer. If the Utility Relocation Plans are approved subject to changes, it shall be the Design-Build Team's responsibly to coordinate these changes with the appropriate utility owner.

Work Performed by Design-Build Team for Utility Owners:

If the Design-Build Team elects to make arrangements with a utility owner for proposed utility construction not required herein, in which the Utility Owner shall be responsible for the costs of work to be performed by the Design-Build Team, the Design-Build Team shall be responsible for negotiating all costs associated with the proposed construction. Once the Design-Build Team and the Utility Owner agree on a plan and a lump sum estimated cost for the utility construction, the Design-Build Team shall be responsible for submitting electronically a set (half size and full size plans in .pdf format) of utility construction drawings to the State Utilities Manager, via the Alternative Delivery Unit, for further handling. Each set shall include a title sheet, plan sheets, profiles and special provisions, if required. Also, a letter from the Utility Owner agreeing to the plans and lump sum cost must accompany this package. The NCDOT will reimburse the Design-Build Team the estimated lump sum cost under a Supplemental Agreement if the cost responsibility is NCDOT. The necessary Utility Agreement to the Utility Owner for reimbursement shall be a two-party agreement between the NCDOT and the Utility Owner; and will be developed and executed by the Department.

If the Design-Build Team is requested, in writing, by a utility owner to relocate facilities not impacted by the project's construction, and/or betterment or incorporate new facilities as part of the greenway construction, designs shall be coordinated with the Utility Owner and NCDOT Utilities Unit. The associated design and construction costs shall be negotiated and agreed upon between the Design-

Build Team and the utility company. The Design-Build Team shall develop designs; prepare all plans for needed agreements and permits; submit permits directly to the agencies and obtain approval from the agencies. The Design-Build Team shall be responsible for all permit fees.

Cable TV (CATV):

The cost in relocating CATV due to the greenway construction shall be the responsibility of the CATV Company; however, 1) if the CATV Company can validate a recorded easement for facilities outside the maintained NCDOT right of way, the Department will bear the relocation expense; and 2) if the adjustment is needed on existing utility poles to accommodate a proposed NCDOT Traffic Management System Fiber Optic Communication Cable Project, the Design-Build Team shall be responsible for the relocation costs.

The NCDOT will not permit CATV to place poles within the highway rights of way but will allow down guys for their facilities within the highway rights of way. Under most circumstances, the CATV Company will continue a joint-use attachment with the local Power and Telephone Company. If the CATV proposed relocation places buried facilities within the highway rights of way, then plans and encroachment agreements shall be required by the NCDOT.

Bridge Attachments:

No attachment of utilities to bridges will be allowed.

General:

The Design-Build Team shall not commence work at points where the greenway construction operations are adjacent to utility facilities, until making arrangements with the utility company to protect against damage that might result in expense, loss, disruption of service or other undue inconvenience to the public or utility owner. The Design-Build Team shall be responsible for damage to the existing or relocated utilities resulting from the Team's operations. In the event of interruption of any utilities by the project construction, the Design-Build Team shall promptly notify the proper authority (Utility Owner) and cooperate with the owner in the prompt restoration of service.

If total property acquisition is unavoidable due to encroachment into wells and/or septic systems, then the Design-Build Team shall investigate and determine if extending water and/or sewer lines to the affected property is cost effective. If the Department concurs with the determination that a utility extension is cost effective, the costs associated with the utility construction shall be addressed in accordance with Article 104-7 of the January 2024 NCDOT *Standard Specifications for Roads and Structures*.

The Design-Build Team shall accommodate utility adjustments, reconstruction, new installation and routine maintenance work that may be underway or take place during the progress of the contract.

The Design-Build Team shall make arrangements to relocate water, sewer or gas facilities in which the entities are covered under General Statute 136-27.1 or 136-27.2 and/or occupy a compensable interest. If relocation of these facilities is required, a Use and Occupancy Agreement shall be executed through the Utilities Coordination Agent.

The Design-Build Team shall be required to use the guidelines as set forth in the following:

(A) NCDOT *Utilities Accommodation Manual*. Reference the website noted below for the current version:

https://connect.ncdot.gov/municipalities/Utilities/Pages/default.aspx

(B) *Federal Aid Policy Guide* - Subchapter G, Part 645, Subparts A & B

(C) *Federal Highway Administration's Program Guide, Utility Adjustments & Accommodations on Federal Aid Highway Projects*

(D) *NCDOT Construction Manual* Section 105-8

(E) *NCDOT Right of Way Manual* - Chapter 16 Utility Relocations

(F) *NCDEQ Public Water Supply* - Rules governing public water supply

(G) *NCDEQ Division of Water Resources* - Title 15A - Environment and Natural Resources

Agreements:

If a utility company can provide evidence of prior rights of way or a compensable interest in their facilities, the Design-Build Team shall coordinate the non-betterment utility relocation cost with the utility company and develop the Utility Relocation Agreement (URA).

The State Utilities Manager must execute approved agreements for this project. The URA and Encroachment Agreements are available from the NCDOT Utilities Unit. Reference the NCDOT Utilities Accommodation Manual for the different types of encroachment agreements available for use.

The Design-Build Utility Coordinator shall perform a preliminary analysis of the greenway project, identify potential utility conflicts and determine preliminary alignments and schedules for relocations for each utility company. The Design-Build Utility Coordinator shall provide the Utility Project Outline depicting this information to NCDOT Utilities Unit via the Alternative Delivery Unit, prior to Right-of-Way Plan submittal.

The Design-Build Team shall submit all agreements, and all supporting documents to the NCDOT State Utilities Manager, via the Alternative Delivery Unit, in electronic format. Prior to submittal, all agreements shall be signed electronically by an authorized representative of the utility owner. These electronic agreement packets will be reviewed, approved and signed electronically by the NCDOT State Utilities Manager, or designated representative, before being distributed to the field. The Design-Build Team shall utilize the NCDOT Standard Utility Encroachment Agreements, as necessary, in relocating utilities. The Utility Encroachment Agreements shall be used under the following conditions:

(A) If a utility company is not occupying a valid right of way / compensable interest and the proposed relocation will place the relocated utilities within the existing or proposed highway rights of way.

(B) For **all** new utility installations not covered under a Utility Agreement and within the existing or proposed highway rights of way. This includes all water, sewer and gas lines owned by entities covered under *General Statute 136-27.1* and *136-27.2.*

***** STANDARD SPECIAL PROVISIONS *****

AWARD OF CONTRACT

(1-16-18)(Rev. 4-10-24) 103 DB1 G01

Revise the 2024 *Standard Specifications for Roads and Structures* as follows:

Page 1-24, Subarticle 103-4(A) General, first paragraph, replace the 3rd and 4th sentences with the following:

Where award is to be made, the notice of award will be issued within 60 days after the opening of bids or upon issuance of any necessary debt instrument, whichever is later, but not to exceed 120 days; except with the consent of the successful proposer the decision to award the contract to such proposer may be delayed for as long a time as may be agreed upon by the Department and such proposer. In the absence of such agreement, the successful proposer may withdraw his bid at the expiration of 120 days without penalty if no notice of award has been issued.

HAUL ROADS

(7-16-24) 105 DB1 G04

Revise the *Standard Specifications* as follows:

Page 1-45, Article 105-15 RESTRICTION OF LOAD LIMITS, line 31, add the following after second sentence of the second paragraph:

At least 30 days prior to use, the Design-Build Team shall notify the Engineer of any public road proposed for use as a haul road for the project.

RESTRICTIONS ON ITS EQUIPMENT AND SERVICES

(10-2-20) DB01 G090

All telecommunications, video or other ITS equipment or services installed or utilized on this project must be in conformance with UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS **2 CFR, § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

EQUIPMENT IDLING GUIDELINES

(1-19-21) 107 DB1 R096

Exercise reduced fuel consumption and reduced equipment emissions during the construction of all work associated with this contract. Except as allowed otherwise elsewhere in this project special provision, employees engaged in the construction of this project should turn off vehicles when stopped for more than thirty (30) consecutive minutes and off-highway equipment (equipment) should idle no longer than fifteen (15) consecutive minutes.

These guidelines for turning off vehicles and equipment when idling do not apply to:

1. Idling when queuing.
2. Idling to verify the vehicle / equipment is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle / equipment was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required to bring the machine system to operating temperature.
6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
7. Idling to ensure safe operation of the vehicle / equipment.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning, except as allowed below, such as hydraulic systems for pavers.
9. When specific traffic, safety, or emergency situations arise.
10. Limited idling, no longer than 30 minutes, to provide for the safety of occupants (e.g. to run the heater) when the ambient temperature is less than 32 degrees Fahrenheit.
11. Limited idling, no longer than 30 minutes, to provide for the safety of occupants (e.g. to run the air conditioning) when the ambient temperature is greater than 90 degrees Fahrenheit.
12. Diesel powered vehicles / equipment may idle for up to 30 minutes to minimize restart problems.

Any vehicle or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this project special provision.

MAINTENANCE OF THE PROJECT

(11-20-07) (Rev. 1-16-24) 104-10 DB1 G125

Revise the *Standard Specifications* as follows:

Page 1-35, Article 104-10 Maintenance of the Project, line 3, add the following after the first sentence of the first paragraph:

All guardrail/guiderail within the project limits shall be included in this maintenance.

Page 1-35, Article 104-10 MAINTENANCE OF THE PROJECT, line 8, add the following as the last sentence of the first paragraph:

The Design-Build Team shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. *Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in* accordance with this article, such repair or replacement shall be performed within seven consecutive calendar days of such inspection report.

Page 1-35, Article 104-10 MAINTENANCE OF THE PROJECT, lines 20-22, replace the last sentence of the last paragraph with the following:

The Design-Build Team will not be directly compensated for any maintenance operations necessary, except for maintenance of guardrail / guiderail, as this work will be considered incidental to the work covered by the various contract items. The provisions of Article 104-7, Extra Work, and Article 104-8, Compensation and Record Keeping will apply to authorized maintenance of guardrail / guiderail. Performance of weekly inspections of guardrail / guiderail, and the damage reports required as described above, will be considered to be an incidental part of the work being paid for by the various contract items.

ROCK AND BROKEN PAVEMENT FILLS

(12-29-15) (Rev.1-16-24) 235 DB2 R85

Revise the *Standard Specifications* as follows:

Page 2-23, Article 235-2 MATERIALS, add the following after Line 15:

Item	Section
Geotextile for Rock and Broken Pavement Fills, Type 2	1056

Provide Type 2 geotextile for filtration geotextiles. Use rip rap and No. 57 stone from either a quarry or onsite material to fill voids in rock and broken pavement fills. Provide small and large size rip rap with stone sizes that meet Class A and B in accordance with Table 1042-1 and No. 57 stone with a gradation that meets Table 1005-1 or use similar size onsite material approved by the Engineer.

Page 2-24, Subarticle 235-3(B) Embankment Formation, Lines 18 - 19, delete the third sentence in the seventh paragraph.

Page 2-24, Subarticle 235-3(B) Embankment Formation, **Lines 21 - 23**, replace the eighth paragraph with the following:

Before placing embankment fill material or filtration geotextiles over rock and broken pavement, fill voids in the top of rock and broken pavement fill with rip rap and No. 57 stone. Place and compact larger rip rap first followed by smaller rip rap. Then, fill any remaining voids with No. 57 stone so geotextiles are not torn, ripped or otherwise damaged when installed and covered. Compact rip rap and No. 57 stone with tracked equipment or other approved methods. Install filtration geotextiles on top of rock, broken pavement, rip rap and No. 57 stone in accordance with Article 270-3 before placing remaining embankment fill material.

Remove any rocks, debris or pavement pieces from the roadbed larger than two inches within 12 inches of the subgrade or finished grade, whichever is lower.

CORRUGATED ALUMINUM ALLOY CULVERT PIPE

(9-21-21)(Rev. 1-16-24) 305, 310 DB3 R34

Revise the *Standard Specifications* as follows:

Page 3-5, Article 305-2, MATERIALS, add the following after line 16:

Item	Section
Waterborne Paint	1080-9
Hot Bitumen	1081-3

Page 3-5, Article 305-3, CONSTRUCTION METHODS, add the following after line 26:

Coating must be applied to the aluminum when in contact with concrete. Immediately prior to coating, aluminum surfaces to be coated shall be cleaned by a method that will remove all dirt, oil, grease, chips, and other foreign substances. Aluminum to be coated shall be given one coat of suitable quality coating such as:

Approved waterborne paint (Section 1080-9)
Approved Hot Bitumen (Section 1081-3)

Other coating materials may be submitted to the Engineer for approval.

CULVERT PIPE

(7-1-19)(Rev. 1-16-24) 305, 310 DB3 R35

Revise the *Standard Specifications* as follows:

Page 3-5, Article 305-1 DESCRIPTION, Lines 12 - 14, replace with the following:

Where shown in the plans developed by the Design-Build Team, the Design-Build Team may use reinforced concrete pipe, aluminum alloy pipe, aluminized corrugated steel pipe, galvanized corrugated steel pipe, HDPE pipe, polypropylene pipe, or PVC pipe in accordance with the following requirements.

Page 3-5, Article 305-2 MATERIALS, add the following after **Line 16:**

Item	Section
Galvanized Corrugated Steel Pipe	1032-1

Page 3-6, Article 310-2 MATERIALS, add the following after **Line 9**:

Item	Section
Galvanized Corrugated Steel Pipe	1032-3

Page 3-6, Article 310-4 SIDE DRAIN PIPE, Lines 24 - 25, replace the first sentence of the second paragraph with the following:

Where shown in the plans developed by the Design-Build Team, side drain pipe may be Class II, III, IV, or V reinforced concrete pipe, aluminized corrugated steel pipe, galvanized corrugated steel pipe, corrugated aluminum alloy pipe, polypropylene pipe, HDPE pipe or PVC pipe.

ASPHALT CONCRETE PLANT MIX PAVEMENTS MILL AND FILL

(6-16-26) 610 DB6 R04R

Revise the *Standard Specifications* as follows:

Page 6-21 and 6-22, Article 610-8, **SPREADING AND FINISHING, lines 46-47 and lines 1-2**, replace the eighth paragraph with the following:

Operate the paver as continuously as possible. Sequence paving operations to promote uniformity, minimize longitudinal joints, and maintain ride quality. Pave the mainline roadway prior to paving intersections, auxiliary lanes, ramps, turn lanes, and other irregular areas, unless otherwise approved by the Engineer.

