

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

INDUSTRY DRAFT REQUEST FOR PROPOSALS



**EXPRESS DESIGN-BUILD
PROJECT**

TIP HN-0019

September 30, 2025



VOID FOR BIDDING

DATE AND TIME OF PRICE PROPOSAL OPENING: **December 16, 2025 AT 2:00 PM**

CONTRACT ID: **C205135**

WBS ELEMENT NO.: 51174.3.1

FEDERAL-AID NO. 5117401

COUNTY: Rutherford

ROUTE NO. US 64 / US 74A

MILES: 0.128 Mi.

LOCATION: US 64 at US 64 / US 74A, North Washington Street Intersection. Construct Roundabout

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. C205135
IN RUTHERFORD 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. C205135, 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. C205135 in Rutherford County by no later than the date(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 January 2024 NCDOT *Standard Specifications for Roads and Structures (Standard Specifications)*, and specifications prepared by NCDOT, herein after referred to as the Department, at the 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 otherwise noted 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 Specifications*.

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

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PROPOSAL FORMS - ITEMIZED SHEET, ETC.

Fuel Usage Factor Chart and Estimate of Quantities

Execution of Bid, Non-Collusion Affidavit, Debarment Certification and Gift Ban
Certification

Signature Sheet

***** PROJECT SPECIAL PROVISIONS *******BUILD AMERICA, BUY AMERICA (BABA)**

(11-15-22)(Rev. 7-16-24)

106

DB1 G05

Revise the *Standard Specifications* as follows:

Page 1-48, Article 106-1 GENERAL REQUIREMENTS, add the following after line 49:

(C) Build America, Buy America (BABA)

All manufactured products and construction materials permanently incorporated into any project shall meet requirements of the Build America, Buy America (BABA) Act of the Infrastructure Investment and Jobs Act (IIJA). Before any material or product shown on the Department's Build America, Buy America (BABA) List is included for payment on a monthly estimate, the Design-Build Team shall furnish the Engineer with a notarized certification certifying that the items conform to the BABA Act. The Department's Build America Buy America (BABA) List can be found on the Department's website below:

<https://connect.ncdot.gov/letting/LetCentral/NCDOT%20BABA%20Materials%20List.pdf>

Each purchase order issued by the Design-Build Team or a subcontractor for items on the BABA List to be permanently incorporated into any project shall contain in bold print a statement advising the supplier that the manufactured products and construction materials shall be produced in the United States of America. The Design-Build Team and all affected subcontractors shall maintain a separate file for BABA List items so that verification of the Design-Build Team's efforts to purchase items produced in the United States can readily be verified by an authorized representative of the Department or the Federal Highway Administration (FHWA).

CONTRACT TIME AND LIQUIDATED DAMAGES

(8-15-00)(Rev. 1-16-24)

108

DB1 G008C

The date of availability for this contract is [REDACTED], 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 [REDACTED].

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 **One Thousand Five Hundred Dollars (\$1,500.00)** 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 and lane closure time restrictions for US 64/74 Alt. are \$250.00 per hour period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #2 for offsite detour duration for US 64 / 74 Alt. are \$250.00 per hour period or any portion thereof.

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.

CONSTRUCTION MORATORIUM

(12-2-15)

DB1 G18C

No tree cutting will be allowed from **April 1st** through **October 15th** of any year.

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

(1-23-14)(Rev 1-21-25)

EDB1 G43

(A) Submittal of Quantities

Submit quantities on the *Fuel Usage Factor Chart and Estimate of Quantities* sheet, which is found at the following link:

<https://connect.ncdot.gov/letting/Design%20Build%20Resources/Express%20Design%20Build%20-%20Fuel%20Usage%20Factor%20Chart%20and%20Estimate%20of%20Quantities.pdf>

The Design-Build Team shall prepare an Estimate of Quantities that they anticipate 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.

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 \$ 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 and submit the *Fuel Usage Factor Chart and Estimate of Quantities* form will mean that the Design-Build Team is declining the Fuel Price Adjustments for this project.

(D) 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 and Estimate of Quantities* sheet. 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.

(E) Change Option

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

(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 Transport 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:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

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	<u>C203394</u>	Bid Reference Month	<u>January 2019</u>
Submittal Date	<u>8/31/2019</u>		
Work Item from the Table of Quantities	<u>237</u>		
Work Item Description	<u>APPROX....LBS Structural Steel</u>		

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 2019Submittal Date August 31, 2019Work Item from the Table of Quantities 158Work 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:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

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.

$$\text{BI} = \$36.12 / \text{CWT}$$

$$\text{MI} = \$64.89 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$64.89 / \$36.12 - 1) = (1.79651 - 1) = 0.79651162791$$

$$\text{Q} = 450,000 \text{ pounds}$$

$$\text{SPA} = 0.79651162791 * \$36.12 \times (450,000 / 100)$$

$$\text{SPA} = 0.79651162791 * \$36.12 * 4,500$$

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:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

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.

$$\text{BI} = \$46.72 / \text{CWT}$$

$$\text{MI} = \$27.03 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$27.03 / \$46.72 - 1) = (0.57855 - 1) = -0.421446917808$$

$$\text{Q} = 600,000 \text{ pounds}$$

$$\text{SPA} = -0.421446917808 * \$46.72 * (600,000 / 100)$$

$$\text{SPA} = -0.421446917808 * \$46.72 * 6,000$$

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:

$$\text{SPA} = ((\text{MI} / \text{BI}) - 1) * \text{BI} * (\text{Q} / 100)$$

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.

$$\text{BI} = \$29.21 / \text{CWT}$$

$$\text{MI} = \$43.13 / \text{CWT}$$

$$\% \text{ change} = ((\text{MI} / \text{BI}) - 1) = (\$43.13 / \$29.21 - 1) = (1.47655 - 1) = 0.47654912701$$

$$\text{Q} = 103,932 \text{ pounds}$$

$$\text{SPA} = 0.47654912701 * \$29.21 * (103,932 / 100)$$

$$\text{SPA} = 0.47654912701 * \$29.21 * 1,039.32$$

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

INDIVIDUAL MEETINGS WITH PROPOSERS

(9-1-11)

DB1 G048

The Department will provide at least one Question and Answer Sessions to meet with each proposer individually to specifically address questions regarding the draft Requests for Proposals.

After issuance of the First Industry Draft RFP, the Design-Build Team's Utility Coordinator shall coordinate with the affected utility owners at their discretion.

The Department will afford each proposer one additional meeting with the Department (maximum two-hour time limit) to discuss project specifics and address the proposer's concerns and questions. This meeting may occur at any time after the first Question and Answer Session with the proposers and before two weeks prior to the Price Proposal submittal date. The proposer shall request this meeting in writing to the State Contract Officer, providing the Department a minimum of one week advance notice of the requested date. The proposer shall also state in the request those disciplines within the Department that are requested to be in attendance. The Department makes no assurance that the request may be honored on that specific date or that all disciplines requested can be in attendance.

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 Technical and 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 Design-Build Proposal.
2. The Proposer shall deliver the Design-Build Proposal to the place indicated, and prior to the time indicated in this Request for Proposals.
3. The Design-Build Proposal documents shall be signed by an authorized employee of the Proposer.
4. The Design-Build Proposal shall be accompanied by Bid surety in the form of a Bid Bond or Bid Deposit, dated the day of the Technical and 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.

CONFIDENTIAL QUESTIONS

(1-5-07)

DB1 G56B

The Design-Build Team will be permitted to ask confidential questions of the Department, which either the question nor answer will be shared with other proposing teams. For the purpose of this provision, "confidential question" is defined as a private inquiry containing information whose disclosure could alert others to certain details of doing business in a particular manner. The Department will determine if the question is considered a confidential question.

- I. Confidential questions arising prior to issuance of the Final Request for Proposals will be allowed at the External RFP review with the individual teams.

The Department will answer the confidential question verbally at the meeting if possible. If not answered verbally during the meeting, the Department will answer the confidential question by subtle changes in the Final Request for Proposals, which will clarify the

scope by either allowing or disallowing the request. The revision will be made in such a manner as to not disclose the confidential question.