For mill and fill resurfacing operations where the existing pavement surface is milled and replaced in kind, the Design-Build Team may sequence paving operations in any order, including paving intersecting roads, ramps, auxiliary lanes, and adjacent areas in advance of the mainline, provided the sequence does not adversely affect longitudinal joint construction, density, or surface smoothness, and all requirements of the contract are met.

Place wedging or leveling courses where required by the contract or as directed by the Engineer.

ELECTRONIC TICKETING SYSTEM

(7-16-24)(Rev. 12-17-24) 1020 DB10 R20

Description

At the Design-Build Team's option, the use of an electronic ticketing system for reporting individual and cumulative asphalt material deliveries may be utilized on this project. At the preconstruction conference, the Design-Build Team shall notify the Engineer if they intend to utilize an electronic ticketing system for reporting individual and cumulative asphalt material deliveries to the project.

Electronic Ticketing Requirements

a. The electronic ticketing system must be fully integrated with the load read-out system at the plant. The system shall be designed so data inputs from scales cannot be altered by either the Design-Build Team or the Department.

b. Material supplier must test to confirm that ticketing data can be shared from the originating system no less than 30 days prior to project start.

c. After each truck is loaded, ticket data must be electronically captured, and ticket information uploaded via Application Programming Interface (API) to the Department.

d. Obtain security token from NCDOT for access to E-Ticketing portal (to send tickets). To request a Security Key, fill out the below E-Ticketing Security Request Form: https://forms.office.com/g/XnT7QeRtgt

e. Obtain API from NCDOT containing the required e-ticketing data fields and format. Download the API from the NCDOT E-ticketing Webpage: https://connect.ncdot.gov/projects/construction/E-Ticketing/Pages/default.aspx

f. Provide all ticket information in real time and daily summaries to the Department's designated web portal. If the project contains locations with limited cellular service, an alternative course of action must be agreed upon.

g. Electronic ticketing submissions must be sent between the Material Supplier and the Department.

h. The electronic ticket shall contain the following information:

Date
Time
Contract Number
Supplier Name
Contractor Name
Material
JMF
Gross Weight
Tare Weight
Net Weight
Load Number
Cumulative Weight
Truck Number
Weighmaster Certification
Weighmaster Expiration
Weighmaster Name
Facility Name
Plant Certification Number
Ticket Number
Hauling Firm (optional)
Voided Ticket Number (if necessary)
Original Ticket Number (if necessary)
Supplier Revision (If necessary)

The Design-Build Team / supplier can use the electronic ticketing system of their choice to meet the requirements of this provision.

TIMBER AND LUMBER

(4-21-26) 235, 866, 1046, 1050, 1082, 1084, 1089, 1540 DB10 R82

Page 2-23, Article 235-2 MATERIALS, line 26, add the following as the third sentence of the fourth paragraph.

Use pressure treated wood bases meeting the requirements of Section 1082.

Page 8-45, Article 866-2 MATERIALS, line 26, replace "1076-7" with "1050-8".

Page 10-73, Subarticle 1046-3(C) Treated Timber Posts, line 8, replace "treated southern pine" with "pressure treated southern pine".

Page 10-76, Subarticle 1050-2(A) General, line 3, replace "Use treated southern pine meeting Articles 1082-2 and 1082-3" with "Use pressure treated southern pine meeting Articles 1082-2 and 1082-3".

Page 10-76, Subarticle 1050-2(A) General, lines 15-16, replace "All round posts" with "All round wood posts and braces".

Page 10-76, Subarticle 1050-2(A) General, lines 19-20, delete the last sentence of the third paragraph and replace with the following:

The pieces shall show at least 3 annual rings per inch and shall be at least 30% summerwood. All timber and lumber shall conform to the material characteristics detailed in the Southern Pine Inspection Bureau (SPIB) grading rules for the designated grade and may bear the mark of an American Lumber Standards Committee (ALSC) accredited agency.

Page 10-177, Article 1082-1 GENERAL, lines 32-33, delete the first sentence of the first paragraph and replace with the following:

Use southern pine timber and lumber graded in accordance with the current grading rules of the SPIB and manufactured by a Department pre-approved producer/supplier. All timber and lumber shall conform to the material characteristics detailed in the SPIB grading rules for No. 1 Dense or Select Structural (Sel Str.) and bear the mark of an ALSC-accredited agency.

Page 10-177 and 10-178, Article 1082-1 GENERAL, lines 38-42 and line 1, delete the second through fourth sentence of the second paragraph and replace with the following:

Use approved inspection companies listed on the Department's pre-approved producer/suppliers list. The inspection agency must perform inspections of preservative treated materials in accordance with AWPA Standard M2. Each item shall bear the brand, hammer mark, ink stamp or tag of the inspection agency to indicate it has been inspected. In lieu of commercial inspection, materials in Section 1082 manufactured by a facility that is audited by an ALSC-

accredited agency and bearing the quality mark of that agency shall be acceptable for use. In addition, the Supplier must furnish Type 4 – Certified Test Reports and Type 6 – Supplier's Certifications in accordance with Article 106-3. Type 6 – Supplier's Certifications are required for each producer/supplier to include any chain of custody changes from the mill to the Department.

Page 10-178, Article 1082-2 UNTREATED TIMBER AND LUMBER, line 7, replace "Dense" with "Grade No. 1 Dense MC19".

Page 10-178, Subarticle 1082-3(A) General, line 13, replace "lumber" with "timber and lumber" and replace "will not" with "with".

Page 10-178, Subarticle 1082-3(B) Bridges, Fender Systems and Piles, lines 22 and 24, replace "Grade No. 1 Dense" with "Grade No. 1 Dense or Select Structural (Sel Str.)".

Page 10-178, Subarticle 1082-3(B) Bridges, Fender Systems and Piles, lines 24-27, delete the third and fourth sentence of the first paragraph and replace with the following:

Timbers for bridges or fender systems that are 5 inches and thicker along the least dimension shall conform to Grade No. 1 Dense or Select Structural (Sel Str.).

Page 10-178, Subarticle 1082-3(B) Bridges, Fender Systems and Piles, line 28, delete and replace the second paragraph with the following:

Timber for piles shall be southern pine and meet the requirements of ASTM D25.

Page 10-178, Subarticle 1082-3(C) Guardrail Posts, Blockouts and related components, lines 33-34, replace "Southern Pine, conforming to Grade No. 1. Rough lumber will be acceptable." with "southern pine, conforming to Grade No. 1 Dense.".

Page 10-178, Subarticle 1082-3(D) Fence Posts and Braces, lines 37-39, delete the first paragraph and replace with the following:

Sawn fence posts and braces shall be southern pine, S4S, and conform to Grade No. 1 Dense.

Page 10-178, Subarticle 1082-3(E) Sign Posts and Battens, lines 42-44, delete the first and second sentence of the first paragraph and replace with the following:

Lumber or timbers for sign posts shall conform to Structural Light Framing, Grade No. 1 Dense.

Page 10-178, Subarticle 1082-3(E) Sign Posts and Battens, line 46, delete the first sentence of the second paragraph.

Page 10-179, Subarticle 1082-3(F) Poles, lines 2-3, delete the first sentence of the first paragraph and replace with the following:

Timber for poles shall be either treated southern pine or coastal douglas-fir and meet the requirements of ANSI O5.1.

Page 10-179, Subarticle 1082-4(A) General, line 8, replace "AASHTO M 133 or AWPA Standards" with "AASHTO M 133 and AWPA Standards".

Page 10-179, Subarticle 1082-4(A) General, lines 14-15, delete the third paragraph.

Page 10-179, Subarticle 1082-4(A) General, line 19, replace ""areas include" with "areas including, but not limited to,".

Page 10-179, Subarticle 1082-4(B) Timber Preservatives, line 24, replace "AASHTO M 133 or AWPA Standards U1" with "AASHTO M 133 and AWPA Standards U1".

Page 10-179, Subarticle 1082-4(C) Bridges, Fender Systems and Piles, lines 27-28, replace "AASHTO M-133 or AWPA Standard U1" with "AASHTO M 133 and AWPA Standard U1".

Page 10-179, Subarticle 1082-4(D) Guardrail Posts, Blockouts and Related Components, lines 32-33, replace "AASHTO M-133 or AWPA Standard U1" with "AASHTO M 133 and AWPA Standard U1".

Page 10-179, Subarticle 1082-4(E) Fence Posts and Braces, lines 36 and 38, replace "AASHTO M-133 or AWPA Standard U1" with "AASHTO M 133 and AWPA Standard U1".

Page 10-179, Subarticle 1082-4(E) Fence Posts and Braces, line 39, replace "except require retention of preservative as below" with "Commodity Specification B. Posts, UC4A".

Page 10-180, Subarticle 1082-4(F) Sign Posts and Battens, line 2, replace "AASHTO M-133 or AWPA Standard U1" with "AASHTO M 133 and AWPA Standard U1".

Page 10-180, Subarticle 1082-4(G) Poles, line 9, replace "AASHTO M-133 or AWPA Standard U1" with "AASHTO M 133 and AWPA Standard U1".

Page 10-180, Subarticle 1084-1(A) Treated Timber Pile, line 16-17, delete and replace the first paragraph with the following:

Treated timber piles shall meet the requirements of Section 1082.

Page 10-195, Subarticle 1089-2(A)(1) Work Zone Signs (Stationary), line 44, add the following sentence to the second paragraph:

Pressure treat wood posts in accordance with Section 1082.

Page 15-18, Article 1540-2 MATERIALS, line 8, replace "1082-3" with "1082".

GLASS BEAD GRADATION FOR PAVEMENT MARKINGS

(9-17-24) 1087 DB10 R87

Revise the *Standard Specifications* as follows:

Page 10-187, Subarticle 1087-4(C), Gradation & Roundness, after line 6, delete and replace Table 1087-2 with the following:

TABLE 1087-2
GLASS BEAD GRADATION REQUIREMENTS

Sieve Size	Gradation Requirements	
	Minimum	Maximum
Passing #20	100%	--
Retained on #30	5%	15%
Retained on #50	40%	80%
Retained on #80	15%	40%
Passing #80	0%	10%
Retained on #200	0%	5%

TEMPORARY SHORING

(2-20-07) (Rev. 1-16-24) DB11 R02

Description

Temporary shoring includes cantilever, braced and anchored shoring and temporary mechanically stabilized earth (MSE) walls. Temporary shoring does not include trench boxes. At the Design-Build Team's option, use any type of temporary shoring, unless noted otherwise in the plans developed by the Design-Build Team or as directed.

Design and construct temporary shoring based on actual elevations and shoring dimensions in accordance with the contract, the plans developed by the Design-Build Team and accepted submittals. Construct temporary shoring at locations shown in the plans developed by the Design-Build Team and as directed. Temporary shoring shall be required to maintain traffic when a 2:1 (H:V) slope from the top of an embankment or bottom of an excavation will intersect the existing ground line less than five feet from the edge of pavement of an open travelway. This Standard Special Provision does not apply to pipe, inlet or utility installations unless noted otherwise in the plans developed by the Design-Build Team.

Positive protection includes concrete barrier and temporary guardrail. Provide positive protection for temporary shoring at locations shown in the plans developed by the Design-Build Team and as directed. Positive protection shall be required if temporary shoring is located in the clear zone in accordance with the AASHTO *Roadside Design Guide.*

(A) Cantilever and Braced Shoring

Cantilever shoring consists of steel sheet piles or H-piles with timber lagging. Braced shoring consists of sheet piles or H-piles with timber lagging and bracing such as beams, plates, walers, struts, rakers, etc. Define "piles" as sheet piles or H-piles.

(B) Anchored Shoring

Anchored shoring consists of sheet piles with walers or H-piles with timber lagging anchored with ground or helical anchors. Driven anchors may be accepted at the discretion of the Engineer. A ground anchor consists of a grouted steel bar or multi-strand tendon with an anchorage. A helical anchor consists of a lead section with a central steel shaft and at least one helix steel plate followed by extensions with only central shafts (no helixes) and an anchorage. Anchorages consist of steel bearing plates with washers and hex nuts for bars or steel wedge plates and wedges for strands. Use a prequalified Anchored Wall contractor to install ground anchors. Define "anchors" as ground, helical or driven anchors.

(C) Temporary MSE Walls

Temporary MSE walls include temporary geosynthetic and wire walls. Define "temporary wall" as a temporary MSE wall and "Temporary Wall Vendor" as the vendor supplying the temporary MSE wall. Define "reinforcement" as geotextile, geogrid, geostrip, welded wire grid or metallic strip reinforcement.

Temporary geosynthetic walls consist of geotextiles or geogrids wrapped behind welded wire facing or geostrips connected to welded wire facing. Define "temporary geotextile wall" as a temporary geosynthetic wall with geotextile reinforcement, "temporary geogrid wall" as a temporary geosynthetic wall with geogrid reinforcement and "temporary geostrip wall" as a temporary geosynthetic wall with geostrip reinforcement.

Temporary wire walls consist of welded wire grid or metallic strip reinforcement connected to welded wire facing. Define "Wire Wall Vendor" as the vendor supplying the temporary wire wall.

(D) Embedment

Define "embedment" for cantilever, braced and anchored shoring as the pile depth below the grade in front of shoring. Define "embedment" for temporary walls as the wall embedment below the grade at the wall face.

(E) Positive Protection

Define "unanchored or anchored portable concrete barrier" as portable concrete barrier (PCB) that meets *Roadway Standard Drawing* No. 1170.01. Define "concrete barrier" as

unanchored or anchored PCB or an approved equal. Define "temporary guardrail" as temporary steel beam guardrail that meets *Roadway Standard Drawing* No. 862.02.

Materials

Refer to the *Standard Specifications*.

Item	Section
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-7
Geosynthetics	1056
Grout, Type 1	1003
Portland Cement	1024-1
Portland Cement Concrete	1000
Select Materials	1016
Steel Beam Guardrail Materials	862-2
Steel Plates	1072-2
Steel Sheet Piles and H-Piles	1084
Untreated Timber	1082-2
Water	1024-4
Welded Wire Reinforcement	1070-3

Provide Type 6 material certifications for shoring materials in accordance with Article 106-3 of the *Standard Specifications*. Use Class IV select material for temporary guardrail. Use Class A concrete that meets Article 450-2 of the *Standard Specifications* or Type 1 grout for drilled-in piles. Provide untreated timber with a thickness of at least three inches and a bending stress of at least 1,000 pounds per square inch for timber lagging. Provide steel bracing that meets ASTM A36.