- II. After the issuance of the Final Request for Proposals, confidential questions may be asked by requesting a meeting with the Contract Officer. The request shall be in writing and provide sufficient detail to evaluate the magnitude of the request. Questions shall be of such magnitude as to warrant a special meeting. Minor questions will not be acknowledged or answered.

After evaluation, the Contract Officer will respond to the question in writing to the Design-Build Team only. Other teams will not be notified of the question or answer.

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:

<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2026 (07/01/25 - 06/30/26)	% of Total Amount Bid
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
2030 (07/01/29 - 06/30/30)	% of Total Amount Bid
2031 (07/01/30 - 06/30/31)	% of Total Amount Bid
2032 (07/01/31 - 06/30/32)	% of Total Amount Bid
2033 (07/01/32 - 06/30/33)	% 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. 5-9-24)

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 throughout the life of the project 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 throughout the life of the project 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).

DBE Open-Ended Performance Plan (OEPP) – Written documentation from the Proposer submitted with the Price Proposal on how the DBE goal will be achieved. The OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services with projected dollar amount that the Proposer will solicit DBEs to perform in addition to the other requirements as outlined in this special provision found elsewhere in the Request for Proposal (RFP).

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 DBE Open-Ended Performance Plan along with a listing of the types of subcontracting work or services with the projected dollar amount.

Manufacturer - A firm that owns (or leases) and operates or maintains a factory or establishment that produces on the premises, the materials or supplies obtained by the Design-Build Team. A firm that makes minor modifications to the materials, supplies, articles, or equipment is not a manufacturer.

Regular Dealer - A firm that owns (or leases), and operates a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in sufficient quantities, 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, concrete or concrete products, gravel, stone, asphalt and petroleum products need not keep such products in stock, if it owns and operates distribution equipment for the products. Any supplement of regular dealers' own distribution equipment shall be by a long-term operating lease and not on an ad hoc or contract-by-contract basis.

Distributor - A firm that engages in the regular sale or lease of the items specified by the contract. A distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance.

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.zip>

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, regular dealer or distributor 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) during the life of the project.

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

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 during the life of the project.

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

DBE Regular Dealer/Distributor Affirmation Form – Form is used to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively of the cost of materials or supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 49 CFR 26.55 under the contract at issue. A Contractor will submit the completed form with the Letter of Intent.

<https://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20Regular%20Dealer-Distributor%20Affirmation%20Form%20-%20USDOT%202024.pdf>

DBE Goal

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

Disadvantaged Business Enterprises **4.0%**

- (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.

This goal is to be met through utilization of highway construction contractors and/or right of way acquisition firms. The utilization of DBE firms performing design, other preconstruction services, or Construction Engineering and Inspection are not included in this goal.

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.

DBE Open-Ended Performance Plan (OEPP)

In design-build contracting, the Department shall set a DBE goal that a proposer must show how it plans to meet the goal when submitting a DBE Open-Ended Performance Plan (OEPP) with its price proposal.

To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amount) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed during the life of the project and annual participation target by contract year. The OEPP must also include proposed DBE Outreach efforts. A statement must be provided by the proposer agreeing to take all reasonable steps to follow the DBE Open-Ended Performance Plan and meet the DBE requirements as stated in the proposal.

After award of the contract, the Design-Build Team shall identify DBE firms throughout the life of the project to perform the scopes of work listed in its OEPP. Only those subcontractors

identified to meet the DBE goal will be considered committed, even though the OEPP shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted during the life of the project will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time the Subcontract Approval Form (SAF) is submitted to the Department for approval will be acceptable for listing in the Contractor's OEPP.

If the DBE goal is zero, a DBE Open-Ended Performance Plan (OEPP) is not required for the zero goal, however any DBE participation that is achieved during the life of the project shall be reported in accordance with requirements contained elsewhere in this special provision.

The use of the OEPP for the Design-Build project shall be in accordance with the Department's DBE Open-Ended Performance Plan (OEPP) Guidelines. The OEPP Guidelines can be found at the following link.

[NCDOT DBE Open-Ended Performance Plan \(OEPP\) Guidelines Link](#)

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 the DBE Open-Ended Performance Plan just as a non-DBE proposer would.

Written Documentation – Letters of Intent

The Design-Build Team shall submit written documentation throughout the life of the project for each DBE that will be used to meet the DBE contract goal, indicating the Design-Build Team'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 sent to the Engineer for review and approval. If the Design-Build Team fails to submit the Letter of Intent (LOI) for a committed DBE firm for each specified scope of work (and dollar amount) as listed in the OEPP 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 as outlined in the Design-Build Team's OEPP, the Design-Build Team shall submit evidence of good faith efforts, completed in its entirety.

Submission of Good Faith Effort

Once the design-build contract is awarded, the Department shall provide ongoing monitoring and oversight to evaluate whether the Design-Build Team is using good faith efforts to comply with the OEPP and schedule. The Department and the Design-Build Team may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the Design-Build Team will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the Design-Build Team continues to use good faith efforts to meet the goal.

Solicitations shall be provided at least thirty (30) days prior to the availability of the work scope as defined in the DBE Open-Ended Performance Plan. 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. 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.

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

Adequate good faith efforts mean that the Design-Build Team 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 Design-Build Team 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 Design-Build Team has made. Listed below are examples of the types of actions a Design-Build Team 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. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The Design-Build Team 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 Design-Build Team 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 Design-Build Team'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.
 - (2) A Design-Build Team 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 Design-Build Team'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 Design-Build Team of the responsibility to make good faith efforts. 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 firms 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 Design-Build Team'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 Design-Build Team.
- (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 the Business

Opportunity and Work Force Development Unit at BOWD@ncdot.gov for assistance with soliciting DBE quotes for the various scopes of work.

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

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

- (1) Whether the Design-Build Team's documentation reflects a clear and realistic plan for achieving the DBE goal.
- (2) The Design-Build Team's past performance in meeting the DBE goals.

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 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) Manufacturer, Regular Dealer, Distributor

A Design-Build Team may count toward its DBE requirement 40 percent of its expenditures for materials or supplies (including transportation costs) from a DBE distributor, 60 percent of its expenditures for materials or supplies (including transportation costs) from a DBE regular dealer and 100 percent of such expenditures obtained from a DBE manufacturer.

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

- (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, regular dealer, nor a distributor count the entire amount of fees or commissions charged that the Department deems to be reasonable, including transportation charges for the delivery of materials or supplies. Do not count any portion of the cost of the materials and supplies themselves.

A Design-Build Team will submit a completed DBE Regular Dealer/Distributor Affirmation Form with the Letter of Intent to the State Contractor Utilization Engineer or DBE@ncdot.gov. The State Contractor Utilization Engineer will make a preliminary assessment as to whether a DBE supplier has the demonstrated capacity to perform a commercially useful function (CUF) on a contract-by-contract basis prior to its participation.

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 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 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 or any portion of its work 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 a DBE subcontractor or any portion of its work, 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 or any portion of its work after receiving the Department's written approval based upon a finding of good cause for the proposed termination and / or substitution. Good cause does not exist if the Contractor seeks to terminate a DBE or any portion of its work that it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE was engaged, or so that the Contractor can substitute another DBE or non-DBE contractor after contract award. 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; and
- (j) Other documented good cause that compels the termination of the DBE subcontractor.

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 Contractor 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 but not the overall goal.

- (i) If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract. The Department may continue to count participation equal to the remaining work performed by the decertified firm which will count toward the contract goal requirement and overall goal.
 - (ii) If the DBE's ineligibility is caused solely by its acquisition by or merger with a non-DBE during the performance of the contract. The Department may not continue to count the portion of the decertified firm's performance on the contract remaining toward either the contract goal or the overall goal, even if the Contractor has executed a subcontract with the firm or the Department has executed a prime contract with the DBE that was later decertified.
- (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Contractor 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).

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 (40.0%, 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.

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.

USE OF UNMANNED AIRCRAFT SYSTEM (UAS)

(1-16-24)

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 *Small UAS Rule*, NC GS 15A-300.2 *Regulation of launch and recovery sites*, NC GS 63-95 *Training required for the operation of unmanned aircraft systems*, NC GS 63-96 *Permit required for commercial operation of unmanned aircraft system*, and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit, as well as operating a UAS registered with the FAA.

Prior to beginning operations, the Design-Build Team shall complete the NCDOT UAS - Flight Operation Approval Form and submit it to the Engineer for approval. All UAS operations shall be approved by the Engineer, in writing, 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*.

1.0 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.

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.

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 at each bridge site for maintenance 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 term of the manufacturer's guarantee. NCDOT would 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 would include pavement structures, bridge components, 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 (i.e. mowing grass, debris removal, ruts in earth shoulders,) 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 will be removed for a minimum of 6 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 AND SEDIMENT CONTROL/STORMWATER CERTIFICATION

(1-16-07) (Rev 07-10-23)

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 Pollution 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 Supervisor to manage the Design-Build Team and subcontractor 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 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. 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, 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 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 are, but are not limited to:

- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operation/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 7 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. Additional monitoring may be required at the discretion of Division of Water Resources personnel 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 Division of Water 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 subcontractors 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 Designer* and notify the Engineer of changes in certified personnel over the life of the contract within 2 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 Installers* 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 10 calendar days after receiving notice of the proposed adverse action.

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

Failure to appeal within 10 calendar days will result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified will 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 7 days of hearing the appeal. Decision of the Chief Engineer will 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 Designer will be incidental to the project for which no direct compensation will be made.

TACK FOR MULCH FOR EROSION CONTROL

(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](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

Culvert No. 990173 and Bridge No. 990156 are located within the National Forest Service Lands. The Design-Build Team shall perform clearing on this project that adheres to the Special Requirements for Work in National Forest Service Lands Project Special Provision found elsewhere in the RFP. (Reference the National Forest Service Lands Project Special Provisions).

BUILDING AND APPURTENANCE REMOVAL / DEMOLITION

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

DB2 R12A

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.

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.

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, PSP, Aluminized Corrugated Steel Pipe, Polypropylene 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 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](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, storm drainage system pipes, and open-ended cross drains shall be Reinforced Concrete Pipe unless 1 the pipe slope is greater than 10%, in which case the pipe shall be either Corrugated Aluminum Alloy Pipe or Aluminized Corrugated Steel 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 \$ **PRICE TO BE INCLUDED IN THE FINAL RFP** 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.

WORKSPACE FOR DEPARTMENT STAFF

(6-1-07)

DB 08-02

The Design Build Team shall provide and maintain space for one Department staff member at the project site. This space can be a separate facility or part of the area provided to the Design Build Team. The workspace provided shall be adequately lighted, and will include as a minimum, one desk, one chair, one telephone (a separate line from the Design-Build Team), and Internet access. The Engineer shall make the final determination for location and adequacy of the facilities.

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.

TEMPORARY PORTABLE TRAFFIC SIGNAL SYSTEM

Furnish, install, place in operation, repair, maintain, relocate, and remove temporary portable traffic signal system. Comply with the provisions of Section 1700 of the *Standard Specifications*.

Materials

Provide a complete portable traffic signal system that is totally mobile and capable of being relocated as traffic conditions demand. Design the system for operation with or without an external power source. Provide a pop-up trailer system or a pedestal mounted system at the discretion of the Department.

Pop-Up Trailer System: Provide a signal control trailer for each signalized approach with two vehicle signal heads per trailer. This system should be designed with at least one vehicle signal head over the travel lane. Design the portable traffic signal system to perform without interruption. This system should be designed to operate for a minimum of 21 days without sunlight on battery power alone. Provide one operator unit for each portable traffic signal system. Furnish transmitters, solar assemblies, batteries, controls, backup systems and all other components necessary to operate the system.

Pedestal Mounted System: Provide a system that includes two signal control trailers for each signalized approach with one pedestal mounted vehicle signal head per trailer. Pedestal mounted signals should be dual indicated for each signalized approach. Design the portable traffic signal system to perform without interruption. This system should be designed to operate for a minimum of 72 hours without sunlight on battery power alone. Provide one operator unit for each portable traffic signal system. Furnish transmitters, solar assemblies, batteries, controls, backup systems and all other components necessary to operate the system.

Ensure each system meets the physical display and operational requirements of conventional traffic signals as specified in PART IV of the *Manual on Uniform Traffic Control Devices (MUTCD)* and the *North Carolina Supplement to the MUTCD* in effect on the date of advertisement.

Used equipment will be acceptable if the equipment is in good working condition. Design-Build Team retains ownership of the portable traffic signal systems.

Provide yellow 12-inch aluminum or polycarbonate vehicle signal heads with 10-inch tunnel visors, backplates and Light Emitting Diode (LED) modules. Provide aluminum signal heads and backplates listed on the Department's Qualified Products List (QPL) for traffic signal equipment. Provide polycarbonate signal heads and visors that comply with the provisions pertaining to Signal Heads within these *Project Special Provisions* with the following exceptions:

Fabricate signal head housings, end caps, and visors from virgin polycarbonate material. Provide U.V. stabilized polycarbonate plastic with a minimum thickness of 0.1 ± 0.01 inches that is highway yellow (Federal Standard 959A, Color Chip 13538). Ensure the color is incorporated into the plastic material before molding the signal head housings and end caps. Ensure the plastic formulation provides the following physical properties in the assembly (tests may be performed on separately molded specimens):

Test	Required	Method
Specific Gravity	1.17 minimum	ASTM D 792
Vicat Softening Temperature, °F	305-325	ASTM D 1525
Brittleness Temperature, °F	Below -200	ASTM D 746
Flammability	Self-extinguishing	ASTM D 635
Tensile Strength, yield, PSI	8500 minimum	ASTM D 638
Elongation at yield, %	5.5-8.5	ASTM D 638
Shear, strength, yield, PSI	5500 minimum	ASTM D 732
Izod impact strength, ft-lb/in [notched, 1/8"]	15 minimum	ASTM D 256
Fatigue strength, PSI at 2.5 mm cycles	950 minimum	ASTM D 671

To minimize signal head movement due to wind, mount top and bottom of signal heads to the signal head supports.

Provide 120V AC powered LED modules listed on the QPL or provide 12V DC powered LED modules that meet the *ITE VTCSH Part 2: Light Emitting Diode (LED) Vehicle Signal Modules (Interim Purchase Specification)* with the exception of paragraphs 5.2, 5.3, 5.7, and testing associated with 120V AC. Ensure DC powered LED modules operate with input power between 9V DC and 15V DC.

Provide trailers that have durable paint in highway orange, Federal Standard 595a Color Chip ID # 12473 with a minimum paint thickness of 2.5 mils.

Provide trailers with a 12-volt trailer lighting system complying with *Federal Motor Carrier Safety Regulations 393*, safety chains, and a 2-inch ball hitch. When provided, locate generators, fuel tanks, batteries and electronic controls in protective housings that are provided with locks to restrict access.

Design the trailer assembly and signal supports to withstand an 80 MPH wind load with the signal supports raised in the operating position. Provide independent certification from a registered Professional Engineer that the assembly meets this 80 MPH wind load requirement. Provide a reliable hydraulic, electric or manual means for raising and lowering the signal support members. Provide screw-type stabilizing and leveling devices with a self-leveling foot to support the unit in the operating position on slopes 1V:3H or flatter when detached from the transporting vehicle.

During manual operation, ensure the system provides a means of informing the operator of signal indications, such as a light on the back of each signal head that illuminates when the signal displays a red indication.

Design the temporary portable traffic signal system to perform without interruption during the time it is in operation.

Where a traffic actuated system is required, provide a system control unit that is capable of pre-timed operation, traffic actuated operation, a variable green time interval dependent upon vehicle actuations, and programmable yellow clearance and red clearance intervals. Furnish all sensors to monitor vehicle demands for vehicle actuation per the Project Special Provisions and Section 1098 of the *Standard Specifications*.