(A) Shoring Backfill

Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill except do not use A-2-4 soil for backfill around culverts.

(B) Anchors

Store anchor materials on blocking a minimum of 12 inches above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store anchor materials so materials are kept clean and free of damage. Bent, damaged or defective materials shall be rejected.

(1) Ground Anchors

Use high-strength deformed steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the *Standard Specifications*. Splice bars in accordance with Article 1070-9 of the *Standard Specifications*. Do not splice strands. Use bondbreakers, spacers and centralizers that meet Article 6.3.5 of the AASHTO *LRFD Bridge Construction Specifications*.

Use neat cement grout that only contains cement and water with a water cement ratio of 0.4 to 0.5 which is approximately 5.5 gallons of water per 94 pounds of Portland cement. Provide grout with a compressive strength at three and 28 days of at least 1,500 and 4,000 psi, respectively.

(2) Helical Anchors

Use helical anchors with an ICC Evaluation Service, Inc. (ICC-ES) report. Provide couplers, thread bar adapters and bolts recommended by the Anchor Manufacturer to connect helical anchors together and to piles.

(3) Anchorages

Provide steel plates for bearing plates and steel washers, hex nuts, wedge plates and wedges recommended by the Anchor Manufacturer.

(C) Temporary Walls

(1) Welded Wire Facing

Use welded wire reinforcement for welded wire facing, struts and wires. For temporary wire walls, provide welded wire facing supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. For temporary wire walls with separate reinforcement and facing components, provide connectors (e.g., bars, clamps, plates, etc.) and fasteners (e.g., bolts, nuts, washers, etc.) required by the Wire Wall Vendor.

(2) Geotextiles

Provide Type 2 geotextile for separation and retention geotextiles. Provide Type 5 geotextile for geotextile reinforcement with ultimate tensile strengths in accordance with the accepted submittals.

(3) Geogrid and Geostrip Reinforcement

Use geogrids with a roll width of at least four feet. Use geogrids for geogrid reinforcement and geostrips for geostrip reinforcement with an “approved” status

code in accordance with the NCDOT Geosynthetic Reinforcement Evaluation Program. The list of approved geogrids and geostrips is available from:

connect.ncdot.gov/resources/Geological/Pages/Products.aspx

Provide geogrids and geostrips with design strengths in accordance with the accepted submittals. Geogrids and geostrips are approved for short-term design strengths (three-year design life) in the machine direction (MD) and cross-machine direction (CD) based on material type. Define material type from the website above for shoring backfill as follows:

Material Type	Shoring Backfill
Borrow	A-2-4 Soil
Fine Aggregate	Class II, Type 1 or Class III Select Material
Coarse Aggregate	Class V or VI Select Material

(4) Welded Wire Grid and Metallic Strip Reinforcement

Provide welded wire grid and metallic strip reinforcement supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. Use welded wire grid reinforcement ("mesh", "mats" and "ladders") that meet Article 1070-3 of the *Standard Specifications* and metallic strip reinforcement ("straps") that meet ASTM A572 or A1011.

Preconstruction Requirements

(A) Concrete Barrier

Define "clear distance" behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier shall be shown in the plans developed by the Design-Build Team. At the Design-Build Team's option or if the minimum required clear distance is not available, set concrete barrier next to and up against traffic side of temporary shoring except for barrier above temporary walls. Concrete barrier with the minimum required clear distance shall be required above temporary walls.

(B) Temporary Guardrail

Define "clear distance" behind temporary guardrail as the horizontal distance between guardrail posts and temporary shoring. At the Design-Build Team's option or if clear distance for cantilever, braced and anchored shoring is less than four feet, attach guardrail to traffic side of shoring as shown in the plans developed by the Design-Build Team. Place ABC in clear distance and around guardrail posts instead of pavement. Do not use temporary guardrail above temporary walls.

(C) Temporary Shoring Designs

Before beginning temporary shoring design, survey existing ground elevations in the vicinity of shoring locations to determine actual design heights (H). Submit .pdf files of working drawings and design calculations for temporary shoring designs in accordance with Article 105-2 of the *Standard Specifications*. Submit working drawings showing plan views, shoring profiles, typical sections and details of temporary shoring design and construction sequence. Do not begin shoring construction until a design submittal is accepted.

Have cantilever and braced shoring designed, detailed and sealed by an engineer licensed in the state of North Carolina. Use a prequalified Anchored Wall Design Consultant to design anchored shoring. Provide anchored shoring designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for an Anchored Wall Design Consultant. Include details in anchored shoring working drawings of anchor locations and lock-off loads, unit grout / ground bond strengths for ground anchors or minimum installation torque and torsional strength rating for helical anchors and if necessary, obstructions extending through shoring or interfering with anchors. Include details in the anchored shoring construction sequence of pile and anchor installation, excavation and anchor testing.

Provide temporary wall designs sealed by a Design Engineer licensed in the state of North Carolina and employed or contracted by the Temporary Wall Vendor. Include details in temporary wall working drawings of geotextile and reinforcement types, locations and directions and obstructions extending through walls or interfering with reinforcement.

(1) Soil Parameters

Design temporary shoring for the assumed soil parameters and groundwater or flood elevations shown in the plans developed by the Design-Build Team. Assume the following soil parameters for shoring backfill:

(a) Unit weight (γ) = 120 pcf;

(b)

Friction Angle (ϕ)	**Shoring Backfill**
30°	A-2-4 Soil
34°	Class II, Type 1 or Class III Select Material
38°	Class V or VI Select Material

(c) Cohesion (c) = 0 psf.

(2) Traffic Surcharge

Design temporary shoring for a traffic surcharge of 250 pounds per square foot if traffic will be above and within H of shoring. This traffic surcharge shall not

apply to construction traffic. Design temporary shoring for any construction surcharge if construction traffic will be above and within H of shoring. Design temporary shoring for a traffic (live load) surcharge in accordance with Article 11.5.6 of the AASHTO *LRFD Bridge Design Specifications*.

(3) Cantilever, Braced and Anchored Shoring Designs

Use shoring backfill for fill sections and voids between cantilever, braced and anchored shoring and the critical failure surface. Use concrete or Type 1 grout for embedded portions of drilled-in H-piles. Do not use drilled-in sheet piles.

Define "top of shoring" for cantilever, braced and anchored shoring as where the grade intersects the back of sheet piles or H-piles and timber lagging. Design cantilever, braced and anchored shoring for a traffic impact load of 2,000 pounds per foot applied 18 inches above top of shoring if concrete barrier is above and next to shoring or temporary guardrail is above and attached to shoring. Extend cantilever, braced and anchored shoring at least 32 inches above top of shoring if shoring is designed for traffic impact. Otherwise, extend shoring at least six inches above top of shoring.

Design cantilever, braced and anchored shoring for a maximum deflection of three inches if the horizontal distance to the closest edge of pavement or structure is less than H. Otherwise, design shoring for a maximum deflection of six inches. Design cantilever and braced shoring in accordance with the plans developed by the Design-Build Team and AASHTO *Guide Design Specifications for Bridge Temporary Works*.

Design anchored shoring in accordance with the plans developed by the Design-Build Team and Article 11.9 of the AASHTO *LRFD Bridge Design Specifications*. Use a resistance factor of 0.80 for tensile resistance of anchors with bars, strands or shafts. Extend the unbonded length for ground anchors and the shallowest helix for helical anchors at least five feet behind the critical failure surface. Do not extend anchors beyond right of way or easement limits. If existing or future obstructions such as foundations, guardrail posts, pavements, pipes, inlets or utilities will interfere with anchors, maintain a clearance of at least six inches between obstructions and anchors.

(4) Temporary Wall Designs

Use shoring backfill in the reinforced zone of temporary walls. Separation geotextiles shall be required between shoring backfill and backfill, natural ground or culverts along the sides of the reinforced zone perpendicular to the wall face. For Class V or VI select material in the reinforced zone, separation geotextiles shall also be required between shoring backfill and backfill or natural ground on top of and at the back of the reinforced zone.

Design temporary walls in accordance with the plans developed by the Design-Build Team and Article 11.10 of the AASHTO *LRFD Bridge Design Specifications*. Embed temporary walls at least 18 inches except for walls on structures or rock as determined by the Engineer. Use a uniform reinforcement length throughout the wall height of at least 0.7H or six feet, whichever is longer. Extend the reinforced zone at least six inches beyond end of reinforcement. Do not locate the reinforced zone outside right of way or easement limits.

Use the simplified method for determining maximum reinforcement loads in accordance with the AASHTO LRFD specifications. For geotextile reinforcement, use geotextile properties approved by the Department or default values in accordance with the AASHTO LRFD specifications. For geogrid and geostrip reinforcement, use approved geosynthetic reinforcement properties available from the website shown elsewhere in this provision. Use geosynthetic properties for the direction reinforcement will be installed, a three-year design life and shoring backfill to be used in the reinforced zone.

Do not use more than four different reinforcement strengths for each temporary geosynthetic wall. Design temporary geotextile walls for a reinforcement coverage ratio (R_c) of 1.0. For temporary geogrid walls with an R_c of less than 1.0, use a maximum horizontal clearance between geogrids of three feet and stagger reinforcement so geogrids are centered over gaps in the reinforcement layer below.

For temporary geosynthetic walls, use “L” shaped welded wire facing with 18-inch to 24-inch long legs. Locate geosynthetic reinforcement so reinforcement layers are at the same level as the horizontal legs of welded wire facing. Use vertical reinforcement spacing equal to facing height. Wrap geotextile or geogrid reinforcement behind welded wire facing and extend reinforcement at least three feet back behind facing into shoring backfill. Attach geostrip reinforcement to welded wire facing with a connection approved by the Department.

For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing with a connection approved by the Department. For temporary geogrid, geostrip and wire walls, retain shoring backfill at welded wire facing with retention geotextiles and extend geotextiles at least three feet back behind facing into backfill.

(D) Preconstruction Meeting

The Engineer may require a shoring preconstruction meeting to discuss the construction, inspection and testing of the temporary shoring. If required, and if this meeting occurs before all shoring submittals have been accepted, additional preconstruction meetings may be required before beginning construction of temporary shoring without accepted submittals. The Resident, District or Bridge Maintenance Engineer, Area Construction

Engineer, Geotechnical Operations Engineer, Design-Build Team and Shoring contractor Superintendent will attend preconstruction meetings.

Construction Methods

Control drainage during construction in the vicinity of shoring. Direct run off away from shoring and shoring backfill. Contain and maintain backfill and protect material from erosion.

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the *Standard Specifications* and *Roadway Standard Drawing* No. 1170.01. Use temporary guardrail in accordance with Section 862 of the *Standard Specifications* and *Roadway Standard Drawing* Nos. 862.01, 862.02 and 862.03.

(A) Tolerances

Construct shoring with the following tolerances:

(1) Horizontal wires of welded wire facing are level in all directions,

(2) Shoring location is within six inches of horizontal and vertical alignment shown in the accepted submittals, and

(3) Shoring plumbness (batter) is not negative and within two degrees of vertical.

(B) Cantilever, Braced and Anchored Shoring Installation

If overexcavation behind cantilever, braced or anchored shoring is shown in the accepted submittals, excavate before installing piles. Otherwise, install piles before excavating for shoring. Install cantilever, braced or anchored shoring in accordance with the construction sequence shown in the accepted submittals. Remove piles and if applicable, timber lagging when shoring is no longer needed.

(1) Pile Installation

Install piles with the minimum required embedment and extension in accordance with Subarticles 450-3(D) and 450-3(E) of the *Standard Specifications* except that a pile driving equipment data form is not required. Piles may be installed with a vibratory hammer as approved by the Engineer.

Do not splice sheet piles. Use pile excavation to install drilled-in H-piles. After filling holes with concrete or Type 1 grout to the elevations shown in the accepted submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure concrete or grout at least seven days before excavating.

Notify the Engineer if refusal is reached before pile excavation or driven piles attain the minimum required embedment. When this occurs, a revised design submittal may be required.

(2) Excavation

Excavate in front of piles from the top down in accordance with the accepted submittals. For H-piles with timber lagging and braced and anchored shoring, excavate in staged horizontal lifts with a maximum height of five feet. Remove flowable fill and material in between H-piles, as needed, to install timber lagging. Position lagging with at least three inches of contact in the horizontal direction between the lagging and pile flanges. Do not excavate the next lift until timber lagging for the current lift is installed and, if applicable, bracing and anchors for the current lift are accepted. Backfill behind cantilever, braced or anchored shoring with shoring backfill.

(3) Anchor Installation

If applicable, install foundations located behind anchored shoring before installing anchors. Fabricate and install ground anchors in accordance with the accepted submittals, Articles 6.4 and 6.5 of the AASHTO *LRFD Bridge Construction Specifications* and the following unless otherwise approved:

(a) Materials in accordance with this provision shall be required instead of materials conforming to Articles 6.4 and 6.5.3 of the AASHTO LRFD Specifications,

(b) Encapsulation-protected ground anchors in accordance with Article 6.4.1.2 of the AASHTO LRFD specifications are not required, and

(c) Corrosion protection for unbonded lengths of ground anchors and anchorage covers are not required.

(d) Mix and place neat cement grout in accordance with Subarticles 1003-5, 1003-6 and 1003-7 of the *Standard Specifications*. Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute / American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

Install helical anchors in accordance with the accepted submittals and Anchor Manufacturer's instructions. Measure torque during installation and do not exceed the torsional strength rating of the helical anchor. Attain the minimum required installation torque and penetration before terminating anchor installation. When

replacing a helical anchor, embed last helix of the replacement anchor at least three helix plate diameters past the location of the first helix of the previous anchor.

(4) Anchor Testing

Proof test and lock-off anchors in accordance with the accepted submittals and Article 6.5.5 of the AASHTO *LRFD Bridge Construction Specifications* except for the acceptance criteria in Article 6.5.5.5. For the AASHTO LRFD specifications, "ground anchor" refers to a ground or helical anchor and "tendon" refers to a bar, strand or shaft.

(a) Anchor Acceptance

Anchor acceptance shall be based in part on the following criteria.

(i) For ground and helical anchors, total movement is less than 0.04 inches between the one and ten minute readings or less than 0.08 inches between the six and 60 minute readings.

(ii) For ground anchors, total movement at maximum test load exceeds 80% of the theoretical elastic elongation of the unbonded length.

(b) Anchor Test Results

Submit .pdf files of anchor test records including movement versus load plots for each load increment within 24 hours of completing each row of anchors. The Engineer will review the test records to determine if the anchors are acceptable.

If the Engineer determines an anchor is unacceptable, revise the anchor design or installation methods. Submit a revised anchored shoring design for acceptance and provide an acceptable anchor with the revised design or installation methods. If required, replace the anchor or provide additional anchors with the revised design or installation methods.

(C) Temporary Wall Installation

Excavate as necessary for temporary walls in accordance with the plans developed by the Design-Build Team and accepted submittals. If applicable, install foundations located in the reinforced zone before placing shoring backfill or reinforcement unless otherwise approved. Notify the Engineer when foundation excavation is complete. Do not place shoring backfill or reinforcement until excavation dimensions and foundation material are approved.

Erect welded wire facing so the wall position is as shown in the plans developed by the Design-Build Team and accepted submittals. Set welded wire facing adjacent to each other in the horizontal and vertical direction to completely cover the wall face with facing. Stagger welded wire facing to create a running bond by centering facing over joints in the row below.

Attach geostrip reinforcement to welded wire facing and wrap geotextile reinforcement and retention geotextiles behind welded wire facing as shown in the plans developed by the Design-Build Team and accepted submittals. Cover geotextiles with at least three inches of shoring backfill. Overlap adjacent geotextile reinforcement and retention and separation geotextiles at least 18 inches with seams oriented perpendicular to the wall face. Hold geotextiles in place with wire staples or anchor pins as needed.

Place reinforcement within three inches of locations shown in the plans developed by the Design-Build Team and accepted submittals. Before placing shoring backfill, pull geosynthetic reinforcement taut so it is in tension and free of kinks, folds, wrinkles and creases. Install reinforcement with the direction shown in the plans developed by the Design-Build Team and accepted submittals. For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing as shown in the accepted submittals. Do not splice or overlap reinforcement so seams are parallel to the wall face. Contact the Engineer when unanticipated existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with reinforcement.

Place shoring backfill in the reinforced zone in eight-inch to ten-inch thick lifts. Compact A-2-4 soil and Class II, Type 1 and Class III select material in accordance with Subarticle 235-3(C) of the *Standard Specifications*. Use only hand operated compaction equipment to compact backfill within three feet of welded wire facing. At a distance greater than three feet, compact shoring backfill with at least four passes of an eight-ton to ten-ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting backfill. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting shoring backfill. End dumping directly on geosynthetic reinforcement shall not be permitted. Do not operate heavy equipment on reinforcement until it is covered with at least eight inches of shoring backfill. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for temporary walls outside the reinforced zone in accordance with Article 410-8 of the *Standard Specifications*. Bench temporary walls into the sides of excavations where applicable. For temporary geosynthetic walls with top of wall within five feet of finished grade, remove top facing and incorporate top reinforcement layer into fill when placing fill in front of wall. Temporary walls remain in place permanently unless otherwise required.

WORK ZONE INSTALLER

(7-20-21) (Rev. 4-21-26) 1101 DB11 R004

Page 11-4, Article 1101-14 WORK ZONE INSTALLER, lines 25-26, delete the first sentence of the first paragraph and replace with the following:

When temporary traffic control consists of more than flagging operations, the Design-Build Team shall provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control within the highway right of way.

TEMPORARY CRASH CUSHIONS

(4-21-26) 1089, 1160 DB11 R006

Page 10-204, Subarticle 1089-8(A) General, lines 26-29, delete the third and fourth paragraph.

Page 10-204, Subarticle 1089-8(A) General, line 34, delete the last sentence of the fifth paragraph.

Page 11-14, Article 1160-2 MATERIALS, lines 32-35, delete the second and third sentence of the first paragraph.

Page 11-15, Article 1160-3 CONSTRUCTION METHODS, add the following after line 1:

Use a redirective, non-gating temporary crash cushion when adequate space for the lateral displacement of the crash cushion is not available or as required in the TMP.

Page 11-15, Article 1160-3 CONSTRUCTION METHODS, line 7, add the following to the second paragraph:

Temporary crash cushion shall not be placed on an unpaved surface.

PORTABLE CONCRETE BARRIER

(12-17-24) 1170 SP11 R70

Revise the *Standard Specifications* as follows:

Page 11-17, Subarticle 1170-3(A)(1) Portable Concrete Barrier, after line 25, add the following:

For MASH approved F-Shape K-Wall, install anchorage transitions between unanchored portable concrete barrier and temporary crash cushions, and between unanchored portable concrete barrier and portable concrete barrier (anchored) as shown in the *Roadway Standard Drawings*, No. 1170.01.

PAVEMENT MARKINGS

(5-19-26) (Rev. 6-16-26) 1087, 1205 DB12 R04

Revise the *Standard Specifications* as follows:

Page 10-185, Subarticle 1087-2(A) Paint Composition, line 15, replace "TT--P-1952" with "TT--P-1952, Type III".

Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, lines 28-33, replace the first through third paragraph and the table with the following:

(C) Thermoplastic and Integrated Multipolymer (IMP) Composition

Use thermoplastic alkyd/maleic pavement markings composed of the materials in Table 1087-1A and integrated multipolymer markings composed of the materials in Table 1087-1B.

TABLE 1087-1A PHYSICAL PROPERTIES OF THERMOPLASTIC PAVEMENT MARKINGS	
Component	**By Weight**
Alkyd/Maleic Binder	18.0% Min
Premixed Glass Beads (AASHTO M 247 – Type 3)	40.0% Min
Titanium Dioxide Pigment (ASTM D476 Type 2)	10.0% Min. (white) 1.5% Min. (yellow)

TABLE 1087-1B PHYSICAL PROPERTIES OF INTEGRATED MULTIPOLYMER (IMP) PAVEMENT MARKINGS	
Component	**By Weight**
Binder	21.0% Min
Premixed Glass Beads (AASHTO M 247 – Type 3)	40.0% Min
Titanium Dioxide Pigment (ASTM D476 Type 2)	10.0% Min. (white only)
Inert Filler	15% Max white / 24% Max Yellow

Use white material that does not contain anatase titanium dioxide pigment. Use yellow material that does not contain any intentionally added lead chromate.

Calcium carbonate and inert fillers may be used by the manufacturer, providing all other qualifications are met.

Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, line 34, replace "thermoplastic" with "material".

Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, line 36, replace "alkyd/maleic binder" with "binder".

Page 10-185, Subarticle 1087-2(C) Thermoplastic Composition, line 38, replace "maleic-modified glycerol of resin" with "rosin ester".

Page 10-186, Subarticle 1087-2(C) Thermoplastic Composition, insert the following paragraph after line 2:

The integrated multipolymer binder shall consist of a mixture of modified rosin ester, polyamide and a copolymer (e.g. EVA) with waxes and/or plasticizers. At least 3% of the total formulation weight shall be 100% polyamide. The binder shall contain no petroleum hydrocarbon resins.

Page 10-186, Subarticle 1087-2(C) Thermoplastic Composition, lines 3, 6, 9 and 11, replace "thermoplastic material" with "material".

Page 10-186, Article 1087-3 COLOR, after line 27, replace "Crystal: Color No. 17886 (White)" with "White: Color No. 17925".

Page 10-186, Subarticle 1087-4(A) Composition, lines 31-34, replace the second paragraph with the following:

Manufacture the beads from 100% recycled or virgin non-pigmented glass from a composition designed to be highly resistant to traffic wear and to the effects of weathering. All intermix and drop-on glass beads shall be manufactured using 100% North American recycled glass cullet, virgin North American glass or a combination of the two.

Page 10-187, Subarticle 1087-4(C) Gradation & Roundness, lines 4-6, replace the first paragraph and table with the following:

Use drop-on and intermixed glass beads in all pavement markings with at least 80% true spheres when tested in accordance with ASTM D1155. Drop-on glass beads for permanent pavement markings shall be high performance glass beads listed on the NCDOT APL. If otherwise specified, or at the direction of the Engineer, other drop-on reflective media may be used on permanent markings. Drop-on glass beads used on any interim or temporary pavement markings shall meet Table 1087-2.

TABLE 1087-2
GLASS BEAD GRADATION REQUIREMENTS

Sieve Size	Gradation Requirements	
	Minimum	Maximum
Passing #20	95%	100%
Retained on #30	5%	20%
Retained on #50	40%	80%
Retained on #80	15%	50%
Passing #80	0%	10%
Retained on #200	0%	5%

Page 10-187, Article 1087-5 PACKAGING FOR SHIPMENT, line 31, replace "Thermoplastic pavement marking materials" with "Thermoplastic and integrated multipolymer pavement marking materials".

Page 10-188, Subarticle 1087-7(B) Thermoplastic Pavement Marking Material Composition, line 17, replace **"(B) Thermoplastic Pavement Marking Material Composition**" with
"**(B) Thermoplastic and Integrated Multipolymer Pavement Marking Material Composition**".

Page 10-188, Subarticle 1087-7(C) Flash Point, line 22, replace "thermoplastic" with "thermoplastic and integrated multipolymer material".

Page 10-188, Subarticle 1087-7(D) Requirements, line 25, replace "thermoplastic material" with "thermoplastic and integrated multipolymer material".

Page 10-189, Subarticle 1087-7(D), after line 15, add the following:

(9) Tensile Elongation

The integrated multipolymer material shall have an elongation of at least 10% when tested in accordance with ASTM D638 (1"x 6", 0.25"/min).

(10) Abrasion Resistance

The integrated multipolymer material shall have no more than 0.40 g weight loss following taber abrasion with CS17 wheels for 1000 cycles with 1 kg weight per ASTM D4060.

Page 10-189, Article 1087-8 MATERIAL CERTIFICATION, lines 22-23, replace the third paragraph with the following:

Reflective media not covered in this, or other specifications must meet AASHTO M 247 Type 3 or 4 and a NCDOT Type 2 Material Certification must be provided.

Page 10-189, Article 1087-8 MATERIAL CERTIFICATION, after line 23, add the following to the table:

Integrated Multipolymer	Type 2 Material Certification and Type 3 Material Certification

Page 12-3, Subarticle 1205-3(F) Surface Preparation and Curing Compound Removal, line 8, add the following as a second sentence of the first paragraph:

Only apply markings to dry clean surfaces.

Page 12-4, Subarticle 1205-3(G)(1) General for all types of Pavement Markings, line 16, replace the first sentence of the eighth paragraph with the following:

Protect the pavement markings until they are track free before exposing them to traffic.

Page 12-4, Subarticle 1205-3(G)(1) General for all types of Pavement Markings, lines 22-24, delete the second sentence of the tenth paragraph.

Page 12-4, Subarticle 1205-3(G)(1) General for all types of Pavement Markings, after line 24, replace "White: Color No. 17886" with "White: Color No. 17295".

Page 12-5, Subarticle 1205-3(I) Removal of Pavement Markings, line 32, add the following as the third sentence of the seventh paragraph:

Before applying integrated multipolymer (IMP) pavement markings over existing thermoplastic pavement markings, remove at least 85% of the oxidized existing thermoplastic.

Page 12-5, Subarticle 1205-3(I) Removal of Pavement Markings, line 35, replace "thermoplastic" with "thermoplastic or IMP".

Page 12-6, Article 1205-4 THERMOPLASTIC, line 3, replace "**1205-4 THERMOPLASTIC**" with **"1205-4THERMOPLASTIC AND INTEGRATED MULTIPOLYMER (IMP)".**

Page 12-6, Subarticle 1205-4(A) Application Equipment, lines 7, 16, 20, 24, 25, 27 and 29, delete "thermoplastic"

Page 12-6, Subarticle 1205-4(B) Weather Limitations and Seasonal Limitations, line 38, replace "thermoplastic pavement markings" with "thermoplastic or integrated multipolymer pavement markings".

Page 12-6, Subarticle 1205-4(B) Weather Limitations and Seasonal Limitations, line 42, delete "thermoplastic".

Page 12-7, Subarticle 1205-4(C) Application, lines 2, 3, 10, 21 and 31, delete "thermoplastic".

Page 12-7, Subarticle 1205-4(C) Application, after line 17, in Table 1205-2 MINIMUM REFLECTOMETER REQUIREMENTS FOR THERMOPLASTIC replace "Standard Glass Beads" with "High Performance Glass Beads" and for the Reflectivity of White replace "375 mcd/lux/m^2" with "425 mcd/lux/m^2" and Yellow replace "250 mcd/lux/m^2" with "325 mcd/lux/m^2"

Page 12-7, Subarticle 1205-4(C) Application, line 23, replace "thermoplastic pavement marking" with "final pavement marking".

Page 12-7, Subarticle 1205-4(C) Application, after line 32, replace "**TABLE 1205-3 THICKNESS REQUIREMENTS FOR THERMOPLASTIC**" with "**TABLE 1205-3 THICKNESS REQUIREMENTS FOR THERMOPLASTIC AND INTEGRATED MULTIPOLYMER**".

Page 12-9, Subarticle 1205-5(C) Observation Period, before line 1, replace "375 mcd/lux/m^2" with "425 mcd/lux/m^2" and replace "250 mcd/lux/m^2" with "325 mcd/lux/m^2".

Page 12-11, Subarticle 1205-8(C) Application, lines 17-20, replace the first paragraph with the following:

Final pavement marking application of paint shall be placed in 1 application of 30 mils wet each and consist of reflective media applied at a rate to immediately obtain the minimum retroreflective values.

Page 12-11, Subarticle 1205-8(C) Application, line 26, delete "15 mil".

Page 12-11, Subarticle 1205-8(C) Application, after line 31, replace Table 1205-6 with the following:

TABLE 1205-6
REFLECTOMETER REQUIREMENTS
FOR PAINT

Item	Color	Reflectivity
Standard Glass Beads	White	225 mcd/lux/m^2
	Yellow	200 mcd/lux/m^2
High Performance Glass Beads	White	425 mcd/lux/m^2
	Yellow	325 mcd/lux/m^2

SNOWPLOWABLE DELINEATIONS

(10-15-24) 1253 DB12 R53

Description

Furnish, install and maintain snowplowable delineation.

There are five snowplowable delineation alternate options approved for use in North Carolina. They include the following markers and markings options:

(1) Polycarbonate H-shaped Markers
(2) Inlaid Raised Pavement Markers
(3) 10-Feet Rumble Skips
(4) Inlaid Cradle Markers
(5) 10-Feet Inlaid Pavement Markings

Only one type of snowplowable delineation will be allowed on a single project.