Design the systems to be fail-safe. Ensure the system monitors the following conditions: lack of green, yellow, and red signal indication voltage, total loss of indication on any approach, presence of multiple signal indications on any approach, conflicting green/yellow signal indications, and low power condition. In the event any of these conditions are detected, immediately begin flashing operation of red indications in all directions.

Provide either hard-wired, microwave, or radio controlled type communications for pre-timed and traffic actuated temporary portable traffic signal systems. In the event a loss of communication is detected, immediately begin flashing operation of red indications in all directions.

Ensure systems that use wireless communication links continuously monitor and verify proper transmission and reception of data used to monitor and control each signal head. Ensure ambient mobile or other radio transmissions or adverse weather conditions do not affect the system. Encode signal transmissions digitally to protect radio transmissions from interference. Do not violate FCC regulations and ensure radio frequencies are appropriate for portable signal equipment applications.

Upon detecting a malfunction, ensure all signals go to a flashing red condition and the operator is notified by a reliable means approved by the Engineer. Provide a battery back-up system for generator and direct current powered signal systems to power the warning means and "flashing red" condition. Provide a back-up system with a 72-hour minimum reserve.

Ensure the system meets the Environmental Standards for traffic signals in accordance with NEMA TS-1, Section 2.

Construction Methods

Do not use portable traffic signal systems in a work area with intersecting streets or driveways, unless directed by the Engineer.

Do not install portable traffic signal within 300 feet of at-grade railroad crossing.

During automatic operation, ensure the motorist has an unobstructed view of opposing traffic.

Install stop bars and warning signs and operate portable traffic signals in accordance with the Traffic Control Plan.

If modification to the distance between signal units is required after the units are positioned, relocate the signals or the system and make the necessary timing revisions only as directed by the Engineer.

Submit a traffic signal timing plan to the Engineer for approval a minimum of two weeks prior to installation. Include the following items in the plan: distance between stop bars, speed limit to be posted during operation, each approach grade, recommended yellow change interval, recommended red clearance interval, recommended minimum and maximum green intervals. Make timing changes to approved signal timing plan only as authorized by the Engineer. Keep a written record of all timing changes.

Allow only trained operators to set up and operate the system. Provide an experienced operator at all times for each temporary portable traffic signal system during periods of manual operation. Do not violate yellow change and red clearance intervals during periods of manual operation.

Perform all maintenance operations required by the system manufacturer including periodic cleaning of the systems. Ensure properly skilled and trained maintenance personnel are available to maintain the system in good working order and to perform all emergency and preventive maintenance as recommended by the system manufacturer.

Furnish the Engineer with the name, office telephone number, cellular (mobile) telephone number, and pager number of the supervisory employee who will be responsible for maintenance and repair of equipment during all hours.

For all failures, malfunctions, or damage to this equipment, begin necessary repairs within four hours of notification. Complete repairs within eight hours of notification. Comply with Section 150 for maintenance of traffic flow. The inability to contact the supervisory employee or prearranged alternate will not extend repair time requirements.

In the event that the system becomes inoperative, be prepared at all times to revert to flagging operations or suspend all construction activities requiring the use of the temporary portable traffic signal system until the system is restored to proper operation. Implement flagging operations as shown on Roadway Standard Drawing No. 1101.02 Sheet 1 (Closure of one lane of a Two-lane, Two-way Highway).

When not in operation, remove signal heads from the view of traffic or cover signal heads with burlap bags or bags made of non-ripping material specifically designed for covering signal heads. Do not use trash bags of any type. Remove, cover, fold, or turn all inappropriate signs so that they are not readable by oncoming traffic.

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 Contract Standards and Development 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 *“Express Design-Build Bridge Replacement Submittal Guidelines - Year 5 March 24, 2016”* 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 HN-0019 constructs a roundabout at the intersection of US 64 / US 74A /North Washington Street in Rutherfordton.

Project services include, but are not limited to:

- **Design Services** – completion of construction plans
- **Construction Services** – necessary to build and ensure workmanship of the designed facility
- **Permits** – development of all documents for permits, as necessary
- **Right of Way or Easement Acquisition Services** – as may be necessary
- **Utility Coordination** – minor utility relocation efforts, as needed
- **As-Built Drawings**

Construction Engineering Inspection shall be provided by 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 constructs a roundabout at the intersection of US 64 / US 74A /North Washington Street in Rutherfordton. 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*.

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 roundabout. 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
- Structure Design
- Permit Application
- Hydraulic Design
- Geotechnical Engineering
- GeoEnvironmental
- Subgrade Stabilization
- Foundation Design for Structures and Roadway
- Erosion and Sedimentation Control Design and Implementation
- Transportation Management Plan Design and Implementation
- Pavement Marking Design
- Sign Design
- Construction
- Project Management
- Design and Construction Management
- Utility Construction
- R/W Utilities, Conflicts and / or Construction
- Construction Surveying
- Location and Surveys
- 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 policies. 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 policies, 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 SUBMITTAL SITE

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 Design-Build 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 "HN-0019" 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 "*Express Design-Build Bridge Replacement Submittal Guidelines – Year 5, March 24, 2016*". 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/projects/roadway/pages/private-engineering-firm-resources.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 or their subcontractors shall restrict such person or persons from working on any of the Design-Build Team's contracted projects in which the person or persons were "formerly involved" while employed by the State. The restriction period shall be for the duration of the contracted 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 shall 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 December 16, 2025.**

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. Ronald E. Davenport, Jr., 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 and read 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 of 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.

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

ROADWAY SCOPE OF WORK (9-30-25)

Throughout this RFP, references to the Preliminary Roadway Plans shall denote the HN-0019_RDY_PLANSET_03202028 March 28, 2025, MicroStation files and the HN-0019 Design Public Meeting Maps dated June 2025.

Throughout this RFP, references to the mainline, -L1- Line, and -L2- shall denote US 64 / US 74 Alt.

Project Details

- The design and construction of a single lane roundabout at the intersection of US 64 / US 74 Alt with SR 1218 (North Washington Street) and SR 1369 (Frady Street). Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct the mainline, providing the same or better access, widening, improvements and traffic measures of effectiveness, in the Department's sole discretion, included in the Preliminary Roadway Plans provided by the Department. The mainline, construction limits shall be of sufficient length to tie to existing based upon the current NCDOT guidelines and standards. The mainline shall be designed and constructed to meet a 40-mph design speed for a principle arterial reducing to 25 mph through the roundabout intersection. The mainline shall be designed and constructed in accordance with the 2024 AASHTO *A Policy on Geometric Design of Highways and Streets*, Table 3-10 ($e_{\max} = 4\%$).
- Along the mainline, excluding the transitions required to tie to the existing outside shoulders at the project limits, the Design-Build Team shall design and construct curb and gutter and a minimum 10-foot berm.
- Unless noted otherwise elsewhere in this RFP, the maximum allowable cut and fill slope shall be 2:1. (Reference the Geotechnical Engineering Scope of Work found elsewhere in this RFP)
- Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct -Y- Lines and cul-de-sacs / turnarounds providing the same or better access, widening, improvements and traffic measures of effectiveness, in the Department's sole discretion, included in the Preliminary Roadway Plans provided by the Department. The limits of -Y- Line construction shall be of sufficient length to tie to existing based upon the current NCDOT guidelines and standards.
- Excluding modifications included in the Preliminary Roadway Plans provided by the Department, the Design-Build Team shall coordinate with, and obtain written approval from, the Engineer and any / all Municipalities for horizontal alignment revisions to municipal streets. The Department will not honor any request for additional contract time or compensation for any efforts required to obtain the aforementioned approval(s), including but not limited to public involvement, additional design effort, additional construction effort, and / or additional environmental agency coordination and approval.