Materials

Refer to Division 10 of the *Standard Specifications*.

Item	Section
Epoxy	1081
Pavement Markings	1087
Snowplowable Pavement Markers	1086-3

Any snowplowable pavement delineation shall conform to the applicable requirements of Sections 1086, 1087, and 1081 of the *Standard Specifications.* Use snowplowable delineation markers and markings listed on the NCDOT APL. Any treatment that requires pavement cutting or milling shall be installed within seven calendar days of the pavement cutting or milling operation.
Do not use Polycarbonate H-shaped Marker option in the following counties: Buncombe, Burke, Graham, Haywood, Jackson, Macon, Madison, McDowell, Mitchell, Rutherford, and Yancey.

Construction Methods

(A) General

For any snowplowable delineation, prior to installation, by brushing, blow cleaning, vacuuming or other suitable means, ensure that all materials and the pavement surface are free of dirt, grease, dust, oil, moisture, mud, grass, or any other material that would prevent adhesion to the pavement by brushing blow cleaning, or vacuuming. If required, apply a primer per manufactures recommendations to pavement surfaces before applying pavement marking material.

Install snowplowable delineation per manufacturer's specifications every 80 feet. Make sure pavement markers are oriented to traffic correctly and pavement markings are applied in a uniform thickness. Do not apply markings over longitudinal joints. Protect the pavement markings until they are tack free. Apply applicable Sections 1205 and 1250 of the *Standard Specifications*.

If damage occurs during installation the effected treatments shall be corrected or replaced. This work shall be considered incidental to the installation of the marking or marker.

(B) Polycarbonate H-shaped Markers and Inlaid Cradle Markers

Bond marker housings to the pavement with epoxy adhesive. Mechanically mix and dispense epoxy adhesives as required by the manufacturer's specifications. Place the markers immediately after the adhesive has been mixed and dispensed.

Install polycarbonate H-shaped markers and inlaid cradle markers castings into slots sawcut into the pavement. Make slots in the pavement to exactly duplicate the shape of the casting of the polycarbonate H-shaped markers and inlaid cradle markers.

If saw cutting, milling, or grooving operations are used, promptly remove all resulting debris from the pavement surface. Install the marker housings within seven calendar days after saw cutting, milling, or grooving the pavement. Remove and dispose of loose material from the slots by brushing, blow cleaning or vacuuming. Dry the slots before applying the epoxy adhesive. Install polycarbonate H-shaped markers and inlaid cradle markers according to the manufacturer's recommendations.

Protect the polycarbonate H-shaped markers or inlaid cradle markers until the epoxy has initially cured and is track free.

Construct inlaid cradle markers in accordance with the details in the plans developed by the Design-Build Team and as directed by the Engineer.

(C) Reflector Replacement

The following requirements only apply to polycarbonate H-shaped markers and inlaid cradle markers.

In the event that a reflector is damaged, replace the damaged reflector by using adhesives and methods recommended by the manufacturer of the markers and approved by the Engineer. This work is considered incidental if damage occurs during the initial installation of the marker housings and maintenance of initial polycarbonate H-shaped markers or inlaid cradle markers specified in this section.

If during reflector replacement it is discovered that the housing is missing or broken this will be paid as *Polycarbonate H-shaped Markers* or *Inlaid Cradle Markers*. Missing housings shall be replaced. Broken housings shall be removed and replaced. In both cases the slot for the housings shall be properly prepared prior to installing the new housing; patch the existing marker slots as directed by the Engineer and install the new marker approximately one foot before or after the patch. Removal of broken housings and preparation of slots will be considered incidental to the work of replacing housings

(D) Inlaid Raised Pavement Markers

Cut groove in accordance with the details in the plans developed by the Design-Build Team and as directed by the Engineer.

Use adhesive recommended by the manufacturer to install markers into the groove in accordance with Section 1251. The raised pavement markers are incidental to inlaid raised pavement markers.

(E) 10-Feet Rumble Skips

Construct 10-feet rumble skips on asphalt concrete in accordance with Section 665 for all centerline and shoulder rumble skips, details in the plans developed by the Design-Build Team and as directed by the Engineer. Construct 10-feet rumble skips on Portland cement concrete in accordance with Section 730 for all centerline and shoulder rumble skips, details in the plans developed by the Design-Build Team and as directed by the Engineer. The milled rumble strips are incidental to the rumble skips. Using polyurea or extruded 90 mil thermoplastic construct pavement markings in accordance with Section 1205.

(F) 10-Feet Inlaid Pavement Markings

The groove in which the marking is to be placed shall be one inch wider than the marking to be placed and 10 mils deeper than the thickness of the marking.

When using this method, use enhanced reflective media. The following retroreflectivity values shall be met:

MINIMUM INITIAL REFLECTOMETER READINGS		
Item	**Color**	**Reflectivity**
Enhanced Reflectivity Media	White	450 mcd/lux/m^2
	Yellow	350 mcd/lux/m^2

Using polyurea, extruded 90 mil thermoplastic or cold applied plastic construct pavement markings in accordance with Section 1205.

Maintenance

Maintain all installed snowplowable delineation before acceptance by the Engineer.

COIR FIBER MAT

(9-16-25) 1629 DB16 R05

Page 16-9, Article 1629-2 MATERIALS, lines 22-24, delete and replace the last paragraph with the following:

Provide #3 or #4 uncoated reinforcing steel anchors, 24 inches in length, bent into a U-shape with a 4-inch diameter bend and a 4-inch straight leg extending from the bend to catch and secure the coir fiber mat.

WATTLE DEVICES
(1-1-24) (Rev. 9-16-25) 1642 DB16 R10

Page 16-23, Subarticle 1642-2(B) Wattle, lines 10-12, delete and replace with the following:

(B) Wattle and Wattle Barrier

Wattles shall meet Table 1642-1.

TABLE 1642-1 100% CURLED WOOD (EXCELSIOR) FIBERS - WATTLE	
Property	**Property Value**
Minimum Diameter	12 inches
Minimum Density	2.5 pcf +/- 10%
Net Material	Synthetic
Net Openings	1 inch x 1 inch
Net Configuration	Totally Encased
Minimum Weight	20 lb +/- 10% per 10 foot length

Coir Fiber Wattles shall meet Table 1642-2.

TABLE 1642-2 100% COIR (COCONUT) FIBERS WATTLE	
Property	**Property Value**
Minimum Diameter	12 inches
Minimum Density	3.5 pcf +/- 10%
Net Material	Coir Fiber
Net Openings	2 inch x 2 inch
Net Strength	90 lb
Minimum Weight	2.6 pcf +/- 10%

Wattle Barriers shall meet Table 1642-3.

TABLE 1642-3 100% CURLED WOOD (EXCELSIOR) FIBERS – WATTLE BARRIER	
Property	**Property Value**
Minimum Diameter	18 inches
Minimum Density	2.9 pcf +/- 10%
Net Material	Synthetic
Net Openings	1 inch x 1 inch
Net Configuration	Totally Encased
Minimum Weight	5 pcf +/- 10%

Coir Fiber Wattle Barriers shall meet Table 1642-4.

TABLE 1642-4 100% COIR (COCONUT) FIBERS WATTLE BARRIER	
Property	**Property Value**
Minimum Diameter	18 inches
Minimum Density	5 pcf +/- 10%
Net Material	Coir Fiber
Net Openings	2 inch x 2 inch
Net Strength	90 lb
Minimum Weight	10 pcf +/- 10%

PLANT AND PEST QUARANTINES

(3-18-03) (Rev. 3-18-25) Z-04a

(Imported Fire Ant, Guava Root Knot Nematode, Spongy Moth (formerly known as gypsy moth), Witchweed, Cogon Grass, And Any Other Regulated Noxious Weed or Plant Pest)

Within Quarantined Area

This project may be within a county regulated for plant and / or pests. If the project or any part of the Design-Build Team's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal / state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a Quarantined County

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture / United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture / United States Department of Agriculture at 1-800-206-9333, 919-707-3730, or **https://www.ncagr.gov/divisions/plant-industry/plant-protection/plant-industry-plant-pest-quarantines** to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut / waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod
3. Plant crowns and roots
4. Bulbs, corms, rhizomes, and tubers of ornamental plants

5. Hay, straw, fodder, and plant litter of any kind
6. Clearing and grubbing debris
7. Used agricultural cultivating and harvesting equipment
8. Used earth-moving equipment
9. Any other products, articles, or means of conveyance of any character, if determined by an inspector present a hazard of spreading imported fire ant, guava root knot nematode, spongy moth (formerly known as gypsy moth), witchweed, cogon grass, or other regulated noxious weed or plant pest.

ON-THE-JOB TRAINING

(2-24-15) (Rev. 6-16-26) Z-10

Description

The North Carolina Department of Transportation administers a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternative OJT Program. All Contractors will be automatically placed in the Alternative OJT Program.

The Alternate OJT Program will allow a Contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this special provision and the NCDOT On-the-Job Training Program Manual.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Assigning Training Goals

The Department, through the OJT Program Unit, will assign annual training goals based on the Contractor's activity over the past three years' on federal projects with the Department. At the beginning of each year, all eligible Contractors will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time, the Contractor shall enter into an agreement with the Department to implement a self-imposed on-the-job training program for the calendar year. This agreement will specify the annual training goals agreed upon by both parties. The number of training assignments may range from 1 to 15 per Contractor per calendar year, unless a higher number is agreed to by the Contractor. The Contractor shall sign an agreement committing to fulfill their annual goal for the year.

Training Classifications

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions.

The Department has established common training classifications and their respective training requirements that may be used by the Contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this special provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of trainees in each occupation shall be in their first year of training. The number of trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

Records and Reports

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

Trainee Interviews

All trainees enrolled in the program will receive at minimum an initial and Trainee/Post graduate interview conducted by the OJT program staff.

Trainee Wages

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

Achieving or Failing to Meet Training Goals

The Contractor will be credited for each trainee currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a Contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

Measurement and Payment

No compensation will be made for providing required training in accordance with these contract documents.

STANDARD SPECIAL PROVISION

AVAILABILITY OF FUNDS - TERMINATION OF CONTRACTS

(9-1-11)(Rev . 1-16-24) Z-2

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

"(h) Amounts Encumbered – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in General Statute 143C-6-11(c). Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications."

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(D) of the *Standard Specifications* and as amended by the Standard Special Provision, Division One found elsewhere in this RFP.

***** STANDARD SPECIAL PROVISIONS *****

NCDOT GENERAL SEED SPECIFICATIONS FOR SEED QUALITY

(5-7-11) Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

Restricted Noxious Weed	Limitations per Lb. of Seed	Restricted Noxious Weed	Limitations per Lb. of Seed
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)
Kobe Lespedeza
Korean Lespedeza
Weeping Lovegrass
Carpetgrass
Bermudagrass
Browntop Millet
German Millet - Strain R
Clover - Red / White / Crimson

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)
Kentucky Bluegrass (all approved varieties)
Hard Fescue (all approved varieties)
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass
Crownvetch
Pensacola Bahiagrass
Creeping Red Fescue
Japanese Millet
Reed Canary Grass
Zoysia

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass
Big Bluestem
Little Bluestem
Bristly Locust
Birdsfoot Trefoil
Indiangrass
Orchardgrass
Switchgrass
Yellow Blossom Sweet Clover

STANDARD SPECIAL PROVISION

ERRATA

(1-16-24) (Rev. 6-16-26) Z-4

Revise the *2024 Standard Specifications* as follows:

Division 1

Page 1-1, Article 101-2 ABBREVIATIONS, line 25, replace "American Wood-Preservers' Association" with "American Wood Protection Association".

Page 1-18, Article 102-10 BID BOND OR BID DEPOSIT, line 26, replace " Subarticle 102-8(A)(8)(b)" with "Subarticle 102-8(A)(12)(b)".

Page 1-20, Subarticle 102-14(A) State Funded Projects, line 3, replace "$30,000" with "$40,000".

Page 1-20, Subarticle 102-14(B) Federal Aid Projects, line 7, replace "$30,000" with "$40,000".

Page 1-36, Subarticle 104-12(B) Evaluation of Proposals, line 21, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-36, Subarticle 104-12(D) Preliminary Review, line 37, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-37, Subarticle 104-12(E) Final Proposal, line 3, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-37, Subarticle 104-12(F) Design-Build VEPs, line 36, replace "Design-Build Unit" with "Alternative Delivery Unit".

Page 1-38, Subarticle 104-12(G) Modifications, line 1, replace "Design-Build Unit" with "Alternative Delivery Unit".

Division 3

Page 3-5, Article 305-2 MATERIALS, after line 16, replace " 1032-3(A)(7)" with "1032-3" and add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Page 3-6, Article 310-2 MATERIALS, after line 9, add the item "Galvanized Corrugated Steel Pipe" with Section "1032-3".

Division 6

Page 6-15, Article 610-1 DESCRIPTION, line 20, replace "The work includes" with "The work includes, but is not limited to,".

Page 6-15, Article 610-1 DESCRIPTION, line 22, replace “applying the tack coat as specified.” with “applying the tack coat in accordance with Section 605.”.

Page 6-30, Article 610-14 DENSITY ACCEPTANCE, line 39, replace “QC process.” with “QC process in accordance with Section 609.”.

Page 6-31, Article 610-16 MEASUREMENT AND PAYMENT, line 13, replace "*Hot Mix Asphalt Pavement*” with “*Asphalt Concrete _____ Course, Type _____*”.

Page 6-50, Subarticle 661-4(A) Equipment, lines 4-7, replace the first two sentences of the seventh paragraph with the following:

When an erected fixed stringline is utilized for longitudinal profile and cross slope control furnish and erect the necessary guide line for the equipment.

Division 7

Page 7-18, Subarticle 710-10(A) General, lines 7-8, delete “for *Surface Testing Concrete Pavement*” from the last paragraph.

Division 8

Page 8-27, Article 846-1 DESCRIPTION, line 8, delete “4 inch” from the first paragraph.

Division 9

Page 9-17, Article 904-4 MEASUREMENT AND PAYMENT, prior to line 1, replace " Sign Erection, Relocate Type (Ground Mounted)” with “Sign Erection, Relocate Type ___ (Ground Mounted)”.

Division 10

Page 10-51, Article 1024-4 WATER, prior to line 1, delete the “unpopulated blank row” in Table 1024-2 between “Time of set, deviation from control” and “Chloride Ion Content, Max.”.

Page 10-170, Subarticle 1081-1(C) Requirements, line 4, replace "maximum” with “minimum”.

Division 11

Page 11-15, Article 1160-4 MEASUREMENT AND PAYMENT, line 24, replace “Where barrier units are moved more than one” with “Where barrier units are moved more than once”.

Division 15

Page 15-10, Article 1515-4 MEASUREMENT AND PAYMENT, lines 11, replace " All piping" with "All labor, the manhole, other materials, excavation, backfilling, piping".

Division 16

Page 16-14, Article 1633-5 MEASUREMENT AND PAYMENT, line 20-24 and prior to line 25, delete and replace with the following " *Flocculant* will be measured and paid in accordance with Article 1642-5 applied to the temporary rock silt checks."

Page 16-3, Article 1609-2 MATERIALS, after line 26, replace "Type 4" with "Type 4a".

Page 16-25, Article 1644-2 MATERIALS, after line 22, replace "Type 4" with "Type 4a".

Page 16-27, Article 1644-5 MEASUREMENT AND PAYMENT, line 31, replace "Article 1630-4" with "Article 1630-3".

Division 17

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, line 23, delete and replace "1.25" with "1-1/4".

Page 17-15, Article 1715-4 MEASUREMENT AND PAYMENT, line 24, delete and replace ")(1.25" with ", 1-1/4".

STANDARD SPECIAL PROVISION

TITLE VI AND NONDISCRIMINATION:

(6-28-77)(Rev 1/16/2024) Z-6

The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

(1) **Title VI Assurances (USDOT Order 1050.2A, Appendix A)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

(a) Compliance with Regulations

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(b) Nondiscrimination

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it and/or the FHWA may determine to be appropriate, including, but not limited to:

(i) Withholding payments to the contractor under the contract until the contractor complies; and/or

(ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

The contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(2) **Title VI Nondiscrimination Program (23 CFR 200.5(p))**

The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion/creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

(a) During the performance of this contract or agreement, contractors (e.g., subcontractors, consultants, vendors, prime contractors) are responsible for complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

   "The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed/religion, or limited English proficiency in consideration for an award."
4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.

(b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and/or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))

(c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

(d) The Contractor is responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.

1. Applicability

   Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.

2. Eligibility

   Any person—or class of persons—who believes he/she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.

3. Time Limits and Filing Options

   Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:

   (i) The date of the alleged act of discrimination; or

   (ii) The date when the person(s) became aware of the alleged discrimination; or

   (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

   Title VI and related discrimination complaints may be submitted to the following entities:

   - North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
   - Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601, 919-747-7010
   - US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

4. Format for Complaints

   Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.

5. Discrimination Complaint Form

   Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

6. Complaint Basis

   Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). "Basis" refers to the complainant's membership in a protected group category.

TABLE 103-1
COMPLAINT BASIS

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black/African American, Hispanic/Latino, Asian, American Indian/Alaska Native, Native Hawaiian/Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. *(Executive Order 13166)*
Color	Color of skin, including shade of skin within a racial group	Black, White, brown, yellow, etc.	
National Origin *(Limited English Proficiency)*	Place of birth. Citizenship is not a factor. (*Discrimination based on language or a person's accent is also covered)*	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. *Note:* Sex under this program does not include sexual orientation.	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) *(Religion/ Creed in all aspects of any aviation or transit-related construction)*	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. ***Note:*** Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. *(49 U.S.C. 5332(b);* *49 U.S.C. 47123)*

(3) **Pertinent Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

(a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

(b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

(d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27;

(e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

(f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

(g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

(h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

(i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

(j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

(k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

(l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

(4) **Additional Title VI Assurances**

***The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

(a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.

The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

(c) Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non¬ discrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *
3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

***** STANDARD SPECIAL PROVISIONS *****

MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS

(12-18-07) Z-7

NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female Participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

EMPLOYMENT GOALS FOR MINORITY AND FEMALE PARTICIPATION

Economic Areas

Area 023 29.7%
Bertie County
Camden County
Chowan County
Gates County
Hertford County
Pasquotank County
Perquimans County

Area 024 31.7%
Beaufort County
Carteret County
Craven County
Dare County
Edgecombe County
Green County
Halifax County
Hyde County
Jones County
Lenoir County
Martin County
Nash County
Northampton County
Pamlico County
Pitt County
Tyrrell County
Washington County
Wayne County
Wilson County

Area 025 23.5%
Columbus County
Duplin County
Onslow County
Pender County

Area 026 33.5%
Bladen County
Hoke County
Richmond County
Robeson County
Sampson County
Scotland County

Area 027 24.7%
Chatham County
Franklin County
Granville County
Harnett County
Johnston County
Lee County
Person County
Vance County
Warren County

Area 028 15.5%
Alleghany County
Ashe County
Caswell County
Davie County
Montgomery County
Moore County
Rockingham County
Surry County
Watauga County
Wilkes County

Area 029 15.7%
Alexander County
Anson County
Burke County
Cabarrus County
Caldwell County
Catawba County
Cleveland County
Iredell County
Lincoln County
Polk County
Rowan County
Rutherford County
Stanly County

Area 0480 8.5%
Buncombe County
Madison County

Area 030 6.3%
Avery County
Cherokee County
Clay County
Graham County
Haywood County
Henderson County
Jackson County
McDowell County
Macon County
Mitchell County
Swain County
Transylvania County
Yancey County

SMSA Areas

Area 5720 26.6%
Currituck County

Area 9200 20.7%
Brunswick County
New Hanover County

Area 2560 24.2%
Cumberland County

Area 6640 22.8%
Durham County
Orange County
Wake County

Area 1300 16.2%
Alamance County

Area 3120 16.4%
Davidson County
Forsyth County
Guilford County
Randolph County
Stokes County
Yadkin County

Area 1520 18.3%
Gaston County
Mecklenburg County
Union County

Goals for Female

Participation in Each Trade

(Statewide) 6.9%

STANDARD SPECIAL PROVISION

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

FHWA-1273 -- Revised October 23, 2023 Z-8

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification – Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STANDARD SPECIAL PROVISION
MINIMUM WAGES
GENERAL DECISION NC20260090 01/02/2026 NC90

Z-090

Date: January 2, 2026

General Decision Number: NC20260090 01/02/2026 NC90

Superseded General Decision Numbers: NC20250090

State: North Carolina

Construction Type: HIGHWAY

COUNTIES:

Brunswick	Greene	Onslow
Cumberland	Hoke	Pender
Currituck	Johnston	Pitt
Edgecombe	Nash	Wake
Franklin	New Hanover	Wayne

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number	Publication Date
0	01/02/2026

SUNC2014-005 11/17/2014

	Rates	Fringes
BLASTER	21.04	
CARPENTER	13.72	
CEMENT MASON/CONCRETE FINISHER	14.48	
ELECTRICIAN		
Electrician	17.97	
Telecommunications Technician	16.79	.63
IRONWORKER	16.02	
LABORER		
Asphalt Raker and Spreader	12.46	
Asphalt Screed/Jackman	14.33	
Carpenter Tender	12.88	
Cement Mason/Concrete Finisher Tender	12.54	
Common or General	10.20	
Guardrail/Fence Installer	12.87	
Pipelayer	12.17	
Traffic Signal/Lighting Installer	14.89	
PAINTER		
Bridge	24.57	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	11.85	
Bulldozer Fine	17.04	
Bulldozer Rough	14.34	
Concrete Grinder/Groover	20.34	2.30

	Rates	Fringes
Crane Boom Trucks	20.54	
Crane Other	20.08	
Crane Rough/All-Terrain	20.67	
Drill Operator Rock	14.38	
Drill Operator Structure	21.14	
Excavator Fine	16.60	
Excavator Rough	14.00	
Grader/Blade Fine	18.47	
Grader/Blade Rough	14.62	
Loader 2 Cubic Yards or Less	13.76	
Loader Greater Than 2 Cubic Yards	14.14	
Material Transfer Vehicle (Shuttle Buggy)	15.18	
Mechanic	17.55	
Milling Machine	15.36	
Off-Road Hauler/Water Tanker	11.36	
Oiler/Greaser	13.55	
Pavement Marking Equipment	12.11	
Paver Asphalt	15.59	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.45	
Roller Asphalt Finish	13.85	
Roller Other	11.36	
Scraper Finish	12.71	
Scraper Rough	11.35	
Slip Form Machine	16.50	
Tack Truck/Distributor Operator	14.52	
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	11.12	
GVWR of 26,001 Lbs or Greater	12.37	

Welders – Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours

spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via mail to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210

END OF GENERAL DECISION

***** STANDARD SPECIAL PROVISIONS *****

(10-23-17) (Rev. 1-16-24)

DIVISION ONE OF STANDARD SPECIFICATIONS

Division One of the 2024 NCDOT *Standard Specifications for Roads and Structures* (*Standard Specifications*) shall apply except as follows:

Definitions: Throughout Division One of the *Standard Specifications*, the term "Contractor" is replaced with "Design-Build Team", the term "Bidder" is replaced with "Proposer," and the term "Bid" is replaced with "Price Proposal." Throughout Article 102-2, the term "State Contractual Services Engineer" is replaced with "State Prequalifications Engineer". The replacement of "Contractor" with "Design-Build Team" does not apply to Article 102-2. The replacement of the above terms also does not apply when the terms are part of a phrase (e.g. bid bond, prime contractor, total amount bid, etc.)

Deletions: Articles / Subarticles 102-3(B), 102-4, 102-8(B), 102-9(C)(2), 103-2(B), and 103-4(B) of the *Standard Specifications* are deleted from Design-Build Contracts.

Modifications: The remainder of this Standard Special Provision includes modifications to Division One of the *Standard Specifications*.

SECTION 101
DEFINITION OF TERMS

Page 1-3, Article 101-3, replace and add certain definitions as follows:

ADDITIONAL WORK

Additional work is that which results from a change or alteration to the contract and for which there are contract unit prices in the original contract or an executed supplemental agreement.

ADVERTISEMENT

The public advertisement inviting Statements of Qualifications for the design and construction of specific projects.

AWARD

The decision of the Department of Transportation to accept the Price Proposal of the selected Design-Build Team for work which is subject to the furnishing of payment and performance bonds, and such other conditions as may be otherwise provided by law, the Request for Proposals, and the *Standard Specifications*.

CONTRACT

The executed agreement between the Department and the successful Proposer, covering the performance of, and compensation for, the work. The term contract is all inclusive with reference to all written and electronic agreements affecting a contractual relationship and all documents referred to therein. The contract shall include, but not be limited to, the Request for Proposals, the Price Proposal, the printed contract form and attachments, contract bonds, plans and associated special provisions prepared by the Design-Build Team, Standard Specifications and supplemental specifications, standard special provisions and project special provisions contained in the Request for Proposals or as developed by the Design-Build Team and accepted by the Department, and all executed supplemental agreements. All references to contracts shall include electronic agreements and printed paper agreements. These may include, but not be limited to, the electronic bid bond, Non-Collusion Certification, Debarment Certification, Gift Ban Certification and award limits. The contract shall constitute one instrument.

DATE OF AVAILABILITY

That date, established as set forth in the Request for Proposals, by which it is anticipated that the Contract will be executed and sufficient design efforts or work sites within the project limits will be available for the Design-Build Team to begin the controlling operations or design.

DESIGN-BUILD

A form of contracting in which the successful Proposer undertakes responsibility for both the design and construction of a project.

DESIGN-BUILD TEAM

An individual, partnership, joint venture, corporation or other legal entity that furnishes the necessary design and construction services, whether by itself or through subcontracts.

DESIGN-BUILD PROPOSAL

A proposal to contract consisting of a electronically submitted Price Proposal submitted in response to a Request for Proposals on a Design-Build project.

PLANS

The project plans, Standard Drawings, working drawings and supplemental drawings, or reproductions thereof, accepted by the Engineer, which show the location, character, dimensions and details of the work to be performed. Unless noted otherwise within the Request for Proposals, the term “plans” refers to plans as developed by the Design-Build Team and accepted by the Department.

(A) Standard Drawings

Drawings approved for repetitive use, showing details to be used where appropriate. All Standard Drawings approved by the Department plus subsequent revisions and additions. Standard Drawings are available for purchase from:

State Contract Officer
1591 Mail Service Center
Raleigh, NC 27699-1591

(B) Preliminary Plans

Department-furnished drawings distributed in concert with a Request for Proposals, or as developed by the Design-Build Team.

(C) Project Plans

Construction drawings prepared, sealed and completed by the Design-Build Team, or as provided by the Department, that contain specific details and dimensions peculiar to the work.

(D) Working Drawings and Supplemental Drawings

Supplemental design sheets, shop drawings, or similar data which the Design-Build Team is required to submit to the Engineer.

(E) As-Built Plans

Coordinately correct plans documenting the details, dimensions and locations of the completed work.

PRICE PROPOSAL

The offer of a Proposer, submitted on the prescribed forms, to perform the work and furnish the labor and materials at the price quoted.

PROPOSER

An individual, partnership, firm, corporation, LLC, or joint venture formally submitting a Price Proposal in response to a Request for Proposals.

REQUEST FOR PROPOSALS

The document provided by the Department that the Proposer uses to develop his offer to perform the work at designated bid prices.

RIGHT OF WAY

The land area shown on the plans as right of way within which the project is to be constructed.

SCHEDULE OF VALUES

A schedule of work items necessary to complete work, along with the progress of each work item, primarily for the purpose of partial payments.

TABLE OF QUANTITIES

A listing of work items (corresponding to the items in the pay item list) that contributes to a project completion. The table shall include estimated quantities for each work item.

SECTION 102
PROPOSAL REQUIREMENTS AND CONDITIONS

Page 1-9, delete Article 102-1 and replace with the following:

102-1 INVITATION TO BID

After the advertisement has been made, an Invitation to Bid will be made available to known prequalified contractors and any other contracting firms, material suppliers and other interested parties who have requested they be placed on the Invitation to Bid mailing list, informing them that Statements of Qualifications and Design-Build Proposals will be received for the design and construction of specific projects. Such invitation will indicate the contract identification number, length, locations and descriptions; a general summary of the scope of work to be performed; and information on how to receive a Request for Qualifications.

All projects will be advertised in daily newspapers throughout the state before the Price Proposal opening.