- For all intersection design modifications, the Design-Build Team shall provide a traffic analysis that adheres to the March 25, 2022, NCDOT *Congestion Management Capacity Analysis Guidelines* for the Department's review and acceptance.
- For all roadway designs provide adequate width and pavement widening for curves based on the design vehicle and AASHTO guidance.
- Unless noted otherwise elsewhere in this RFP, all roundabouts shall adhere to the design and operation parameters as detailed in NCHRP Research Report 1043: *Guide for Roundabouts* - 2023. In addition to the requirements noted above all roundabouts shall adhere to the following:
 - Prior to the Preliminary Plan submittal, the Design-Build Team shall provide a functional roundabout design (horizontal and vertical alignments), and fastest path and vehicle sweep path diagrams for **all movements** for review and acceptance. Should the Design-Build Team after Preliminary Plans are accepted change the horizontal and / or vertical alignment of the roundabout the Design-Build Team shall provide a functional roundabout design (horizontal and vertical alignments), and fastest path and vehicle sweep path diagrams for **all movements** for review and acceptance prior to the Final Plan submittal.
 - Unless noted otherwise elsewhere in this RFP the Design-Build Team shall design and construct all roundabouts to accommodate a WB-62 design vehicle without the cab of the truck traversing over the center truck apron or the trailer traversing over the exterior 2'-6" curb and gutter. Large passenger vehicles, e.g., buses, should stay-in-lane without using the truck apron.
 - The Design-Build Team shall design and construct the northbound Washinton Street to eastbound Mountain Street right-turn and the southbound Frady Street to westbound Washinton Street right-turn to accommodate a city bus design vehicle.
 - The Department prefers an entry speed for single-lane roundabout of 20 mph. Thus, justification, in the Department's sole discretion, shall be provided for all entry speeds that exceed 20 mph.
 - The Department prefers that all roadway grades approaching a roundabout are 4.0% or less. Thus, justification, in the Department's sole discretion, shall be provided for all roadway approach grades that are steeper than 4.0%.
 - The Department prefers that the circulatory roadway for all roundabouts have a normal pavement slope of 2% outward from the interior truck apron.
 - The Department prefers that the geometry of the roundabout avoids the need for exterior truck aprons. Where the need for an exterior truck apron cannot be avoided, a 3-inch rolled curb shall be placed between the circular roadway and apron. A modified curb ramp is required for any pedestrian crossing through the external truck apron.

- The Design-Build Team shall design and construct interior truck aprons for all roundabouts with a slope of 2% outward from the center island.
- The Design-Build Team shall design and construct all single-lane circular roundabouts with a minimum Inscribed Circle Diameter (ICD) of 130 feet.
- The Design-Build Team shall design and construct approach and entry lane widths at a minimum of 12 feet for single-lane roundabouts.
- The Design-Build Team shall design and construct exit widths and curbs to accommodate the design vehicle path within the curb lines.
- The Design-Build Team shall design all roundabouts with an angle of intersection not less than 75 degrees for each leg.
- The Design-Build Team shall design and construct splitter islands along the approach roadway when the approach roadway design speed is 50 mph or less.
- The Design-Build Team shall design and construct five-inch keyed-in monolithic concrete islands for all roundabout approach / departure channelization islands, including the splitter islands.
- The Design-Build Team shall design and construct all splitters islands, and right-turn bypass lane separator islands with a minimum six-foot width at pedestrian crossings. The Design-Build Team shall provide two-foot wide detectable warning surface at all pedestrian crossings in each direction of pedestrian travel. The Design-Build Team shall provide pedestrian crossings widths equal to the largest pedestrian facility being connected.
- Unless noted otherwise elsewhere in this RFP, the roundabout center island shall be capped with four inches of concrete. All roundabout approach / departure channelization islands shall be designed and constructed with concrete
- Except for required signing, the Design-Build Team shall not design and construct physical elements (raised central islands, landscaping, berming, or other types of raised features) that exceed 3.5 feet in height from approach lane(s) that would impede stopping, intersection and decision sight distances or the view angle.
- For single lane roundabouts the Design-Build Team shall design and construct minimum 16-foot circulating lane inside the roundabout.
- The Design-Build Team shall design and construct a 3-inch concrete rolled curb between the roundabout lane and the concrete truck apron. The Design-Build Team shall design and construct 9" x 14" concrete curb between the truck apron and the center island. The Design-Build Team shall provide details for both modified curbs.

- At all intersections with restricted movements impacted by the Design-Build Team's design and / or construction methods, excluding resurfacing, the Design-Build Team shall provide five-inch keyed-in concrete monolithic channelization islands, regardless of the island dimensions, unless directed otherwise by the Engineer. (Reference 2024 NCDOT *Roadway Standard Drawings (Standard Drawing)* No. 852.01)
- The Design-Build Team shall provide cul-de-sacs on all paved roads that are dead-ended. All cul-de-sacs shall be designed and constructed with a minimum 30-foot radius. The Design-Build Team shall provide turnarounds on all nonpaved roads that are dead-ended. All turnarounds shall accommodate a fire truck (Smeal Platform 87) and be constructed with 8-inches of ABC.
- The Design-Build Team shall bring to the Alternative Delivery Unit's attention any deviations from the proposed control of access and / or right of way shown on the Preliminary Roadway Plans provided by the Department. The proposed control of access and / or right of way limits may deviate in proximity to cultural, historic, or otherwise protected landmarks, including cemeteries, to eliminate / minimize impacts. Prior to negotiating right of way, easements and / or control of access with property owners, the Department shall accept the Right of Way Plans developed by the Design-Build Team.
- Except as required elsewhere in this RFP and / or to eliminate a design exception, the Design-Build Team shall not further impact any cultural, historical or otherwise protected landmark or topographic feature beyond that shown on the Preliminary Roadway Plans provided by the Department. Unless approved otherwise by the Department, in writing, the Design-Build Team shall not acquire right of way, easements and / or control of access from a parcel with the aforementioned features unless shown on the Preliminary Roadway Plans provided by the Department.
- Excluding the proposed retaining wall at the existing intersection with Hickory Street, the Design-Build Team shall design and construct all retaining walls a minimum of ten feet inside the right of way.
- Throughout construction areas that consist solely of pavement marking obliterations / revisions, the Design-Build Team shall provide a uniform overlay or design and construct a resurfacing grade. Excluding construction areas that consist solely of pavement marking obliterations / revisions that are uniformly overlaid, the Design-Build Team shall, at a minimum, design and construct resurfacing grades for all roadways impacted by construction and all roadways shown to be resurfaced on Preliminary Roadway Plans provided by the Department. All uniform overlays and resurfacing grades shall 1) completely cover the entire pavement surface (travel lanes and paved shoulders) and 2) be extended on a one-way roadway of a divided facility, as required, to provide the same limits for both directions of travel. All resurfacing grades shall adhere to the design criteria and standards, provide all required pavement wedging and adhere to the minimum requirements noted below. (Reference the Pavement Management Scope of Work found elsewhere in this RFP)

- The Design-Build Team shall resurface all lanes and shoulders of an undivided facility throughout the limits of proposed widening and construction.
- Unless noted otherwise elsewhere in this RFP, for both divided and undivided facilities, the Design-Build Team shall resurface all lanes and shoulders within the outermost construction limits of all proposed widening and construction, including **all** gaps along the facility where construction activities are not required.
- The Design-Build Team will not be required to resurface the gap in construction on US 64 / 74 Alt. and Hickory Street.
- Unless noted otherwise elsewhere in this RFP, all berms shall be constructed to accommodate a minimum 5-foot wide sidewalk.
- Prior to submitting the Price Proposal, the Design-Build Team shall investigate to determine the possibility of load limit restrictions being placed on any of the proposed haul roads. The Department will determine if load limit restrictions are warranted, or removal of existing load limit restrictions are appropriate through agreement in accordance with Section 105-15 of the *Standard Specifications*.
- Excluding the modifications required herein, the Design-Build Team shall inform the Alternative Delivery Unit, in writing, of all proposed design revisions, including but not limited to the following:
 - After the Department has reviewed and accepted the Design-Build Team's design submittals, the Design-Build Team shall inform the Alternative Delivery Unit, in writing, of any changes to previously reviewed submittals, including but not limited to changes to RFC Plans.