Page 1-12, delete Article 102-3 and replace with the following:

102-3 CONTENTS OF REQUEST FOR PROPOSALS

A Request for Proposals will be furnished by the Department to the selected Proposers from among the respondents to the Request for Qualifications. Each Request for Proposals will be marked on the front cover by the Department with an identifier of the Proposer to whom it is being furnished. This Request for Proposals will state the location of the project and will show a schedule of contract items for which Price Proposal are invited. It will set forth the date and time Price Proposal are to be submitted and when the Price Proposals will be opened. The Request for Proposal will also include special provisions or requirements that vary from or are not contained in any preliminary design information or standard specifications.

The Request for Proposals will also include the printed contract forms and signature sheets for execution by both parties to the contract. In the event the Proposer is awarded the contract, execution of the Request for Proposals by the Proposer is considered the same as execution of the contract.

Standard specifications, sealed plans specifically identified as the Department's responsibility and other documents designated in the Request for Proposals shall be considered a part of the Request for Proposals whether or not they are attached thereto. All papers bound to the Request for Proposals are necessary parts thereof and shall not be detached, taken apart, or altered.

The names and identity of each prospective Proposer that receives a copy of the Request for Qualifications for the purposes of submitting a Statement of Qualifications shall be made public, except that a potential Proposer who obtains a Request for Qualifications may, at the time of ordering, request that his name remain confidential.

Page 1-14, Article 102-7, 4th paragraph, delete the first two sentences and replace with the following:

Details shown in the subsurface investigation report are preliminary only. The subsurface investigation and subsurface report, if provided, is done so for information purposes only.

Pages 1-14, delete Article 102-8 delete the first paragraph and replace and replace with the following:

The Proposer shall submit a unit or lump sum price for every item in the proposal other than items that are authorized alternates to those items for which a bid price has been submitted.

Page 1-18, Article 102-10, 3rd paragraph, delete the fifth sentence and replace with the following:

The condition of the bid bond or bid deposit is: the Principal shall not withdraw its bid within 75 days after the submittal of the same, and if the Department shall award a contract to the Principal, the Principal shall, within 14 calendar days after the written notice of award is received by him, give payment and performance bonds with good and sufficient surety as required for the faithful performance of the contract and for the protection of all persons supplying labor and materials in the prosecution of the work.

Page 1-18, Article 102-10, delete the end of the Article beginning with, and inclusive of, the 6th paragraph.

Pages 1-19, delete Article 102-12 and replace with the following:

102-12 WITHDRAWAL OR REVISION OF BIDS

A Design-Build Team will not be permitted to withdraw its Price Proposal after they have been submitted to the Department, unless allowed under Article 103-3 or unless otherwise approved by the Chief Engineer.

Page 1-19, delete Article 102-13 and replace with the following:

102-13 RECEIPT AND OPENING OF BIDS

Price Proposals from short-listed Proposers will be opened and read publicly on the date and time indicated in the Request for Proposals.

Page 1-19, Article 102-14, replace the 1st paragraph with the following:

102-14 REJECTION OF BIDS

Any Price Proposal submitted which fails to comply with any of the requirements of Articles 102-8, 102-9 or 102-10, or with the requirements of the project scope and specifications shall be considered irregular and may be rejected. A Price Proposal that does not contain costs for all items in the Request for Proposals shall be considered irregular and may be rejected.

SECTION 103
AWARD AND EXECUTION OF CONTRACT

Page 1-21, Subarticle 103-2(A), add items (8) and (9) as follows:

(8) Discrepancy in the "Total Amount Bid" and the addition of the "Amount Bid" for each line Item

In the case of the Total Amount Bid does not equal the summation of each Amount Bid for the line items, the summation of each Amount Bid for the line items shall be deemed to be the correct Total Amount Bid for the entire project.

(9) Omitted Total Amount Bid –Amount Bid Completed

If the Total Amount Bid is not completed and the Amount Bid for all line items is completed the Total Amount Bid shall be the summation of the Amount Bid for all the line items.

Page 1-24, Subarticle 103-4(A), first paragraph, replace the 3rd and 4th sentences with the following:

Where award is to be made, the notice of award will be issued within 75 days after the submittal of Price Proposals, except with the consent of the responsible Proposer with the lowest price the decision to award the contract to such bidder may be delayed for as long a time as may be agreed upon by the Department and such Proposer. In the absence of such agreement, the Proposer may withdraw his Price Proposal at the expiration of the 75 days without penalty if no notice of award has been issued.

Page 1-24, Subarticle 103-4(B), first paragraph, replace the first sentence with the following:

A Proposer who desires to submit a Price Proposal on more than one project on which Price Proposals are to be opened in the same letting and who desires to avoid receiving an award of more projects than he is equipped to handle, may submit a Price Proposal on any number of projects but may limit the total amount of work awarded to him on selected projects by completing the form Award Limits on Multiple Projects for each project subject to the award limit.

Page 1-25, Article 103-6, delete the 1st and 2nd paragraphs and replace with the following:

Checks that have been furnished as a bid deposit will be retained until after the contract bonds have been furnished by the successful Proposer, at which time the checks that were furnished as a bid deposit will be returned.

SECTION 104
SCOPE OF WORK

Page 1-26, delete Article 104-1 and replace with the following:

104-1 INTENT OF CONTRACT

The intent of the contract is to prescribe the work or improvements that the Design-Build Team undertakes to perform, in full compliance with the contract documents. In case the method of construction or character of any part of the work is not covered by the contract, this section shall apply. The Design-Build Team shall perform all work in accordance with the contract or as may be modified by written orders, and shall do such additional, extra, and incidental work as may be considered necessary to complete the work to the full intent of the contract. Unless otherwise provided elsewhere in the contract, the Design-Build Team shall furnish all implements, machinery, equipment, tools, materials, supplies, transportation, and labor necessary for the design, prosecution and completion of the work.

Page 1-26, Article 104-3, replace "plans or details of construction" with "contract" in all instances within this Article.

Page 1-35, delete Article 104-10 and replace with the following:

104-10 MAINTENANCE OF THE PROJECT

The Design-Build Team shall maintain the project from the date of beginning construction on the project until the project is finally accepted. For sections of facilities impacted by utility construction / relocation performed by the Design-Build Team prior to beginning construction on the roadway project, maintenance of the impacted sections of facilities shall be performed by the Design-Build Team beginning concurrently with the impact. This maintenance shall be continuous and effective and shall be prosecuted with adequate equipment and forces to the end that all work covered by the contract is kept in satisfactory and acceptable conditions at all times.

All existing and constructed guardrail / guiderail within the project limits shall be included in this maintenance. The Design-Build Team shall perform weekly inspections of all guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in accordance with this Article, such repair or replacement shall be performed within seven consecutive calendar days of such inspection report.

The Design-Build Team shall maintain all existing drainage facilities, except where the work consists of resurfacing only, such that they are in the same condition upon acceptance of the project as they were when the project was made available to the Design-Build Team. In the event that the Design-Build Team's work is suspended for any reason, the Design-Build Team shall maintain the work covered by the contract, as provided herein. When a portion of the project is accepted as provided in Article 105-17, immediately after such acceptance, the Design-Build Team will not be required to maintain the accepted portion. Should latent defects be discovered or become evident in an accepted portion of the project, the Design-Build Team shall repair or replace the defective work at no cost to the Department.

Where an observation period(s) is required that extends beyond the final acceptance date, the Design-Build Team shall perform any work required by the observation period until satisfactory completion of the observation period.

With the exception of the maintenance of existing and constructed guardrail / guiderail, the Design-Build Team will not be directly compensated for any maintenance operations. The Design-Build Team will not be compensated for the performance of weekly inspections of guardrail / guiderail, and the damage reports required as described above. Authorized maintenance activities for existing and constructed guardrail / guiderail within the project limits will be paid for as extra work in accordance with Articles 104-7 and 104-8 of the *Standard Specifications.*

SECTION 105
CONTROL OF WORK

Pages 1-40, delete Article 105-2 and replace with the following:

105-2 PLANS AND WORKING DRAWINGS

All plans shall be supplemented by such approved working drawings as are necessary to adequately control the work. Working drawings furnished by the Design-Build Team and approved by the Engineer shall consist of such detailed drawings as may be required to adequately control the work. They may include stress sheets, shop drawings, erection drawings, falsework drawings, cofferdam drawings, bending diagrams for reinforcing steel, catalog cuts, or any other supplementary drawings or similar data required of the Design-Build Team. When working drawings are approved by the Engineer, such approval shall not operate to relieve the Design-Build Team of any of his responsibility under the contract for the successful completion of the work.

Changes on shop drawings after approval and / or distribution shall be subject to the approval of the Engineer and he shall be furnished a record of such changes.

Page 1-41, Article 105-3, add the following after the 3rd paragraph:

The Design-Build Team shall bear all the costs of providing the burden of proof that the nonconforming work is reasonable and adequately addresses the design purpose. The Design-Build Team shall bear all risk for continuing with nonconforming work in question until it is accepted.

The Engineer may impose conditions for acceptance of the nonconforming work. The Design-Build Team shall bear all costs for fulfilling the conditions.

The decisions whether the product satisfies the design purpose, whether the nonconforming work is reasonably acceptable and the conditions for acceptance are at the sole discretion of the Engineer.

Pages 1-41, delete Article 105-4 and replace with the following:

105-4 COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS

The Request for Proposals, all construction Plans, the Standard Specifications, Supplemental Specifications and Special Provisions and all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are complementary and describe and provide the complete contract.

In case of discrepancy or conflict, the order in which they govern shall be as follows:

(A) Request for Proposals, in which Project Special Provisions govern Standard Special Provisions

(B) Price Proposal from the Design-Build Team

(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 1-43, delete Article 105-9 and replace with the following:

105-9 CONTRUCTION STAKES, LINES, AND GRADES

The Design-Build Team shall be responsible for all surveying, construction staking and layout required in the performance of the work. The Design-Build Team shall be responsible for the accuracy of lines, slopes, grades and other engineering work which the Design-Build Team provides under this contract.

SECTION 106
CONTROL OF MATERIAL

Page 1-49, Article 106-2, add the following after the second 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 no later 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.

A Certified Table of Quantities shall be submitted with each pay request. All Certified Tables of Quantities shall indicate that the information accurately represents the materials used for the work performed for which payment is requested, and be notarized by a Design-Build Team representative.

Page 1-50, Article 106-6, add the following after the last paragraph:

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

107-18 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 1-63, Article 108-2, replace the 2nd paragraph with the following:

The Design-Build Team shall submit a Progress Schedule for review within thirty (30) calendar days of receiving Notice of Award. The Department will review the Progress Schedule within twenty-one (21) calendar days of receipt. The Design-Build Team shall make any necessary corrections and adjustments to the Progress Schedule as necessitated by the Department's review within seven (7) calendar days. The Department will review the revised Progress Schedule within seven (7) calendar days of receipt.

Page 1-63, Subarticle 108-2(A)(1), add the following:

(k) Utility relocation and construction

Page 1-64, Subarticle 108-2(A)(2), add the following:

(h) Critical design submittal dates

(i) Critical permitting dates

(j) Completion of right of way acquisition

(k) Completion of utility relocation and construction

Page 1-64, Article 108-2, add the following:

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

Page 1-64, 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 pre-design 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 all proposed subcontractors associated with the project design.

A preconstruction conference shall be held at least ten working days before construction activity begins. This second conference, concerning the construction phase, shall also be scheduled by the Engineer. The Design-Build Team shall give the Engineer a minimum of 45 days written notice before the Design-Build Team plans to begin construction activities. This will allow the Engineer time for any environmental agency representatives involved in the permitting process, as well as any other pertinent entities, to be scheduled to attend the preconstruction conference. If the Design-Build Team is responsible for utilities in accordance with Article 105-8 and the Request for Proposals, the Design-Build Team shall be responsible for coordinating with the Engineer in scheduling the utility owners attendance and for notifying the utility owners. The Design-Build Team shall also be responsible for coordinating with the Engineer in scheduling the attendance of subcontractors and others deemed appropriate, and for notifying them.

At the preconstruction conference, a list of any proposed subcontractors and major material suppliers associated with the construction of the project will be submitted.

If the contract has a DBE or WBE / MBE requirement, the Design-Build Team shall submit a Monitoring Spreadsheet for the DBE Open-Ended Performance Plan (OEPP) within thirty (30) days of construction.

In accordance with Article 1101-1 and the Request for Proposals, the Design-Build Team shall submit Transportation Management Plans, including but not limited to Temporary Traffic Control Plans. The Design-Build Team shall designate an employee who is competent and experienced in transportation management to implement and monitor the Transportation

Management Plans. The qualifications of the designated employee must be satisfactory to the Engineer.

The Design-Build Team shall submit a Safety Plan and designate an employee as the Safety Supervisor.

Both plans shall be submitted at the preconstruction conference and must be satisfactory to the Engineer. Should the design plan include activities that would place personnel on the work site, Temporary Traffic Control Plans and a Safety Plan for those activities shall be submitted at the predesign conference.

During the preconstruction conference, the Engineer will designate a Department employee or employees who will be responsible to see that the Transportation Management Plans, including but not limited to the Temporary Traffic Control Plans, and any alterations thereto are implemented and monitored to the end that traffic is carried through the work in an effective manner. If approved by the Engineer, the Design-Build Team may designate one employee to be responsible for both the Temporary Traffic Control Plans and the Safety Plan. The Design-Build Team shall not designate its superintendent as the responsible person for either the Temporary Traffic Control Plans or the Safety Plan, unless approved by the Engineer.

If the project requires the Design-Build Team or State personnel work from falsework, within shoring, or in any other hazardous area, the Design-Build Team shall submit, as part of the Design-Build Team's Safety Plan, specific measures that will be used to ensure worker safety.

The Design-Build Team shall also submit a program for erosion control and pollution prevention on all projects involving clearing and grubbing, earthwork, structural work, or other construction, when such work is likely to create erosion or pollution problems.

If the Design-Build Team fails to provide the required submissions, the Engineer may order the preconstruction conference suspended until such time as they are furnished. Work shall not begin until the preconstruction conference has been concluded and the Safety Plan has been approved, unless authorized by the Engineer. The Design-Build Team shall not be entitled to additional compensation or an extension of contract time resulting from any delays due to such a suspension.

The Design-Build Team shall designate a qualified employee as Quality Control Manager. The Quality Control Manager shall be responsible for implementing and monitoring the quality control requirements of the project.

Page 1-64, Article 108-4, add the following sentence to the end of this article:

The Design-Build Team shall record the proceedings of these conferences and distribute the final minutes of the conferences to all attendees.

Page 1-65, Article 108-6, replace "40%" with "30%" in the 1st paragraph.

Page 1-66, Article 108-6, replace "35%" with "25%" in the 2nd paragraph.

Pages 1-67, delete Article 108-8 and replace with the following:

108-8 FAILURE TO MAINTAIN SATISFACTORY PROGRESS

The Engineer will check the Design-Build Team's progress at the time each partial pay request is received. The Design-Build Team's progress may be considered as unsatisfactory if, according to the Progress Schedule, the projected finish date for all work exceeds the scheduled finish date by more than 10%.

When the Design-Build Team's progress is found to be unsatisfactory as described above, the Engineer may make written demand of the Design-Build Team to state in writing the reason for the unsatisfactory progress and produce such supporting data as the Engineer may require or the Design-Build Team may desire to submit. The Engineer will consider the justifications submitted by the Design-Build Team and extensions of the completion date that have or may be allowed in accordance with Subarticle 108-10(B) and as modified herein.

When the Design-Build Team cannot satisfactorily justify the unsatisfactory progress the Engineer may invoke one or more of the following sanctions:

1. Withhold anticipated liquidated damages from amounts currently due or which become due.

2. Remove the Design-Build Team and individual managing firms of the Design-Build Team and / or prequalified design firms from the Department's Prequalified Bidders List.

When any of the above sanctions have been invoked, they shall remain in effect until rescinded by the Engineer.

Page 1-70, Subarticle 108-10(B), add the following as the first paragraph:

Only delays to activities which affect the completion date or intermediate contract date will be considered for an extension of contract time. No extensions will be granted until a delay occurs which impacts the project's critical path and extends the work beyond the contract completion date or intermediate completion date. Any extension to the completion date or intermediate contract date will be based on the number of calendar days the completion date or intermediate completion date is impacted as determined by the Engineer's analysis.

Pages 1-70, delete Subarticle 108-10(B)(1) in its entirety.

Page 1-74, delete Subarticle 108-13(D)(2) in its entirety.

SECTION 109
MEASUREMENT AND PAYMENT

Page 1-75, Article 109-2, delete the last sentence of the 1st paragraph and replace with the following:

Payment to the Design-Build Team will be made only for the work completed, certified and accepted in accordance with the terms of the contract.

Pages 1-80, delete Subarticle 109-4(A) and replace with the following:

109-4 PARTIAL PAYMENTS

(A) General

Partial payments will be based upon progress estimates prepared by the Engineer at least once each month on the date established by the Engineer. Partial payments may be made twice each month if in the judgment of the Engineer the amount of work performed is sufficient to warrant such payment. No partial payment will be made when the total value of work performed since the last partial payment amounts to less than $10,000.00. Partial payments will be approximate only and will be subject to correction in the final estimate and payment.

When the contract includes one lump sum price for the entire work required by the contract, partial payments for the lump sum Design-Build price shall be based on a certified Schedule of Values submitted by the successful Design-Build Team and approved by the Engineer. The certification shall indicate the Design-Build Team has reviewed the information submitted and the information accurately represents the work performed for which payment is requested. The certified Schedule of Values shall be submitted no later than 30 calendar days after the date of award. Each item on the certified Schedule of Values shall be assigned a cost and quantity and shall be identified as an activity on the Progress Schedule. A revised certified Schedule of Values shall be submitted with each update of the Progress Schedule as described in Article 108-2, and as modified herein, or when requested by the Engineer. A certified copy of the Table of Quantities shall also be submitted with each payment request. The certification of the Table of Quantities shall indicate the Design-Build Team has reviewed the information submitted and the information accurately represents the materials for the work performed for which payment is requested.

When the contract includes lump sum items for portions of the work required by the contract, and the applicable section of the Specifications or Request for Proposals specify

the means by which the total amount bid be included in the partial pay estimates, the Engineer will determine amounts due on the partial pay estimate in accordance with the applicable portion of the Specifications or Request for Proposals.

The Engineer will withhold an amount sufficient to cover anticipated liquidated damages as determined by the Engineer.

Page 1-81, Subarticle 109-5(D), delete the 4th and 5th paragraphs and replace with the following:

Partial payments will not be made on seed or any living or perishable plant materials.

Partial payment requests shall not be submitted by the Design-Build Team until those items requested have corresponding signed and sealed RFC Plans accepted by the Department.

Pages 1-83, Article 109-10, add the following as bullets (E), (F) and (G) under the 1st paragraph.

(E) As-Built Plans

(F) All documents required elsewhere in this RFP

(G) Documents or guarantees to support any warranty provided by the Design Build Team

Proposal Quantities Estimate Report (Without Break Down)

C205201

51133.3.1

STATE FUNDED

BO-2418

PITT

GREENWAY AND MULTI-USE PATH CONSTRUCTION. (EXPRESS DB)

NORTH GREENE ST FROM 1ST ST TO MUMFORD RD.

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
			CONTRACT ITEMS			
0001	0000996000-N	SP	DESIGN AND CONSTRUCTION	Lump Sum		
0937/Apr06/Q1/D996000/E1				Total Length of Project:		1.100 MILES

REMOVE AND REPLACE SIDEWALK - ADDITIVE SCOPE OPTION:

In the space provided below, the bidder shall enter a lump sum price for executing a subsequent supplemental agreement to remove and replace the existing sidewalk on Bridge No. 730411 with the maximum width that can be accommodated in accordance with the applicable design criteria. Notice of the Department's intent to enter into such supplemental agreement, if any, will be given to the successful bidder within 90 calendar days of award of this contract. The construction timeframe associated with this additive scope option will be included in the notice of intent. No additional contract time will be granted for acceptance of this additive scope option.

The lump sum price submitted for this additive scope option will not be considered in determining the low bidder for this contract; however, the bidder must include a lump sum amount in the space below for the bid to be considered responsive.

Lump Sum Amount to remove and replace the existing sidewalk on Bridge No. 730411:

$_____

_____

(Contractor Name)

_____

(Signature of Responsible Person)

WIDEN AND OVERLAY SIDEWALK - ADDITIVE SCOPE OPTION:

In the space provided below, the bidder shall enter a lump sum price for executing a subsequent supplemental agreement to widen the existing sidewalk on Bridge No. 730411 to the maximum width that can be accommodated in accordance with the applicable design criteria and overlay the existing and proposed sidewalk to provide a uniform appearance across the full sidewalk width.

For the second adjustment, the depth of the overlay shall meet the manufacturer's guidelines for minimum depth. If the cover over existing reinforcing steel is less than 2", the minimum thickness for polymer concrete and latex modified concrete shall be whatever is required to provide 1.5" cover. The sidewalk finish grade shall remain consistent with the existing surface elevations along the entire length of the bridge.

Notice of the Department's intent to enter into such supplemental agreement, if any, will be provided to the successful bidder within 90 calendar days of award of this contract. The construction timeframe for this additive scope option will be included in the notice of intent. No additional contract time will be granted for the acceptance of this additive scope option.

The lump sum price submitted for this additive scope option will not be a considered in determining the low bidder for this contract; however, the bidder shall include a lump sum amount in the space below for the bid to be considered responsive.

Lump Sum Amount to widen and overlay the existing sidewalk on Bridge No. 730411:

$_____

_____

(Contractor Name)

_____

(Signature of Responsible Person)

NEW LOCATION MULTI-USE PATH - ADDITIVE SCOPE OPTION:

In the space provided below, the bidder shall enter a lump sum price for executing a subsequent supplemental agreement to design, purchase right-of-way, obtain permit, and construct a new location multi-use path between North Greene Street at the entrance to Pitt County Parcel 20547 and River Park North, a distance of approximately 1400 feet.

The final alignment and construction for the multi-use path on Pitt County parcels 18875, 20563, 20547, 26103, and 42773 shall be located north of the existing utility pole line situated north of the parcel driveway.

The Design-Build Team shall be responsible for the removal, handling, documentation, and lawful disposal of all debris, abandoned materials, scrap metal, tires, vehicles, and miscellaneous items encountered within the project limits and/or proposed right-of-way/easement areas as part of the clearing and grubbing operations, and necessary signing at the location where the greenway diverges from North Greene Street onto new location. All removal and disposal activities shall be performed in accordance with applicable local, state, and federal environmental regulations. Any contaminated, hazardous, or suspect materials encountered during construction shall be immediately reported to the Department and handled in accordance with all applicable environmental laws, regulations, and permit requirements.

Notice of the Department's intent to enter into such supplemental agreement, if any, will be provided to the successful bidder within 90 calendar days of award of this contract. The construction timeframe associated with this additive scope option will be included in the notice of intent. No additional contract time will be granted for acceptance of this additive scope option.

The lump sum price submitted for this additive scope option will not be considered in determining the low bidder for this contract; however, the bidder shall include a lump sum amount in the space below for the bid to be considered responsive.

Lump Sum Amount to the new location multi-use path:

$_____

_____

(Contractor Name)

_____

(Signature of Responsible Person)

FUEL USAGE FACTOR CHART AND ESTIMATE OF QUANTITIES

Description of Work	Units	Fuel Usage Factor Diesel #2	Estimate of Quantities
Unclassified Excavation	Gal / CY	0.29	CY
Borrow Excavation	Gal / CY	0.29	CY
Class IV Subgrade Stabilization	Gal / Ton	0.55	Tons
Aggregate Base Course	Gal / Ton	0.55	Tons
Sub-Ballast	Gal / Ton	0.55	Tons
Erosion Control Stone	Gal / Ton	0.55	Tons
Rip Rap	Gal / Ton	0.55	Tons
Aggregate for Cement Treated Base Course	Gal / Ton	0.55	Tons
Portland Cement for Cement Treated Base Course	Gal / Ton	0.55	Tons
* Asphalt Concrete Base Course	Gal / Ton	_____ 0.90 _____ 2.90	Tons
* Asphalt Concrete Intermediate Course	Gal / Ton	_____ 0.90 _____ 2.90	Tons
* Asphalt Concrete Surface Course	Gal / Ton	_____ 0.90 _____ 2.90	Tons
* Open-Graded Asphalt Friction Course	Gal / Ton	_____ 0.90 _____ 2.90	Tons
* Permeable Asphalt Drainage Course	Gal / Ton	_____ 0.90 _____ 2.90	Tons
* Sand Asphalt Surface Course, Type SA-1	Gal / Ton	_____ 0.90 _____ 2.90	Tons
* Ultra-Thin Bonded Wearing Course	Gal / Ton	_____ 0.90 _____ 2.90	Tons
Portland Cement Concrete Pavement	Gal / SY		
Through Lanes and Shoulders (> 11”)		0.327	SY
Through Lanes and Shoulders (9” to 11”)		0.272	SY
Through Lanes and Shoulders (<9”)		0.245	SY
** Structural Concrete (Cast-in-Place Only)	Gal / CY	0.98	CY

* Select 0.90 **OR** 2.90

** Structural Concrete shall be defined as cast-in-place Class A or Class AA concrete used in the construction of major structures for various work items identified in Division 4 of the *Standard Specifications*.

☐ The above quantities represent the estimate of total quantities for each item, as pertaining to Fuel Price Adjustments, for the design proposed in the Technical Proposal submitted under separate cover.

Or

☐ The Design-Build Team elects not to pursue reimbursement for Fuel Price Adjustments on this project.

The information submitted on this sheet is claimed as a “Trade Secret” in accordance with the requirements of G.S. 66-152(3) until such time as the Price Proposal is opened.

_____ _____

Signature, Title Dated

_____

Print Name, Title

(Submit a copy of this sheet in a separate sealed package with the outer wrapping clearly marked “Fuel Price Adjustment” and deliver with the Technical Proposal submittal.)

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

CORPORATION

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the prequalified bidder intends to do the work with his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. §133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

_____

Full name of Corporation

_____

Address as prequalified

Attest _____

Signature of **Secretary, Assistant Secretary**

Select appropriate title

_____

Print or type Signer's name

By _____

Signature of **President, Vice President, Assistant Vice President**

Select appropriate title

_____

Print or type Signer's name

CORPORATE SEAL

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

PARTNERSHIP

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

_____

Full name of Partnership

_____

Address as prequalified

_____ _____

Signature of Witness Signature of Partner

_____ _____

Print or type Signer's name Print or type Signer's name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

LIMITED LIABILITY COMPANY

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

_____

Full name of Firm

_____

Address as prequalified

_____	_____
Signature of Witness	Signature of **Member, Manager, Authorized Agent** *Select appropriate title*
_____	_____
Print or type Signer's Name	Print or type Signer's Name

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

JOINT VENTURE (2) or (3)

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) _____
Name of Joint Venture

(2) _____
Name of Contractor

_____
Address as prequalified

By

_____ _____
Signature of Witness or Attest Signature of Contractor

_____ _____
Print or type Signer's Name Print or type Signer's Name

If Corporation, affix Corporate Seal and

(3) _____
Name of Contractor

_____
Address as prequalified

By

_____ _____
Signature of Witness or Attest Signature of Contractor

_____ _____
Print or type Signer's Name Print or type Signer's Name

If Corporation, affix Corporate Seal and

(4) _____
Name of Contractor

_____
Address as prequalified

By

_____ _____
Signature of Witness or Attest Signature of Contractor

_____ _____
Print or type Signer's Name Print or type Signer's Name

If Corporation, affix Corporate Seal

CORPORATE SEAL(S)

NON-COLLUSION, DEBARMENT AND GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder _____

Print or type Individual Name

Trading and doing business as _____

Full name of Firm

_____

Address as prequalified

_____ _____

Signature of Witness | Signature of Prequalified Bidder, Individual

_____ _____

Print or type Signer's Name | Print or type Signer's Name

NON-COLLUSION, DEBARMENT GIFT BAN CERTIFICATION

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the prequalified bidder is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF PREQUALIFIED BIDDER

Name of Prequalified Bidder _____

Print or type Individual Name

_____

Address as prequalified

_____

Signature of Prequalified Bidder, Individually

_____

Print or type Signer's Name

_____

Signature of Witness

_____

Print or type Signer's name

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.

2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.

3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.

4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273*) provided by the Department, without subsequent modification, in all lower tier covered transactions.

5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.

6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and

d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐ Check here if an explanation is attached to this certification.

Contract No.: **C205201**

County: **Pitt County**

ACCEPTED BY THE
DEPARTMENT OF TRANSPORTATION

_____
Contract Officer

_____
Date

Execution of Contract and Bonds
Approved as to Form:

_____
Attorney General

Signature Sheet (Bid - Acceptance by Department)