The proposed design revisions noted above shall be subject to the Department's review and acceptance.

- Design exceptions will not be allowed for the -L- Line. Design exceptions will not be allowed for service road vertical alignments over drainage pipes. The Department prefers not to have design exceptions for the -Y- Lines. Prior to requesting / incorporating a design exception into the Preliminary Roadway Plans developed by the Design-Build Team, the Design-Build Team must obtain prior conceptual approval from the Alternative Delivery Unit. If conceptual approval is obtained, the Design-Build Team shall be responsible for the development and approval of all design exceptions. A design exception will only be approved if the design exception request demonstrates, in the Department's sole discretion, that a design exception is warranted and that it cannot be reasonably and / or feasibly eliminated.
- Prior to recording the Right of Way Plans, the Design-Build Team shall locate and install iron pins and caps with fiberglass right of way markers that delineate the proposed right of way for all parcels within the project limits.

For all parcels, the Design-Build Team shall locate and install metal caps with fiberglass markers that delineate all proposed permanent easements within the project limits.

The Design-Build Team shall replace all existing right of way and permanent easement markers / monuments damaged and / or relocated during construction.

In accordance with NCDOT Policy, the Department will furnish the metal caps with fiberglass markers.

For all parcels, the Design-Build Team shall locate and install iron pins and metal caps with fiberglass markers that delineate all proposed permanent easements within the project limits.

The Design-Build Team shall replace all existing right of way and permanent easement markers / monuments damaged and / or relocated during construction.

General

- Unless noted otherwise elsewhere in this RFP, the design shall be in accordance with the 2018 AASHTO *A Policy on Geometric Design of Highways and Streets*, and 2019 Errata, *RDM*, including all revisions effective on the Price Proposal submittal date, *Standard Drawings*, or as superseded by detail sheets located at:

<https://connect.ncdot.gov/resources/Specifications/Pages/2024-Roadway-Standard-Drawings.aspx>

Roadway Design Policy and Procedure Manual, *Roadway Design Guidelines for Design-Build Projects*, *Standard Specifications*, the Highway Capacity Manual, 6th Edition, and the 2011 AASHTO *Roadside Design Guide*, 4th Edition and 2015 Errata.

- If the *RDM*, including all revisions, the 2018 AASHTO *A Policy on Geometric Design of Highways and Streets* and 2019 Errata, the *Standard Drawings* and / or any other guidelines, standards 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 case of conflicting design parameters, and / or ranges, in the various resources, the proposed design shall adhere to the most conservative values, unless noted otherwise elsewhere in this RFP.
- The Design-Build Team shall provide a Drainage Summary Sheet, Earthwork Summary Sheet, Guardrail Summary Sheet, (permanent and temporary), Shoulder Drain and Under Drain Summary Sheet, and Pavement Removal Summary Sheet in the Final Roadway Plans and RFC Roadway Plans.
- At all intersections, the Design-Build Team shall not exceed a 0.05 roll-over between the outside edge of travel lane of the primary roadway and the beginning of the proposed grade for the secondary roadway.

- Outside the project limits, the Design-Build Team will not be allowed to use the NCDOT right of way and / or property for borrow or waste sites. Within the project limits, the Design-Build Team shall adhere to the following:
 - Only clean waste material may be wasted within the NCDOT right of way or property.
 - Excluding crushed concrete, debris shall not be buried within the NCDOT right of way or property.
 - Normal grading operations shall occur, including but not limited to, grading to drain all existing embankments supporting removed roadway sections.
- Unless noted otherwise elsewhere in this RFP, all guardrail / guiderail placement shall be in accordance with the *Standard Drawings* and / or approved details in lieu of standards. Along all 3:1 fill slopes, constructed at fill heights that are equal to or greater than 12 feet, the Design-Build Team shall install guardrail. Along all fill slopes steeper than 3:1, constructed at fill heights that are equal to or greater than six feet, the Design-Build Team shall install guardrail. Excluding construction areas that consist solely of pavement marking obliterations / revisions, the Design-Build Team shall upgrade all existing guardrail in the construction limits in accordance with the aforementioned requirements.

The guardrail / guiderail design shall be submitted for review with the Preliminary Roadway Plans submittal.

- The Design-Build Team shall be responsible for the evaluation of the algebraic difference in rates of cross slope (roll-over) between existing shoulders and roadways and the associated suitability for carrying traffic during construction, if necessary. In the event that the roll-over is found to be unacceptable for the proposed temporary traffic patterns, the Design-Build Team shall be responsible for providing cross slopes that meet design standards and eliminate roll-over concerns.
- Unless noted otherwise elsewhere in this RFP, the design speed for all roadways shall be the greater of the minimum design speed for the facility type, as specified in the 2018 AASHTO *A Policy on Geometric Design of Highways and Streets*, and 2019 Errata or the anticipated / actual posted speed plus five mph. If a speed limit is not physically posted on an existing facility outside the municipal limits of the Town of Rutherfordton, General Statutes mandate the speed limit as 55 mph, resulting in a 60 mph design speed. If a speed limit is not physically posted on an existing facility within the municipal limits of the Town of Rutherfordton, General Statutes mandate the speed limit as 35 mph, resulting in a 40 mph design speed.
- The NCDOT shall review and accept the Design-Build Team's Design Criteria prior to the Preliminary Roadway Plans submittal.

- Excluding the following -Y-Line, all -Y- Line / -Y- Line intersection radius points, the minimum -Y- Line pavement width shall be 24 feet:
 - -Y3- Hickory Street
- Excluding grades required to tie to existing, the minimum longitudinal grade shall be 0.50% or 0.30% with Department approval, unless noted otherwise elsewhere in this RFP.
- At all intersections impacted by the Design-Build Team's design and / or construction methods, excluding resurfacing and intersections within diverging diamond interchanges, the following design vehicles shall be required for all turning movements:
 - WB-62 at all intersections.
 - The Design-Build Team shall design and construct the northbound Washinton Street to eastbound Mountain Street right-turn and the southbound Frady Street to westbound Washinton Street right-turn to accommodate a city bus design vehicle.
 - At all intersections, with existing / proposed pedestrian facilities, impacted by the Design-Build Team's design and / or construction methods, the Design-Build Team shall retrofit / upgrade all existing substandard curb ramps to current standards.
- Any variations in the Department's proposed design and / or construction methods that nullify any decisions reached between the Department and the environmental agencies; and / or require additional coordination with the environmental agencies shall be the sole responsibility of the Design-Build Team. The Department will not allow any contract time extensions or additional compensation associated with any coordination or approval process resulting from design and / or construction modifications. (Reference the Environmental Permits Scope of Work found elsewhere in this RFP)
- Excluding parcels restricted by Control of Access and undeveloped parcels, the Design-Build Team shall design and construct a minimum of one driveway per parcel. The Design-Build Team shall design and construct all driveways to adhere to the most recent version, in effect on the Price Proposal submittal date, of the NCDOT *Policy on Street and Driveway Access to North Carolina Highways* and the minimum requirements noted below. Excluding the maximum grade requirement, if the NCDOT *Policy on Street and Driveway Access to North Carolina Highways* and the requirements noted below have conflicting design parameters, the proposed design shall adhere to the aforementioned Policy:
 - The Design-Build Team shall provide horizontal and vertical alignments for all driveways over 10% or that require 100 feet or longer to tie to existing.
 - Unless shown on the Preliminary Roadway Plans provided by the Department, driveways shall not be installed in roundabouts, right turn lanes, including their taper, or within the limits of splitter islands.

- Excluding grades required to tie to existing, the maximum driveway grade shall be 10.0%.
- For shoulder sections, the minimum driveway turnout for residential and commercial properties shall be 16'-0" and 24'-0", respectively, or the existing width, whichever is greater. For curb and gutter sections, the minimum driveway turnout for residential and commercial properties shall be 20'-0" and 28'-0", respectively, or the existing width, whichever is greater.
- The Design-Build Team shall contact Mr. Gary W. Thompson, North Carolina Geodetic Survey Director, prior to disturbing any geodetic monument.
- The project shall follow the NCDOT-FHWA Oversight Agreement. This Agreement will be provided. Any changes that affect previous approvals shall be re-submitted by the Design-Build Team for FHWA acceptance.
- The Design-Build Team shall identify the need for any special roadway design details (i.e. any special drainage structures, rock embankment, rock plating, special guardrail, retaining walls, concrete barrier designs, etc.) and shall provide special design drawings. The Contract Standards and Development Unit may have special details available that can be provided to the Design-Build Team upon request.
- Excluding locations to minimize impacts to existing 1) natural gas regulator stations; 2) sanitary sewer lift / pump stations; 3) structures; and / or 4) cultural, historical or otherwise protected landmarks, the front slope of all roadway ditches, including special drainage cut ditches, shall be in accordance with the desirable front slopes for the facility classification. Ditches located adjacent to the -L- Line and all ramps shall be designed and constructed in accordance with the desirable Ditch Type "A", as shown in the *RDM* Section 4.4.6, Figure 4-4. Along -Y- Lines and along the outside of existing service roads that are modified, realigned and / or improved, the Design-Build Team will be allowed to use the minimum ditch widths for the facility classification.
- At all locations with paved shoulders that extend beyond the typical width (e.g. to the face of single face barrier, guardrail, edge of expressway / shoulder berm gutter, etc.) or to existing pavement at tie-in points, the Design-Build Team shall taper the wider paved shoulder width to the typical paved shoulder width using an 8:1 taper. (Reference the Pavement Management Scope of Work found elsewhere in this RFP)
- Excluding areas that could impact cultural, historic or otherwise protected landmarks, the Department prefers that all berm widths behind curb and gutter shall be a minimum of ten feet. Thus, justification, in the Department's sole discretion, shall be provided for all berm widths that are less than 10-foot outside the aforementioned areas.
- Shoulder berm gutter shall be installed in all fill sections with both guardrail and fill slopes steeper than 4:1, including but not limited to areas of guardrail replacement. Shoulder berm gutter shall not be installed in cut sections.

- Cut and fill slope transitions shall not exceed one increment (e.g. 3:1 to 4:1) per 50 feet where tying to existing topography does not control.
- The Design-Build Team shall design and construct horizontal and vertical curves at all Points of Intersections (PIs) on the horizontal and vertical alignments, respectively.

NCDOT Information Supplied

- The NCDOT will provide copies of the HN-0019 Categorical Exclusion, the latest list of environmental commitments, municipal agreements and all pertinent approvals and correspondence. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall adhere to all commitments stated in the environmental documents.
- The NCDOT will provide electronic surveys to the Design-Build Team. Any supplemental surveys, including but not limited to additional topography, existing and proposed roadway, structure sites, underground and overhead utilities, existing and proposed drainage, wetland delineation, right of way, parcel names, and deed research and descriptions shall be the responsibility of the Design-Build Team to acquire and process. All supplemental surveys shall adhere to the Location and Survey Unit's September 28, 2018 *Proc 2018-4 - L&S Implementation of SharePoint Site Guidelines* and *Proc 2018-6 - L&S Required PEF Attestations for Individually Developed Survey Products* Memorandums. The Design-Build Team shall modify / incorporate boundary information used for the determination and valuation of property solely under the direct supervision of a Professional Land Surveyor registered in North Carolina. Known existing utilities have been located and will be included with the survey data. The Design-Build Team shall be responsible for confirming the location of the utilities and the type / size of facilities. All supplemental Subsurface Utility Engineering (SUE) work shall be the responsibility of the Design-Build Team.
- The NCDOT will provide the HN-0019 Public Meeting Maps. The Design-Build Team is cautioned that the preliminary designs shown on the aforementioned Maps and electronic design files are 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 the project design, including, but not limited to, the use of the NCDOT's design, the use of portions of the NCDOT's design or modifications to the NCDOT's design.
- The NCDOT will provide the HN-0019 electronic design files.
- The NCDOT will provide final pavement designs for HN-0019. The Design-Build Team shall be responsible for all temporary pavement designs. (Reference the Pavement Management Scope of Work found elsewhere in this RFP)
- The NCDOT will provide a Geotechnical Subsurface Investigation for HN-0019. The Design-Build Team shall be responsible for any additional geotechnical information, all geotechnical recommendations, as well as supplemental structural and roadway investigations. (Reference the Geotechnical Engineering Scope of Work found elsewhere in this RFP)

- NCDOT will provide:
 - Preliminary Roadway Plans
 - Traffic Forecast
 - GeoEnviromental Phase I Report
 - NRTR

HYDRAULICS DESIGN SCOPE OF WORK (9/25/25)

The Design-Build Team shall be required to do the following:

- Employ a prequalified private engineering firm to perform hydraulic design for all work required under this contract.
- Attend a Hydraulic pre-design meeting prior to the first hydraulic submittal.
- Design the storm drainage using Geopak Drainage or ORD Drainage and Utilities.
- Provide a *Stormwater Management Plan* using the most current NCDOT Best Management Practices where applicable.
- Provide Culvert Survey Report as required by NCDOT Hydraulic Guidelines stated below.
- Culvert design should maintain or increase the pre-storm event open area.
- Design the structure at this location to meet the requirements of the Memorandum of Agreement (MOA) between NCDOT and NC Floodplain Mapping Program (NCFMP) approved December 14, 2020, and the Coordination and Compliance Plan for Department of Transportation and Emergency Management (CCP), for the Department's submittal to FEMA. The CCP details the requirements to achieve State Floodplain Compliance (SFC). In the event an SFC type A or B cannot be achieved, the Design-Build Team shall be responsible for preparing a CLOMR package; however, the Department will be responsible for all FEMA submittal fees associated with the submittal of a CLOMR, and subsequently LOMR, packages. In the event that the Design-Build Team revises their design after initial submittal of the SFC or CLOMR package and a second FEMA submittal for that bridge is required, then the Design-Build Team will be responsible for all FEMA submittal fees associated with there-submittal.
- The Department will not allow direct contact between the Design-Build Team and the representatives of NCFMP and their contractors either by phone, e-mail, or in person without the State Hydraulics Engineer or his designee(s) present. The Department will review with NCFMP the eligibility for the SFC at their monthly meeting. The SFC (or CLOMR) Package with the accepted Culvert Survey Report for each site shall be submitted for review one month prior to the meeting. A member of the Design-Build Team may attend this meeting. The Design-Build Team shall recognize that the SFC allows for as much as one hundred fifty (150) days for approval once an accepted SFC Package has been submitted by the Department to the NCFMP. The Design-Build Team shall recognize that the CLOMR allows for as much as three hundred sixty-five (365) days for approval once an accepted CLOMR package has been submitted by the Department to the NCFMP.
- The Design-Build Team shall obtain NCFMP approval in coordination with NCDOT Hydraulics Unit prior to performing any construction activity in a FEMA regulated floodplain.

- The Department will be responsible for all fees associated with the submittal of SFC (or CLOMR) Packages.
- Construct structures in FEMA regulated floodplains to ensure adherence to the approved FEMA submittal. The Design-Build Team shall ensure that construction of all structures in FEMA regulated floodplains adhere to the approved CLOMR(s) and/or SFC(s). Within three months of completion of a structure in a FEMA regulated floodplain, the Design-Build Team shall provide a sealed As-Built survey for the structure and certify that the constructed structure adheres to the approved CLOMR or SFC. Guidance for plan certification for FEMA-Regulated Stream Crossings may be found on the Hydraulics Unit website at the following address:

<https://connect.ncdot.gov/resources/hydro/Pages/FEMA-Interagency-Design.aspx>

- The Design-Build Team shall prepare a new FEMA model and/or package and be responsible for all associated costs resulting from any construction variation from the approved CLOMR(s) and/or SFC(s).
- The Design-Build Team shall prepare a Letter of Map Revision(s) (LOMR(s)) for the submittal to the NCFMP. The LOMR(s) must be submitted within six months of completion of work in the floodplain.
- The Department will not provide FEMA models that are available on the North Carolina Flood Risk System (FRIS) website. The Department will provide FEMA models, if available, to the Shortlisted Design Build Teams that are not available on the FRIS website. The Department in no way warrants or implies that these models are complete, accurate, or sufficient. No additional compensation will be provided for additional modeling necessary to correct, re-create, or adjust the models provided.
- Prepare the associated Permit Drawings as described in the Environmental Permits Scope of Work. All work resulting from the hydraulics and Permit Drawing reviews shall be the responsibility of the Design-Build Team.
- Design all stormwater controls based upon the most current NCDOT *Stormwater Best Management Practices Toolbox*.
- The maximum allowable bend for Corrugated Steel Pipes shall be 30 degrees or that allowed by the manufacturer, whichever is less. There shall be no bends in any Aluminum Box Culverts.
- The Design-Build Team shall provide additional outlet protection at all pipe outlets with a ten-year partial flow velocity greater than 15 fps. The aforementioned outlet protection shall mitigate erosive velocities to receiving downstream channels.

Roundabout Design

- The Design-Build Team shall design roundabouts such that storm drainage is intercepted upstream and downstream of the roundabout and vertical profiles and cross slopes facilitate drainage passing through the roundabout without the need for drainage inlets within the inscribed circle of the roundabout. The inscribed circle diameter is the distance across the circle inscribed by the outer curb (or edge) of the circulatory roadway.
- The Design-Build Team shall keep drainage inlets 50-feet or more from the roundabout inscribed circle diameter to the maximum extent practical.
- The Design-Build Team shall create approaches with normal crowns and rotate the pavement as necessary to meet the roundabout profile in as short a distance as possible and avoid placing drainage structures in splitter islands to the maximum extent practical.
- In cases where storm drainage trunk lines must follow the road through the roundabout, the Design-Build Team shall chord the pipe around the exterior perimeter of the roundabout. The Design-Build Team shall not run storm drainage systems under the roundabout and shall not place pipes under the curb line of the inscribed circle. The Design-Build Team shall use grated inlets or junction boxes with manhole covers at deflection points in the trunk line.
- All drainage structures shall be located outside of the wheel paths.
- If drainage structures must be placed within the roundabout, the Design-Build Team shall not use catch basins within the roundabout. If drainage structures within the roundabout are unavoidable, the Design-Build Team shall use *Standard Drawing* No. 840.39 Steel Grate and Frame - Bicycle Safe.

General

Design in accordance with criteria provided in the 2024 Roadway Design Manual, *Guidelines for Drainage Studies and Hydraulics Design-August 8, 2022* and the addendum *Handbook of Design for Highway Drainage Studies-1973*, North Carolina Department of Transportation Stormwater Best Management Practices Toolbox-2014 and the North Carolina Division of Highways Hydraulics Unit website:

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

Information Supplied

- Memorandum of Agreement (MOA) between NCDOT and NC Floodplain Mapping Program approved December 14, 2020 and associated materials are located at:

<https://connect.ncdot.gov/resources/hydro/Pages/FEMA-Interagency-Design.aspx>

- FEMA model is available on the North Carolina Flood Risk System (FRIS) website. NCDOT will provide the FEMA model not available on FRIS website The FRIS website is located at:

<http://fris.ncem.org/fris>

ENVIRONMENTAL PERMITS SCOPE OF WORK**General**

The Department will allow no 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 Division's Environmental Officer present. A representative from the Alternative Delivery Unit shall be included on all correspondence.

Once the Department has obtained the applicable permits based upon the approved Design-Build Team's proposed design and / or construction methods, the Design-Build Team will be responsible for any change in the proposed design and/or construction methods that nullifies any permit. The Department shall not allow any contract time extensions associated with this additional coordination.

The Design-Build Team shall meet all environmental / permit conditions. The Design-Build Team shall be required to staff any personnel necessary to provide permit compliance.

Commitments

The NCDOT is committed to incorporating all reasonable and practicable design features to avoid and minimize impacts to wetlands, streams, open water, and regulated riparian buffers. Additionally, the NCDOT will provide full compensatory mitigation of all stream, wetland, and riparian buffer impacts as required by the regulatory agencies.

All work by the Design-Build Team must be accomplished in strict compliance with the plans submitted and approved for the permits drawings and in compliance with all conditions of the permits received 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.

The Design-Build Team shall strictly adhere to these commitments, as well as others, including but not limited to requirements for permitting.

If the Design-Build Team discovers any previously unknown historic or archeological remains while accomplishing the authorized work, they shall immediately suspend activities in that area and notify NCDOT Staff Archaeologist and / or Division Environmental Officer, as listed below, who will initiate the required State / Federal coordination. All questions regarding these sites should be addressed to Mr. Matthew Wilkerson, NCDOT Archaeology (919) 707-6089, or the Division Environmental Officer.

EROSION AND SEDIMENTATION CONTROL SCOPE OF WORK (09-26-25)

The NCDOT Roadside Environmental Unit (REU) shall review and accept all Erosion and Sedimentation Control Plans. Erosion Control (EC) Plans shall be designed for the grading phase of the construction. Release for Construction (RFC) Erosion Control Plans shall be submitted to all NCDOT Personnel listed in the “*Express Design-Build Bridge Replacement Submittal Guidelines – Year 5, March 24, 2016*”, before **any** land disturbing activities, including clearing and grubbing can commence. No land disturbing activities, including clearing and grubbing, shall occur in any location that does not have accepted RFC Erosion Control Plans. Refer to the most recent versions of the NCDOT *Erosion and Sediment Control Design and Construction Manual* and the *NCDENR - Erosion and Sediment Control Planning and Design Manual* for erosion control design guidelines not addressed in this Scope of Work.

The Design-Build Team shall be responsible for determining the Projects located in Environmentally Sensitive Areas and use the higher Peak Inflow Rate and Peak Rainfall Data (25 year).

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

I. Complete Set of Plans:**A. RFC Plans**

1. The EC plans shall contain a Clearing & Grubbing and Final Grade phase of erosion control design as directed.
2. Use correct NCDOT symbology.
3. Protect existing and proposed 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.
4. Utilize adequate perimeter controls (temporary silt ditch (TSD), temporary silt fence (TSF), etc.)
5. Utilize infiltration basins, 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 all drainage outlets with a spillway with an adequately designed base length to distribute outflow.
6. Take into account existing topography and show contour lines on C&G phase plans.
7. Utilize Temporary Rock Silt Checks Type ‘B’ (TRSC-B) and 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 temporary diversions (TD).
8. Protect existing streams; do not place erosion control devices in jurisdictional streams.
9. Sediment basins shall be sized to provide adequate silt storage of 3600 cubic feet per disturbed acre with surface area equal to 435 square feet per cubic foot per second (cfs) of the peak inflow rate, Q10 or Q25, using 10-year or 25-year peak rainfall data (*NCDENR - Erosion and Sediment Control Planning and Design Manual* or NOAA’s National Weather Service web site http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc_pfds.html for partial duration (ARI) time series type). A Sediment Basin Designer Spreadsheet will be provided by the NCDOT REU upon request.

10. Infiltration Basins shall provide adequate silt storage for 1800 cubic feet per disturbed acre with surface area equal to 325 square feet per cubic foot per second (cfs) of the peak inflow rate, Q10 or Q25, using the 10-year or 25-year peak rainfall data (*NCDENR - Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service web site http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc_pfds.html for partial duration (ARI) time series type). Infiltration Basin shall be designed to dewater in 3 days or less. An Infiltration Basin Designer Spreadsheet will be provided by the NCDOT REU upon request.
11. Skimmer Basins shall provide adequate silt storage for 1800 cubic feet per disturbed acre with surface area equal to 325 square feet per cubic foot per second (cfs) of the peak inflow rate, Q10 or Q25, using the 10-year or 25-year peak rainfall data (*NCDENR - Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service web site http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc_pfds.html for partial duration (ARI) time series type). A Skimmer Basin Designer Spreadsheet will be provided by the NCDOT REU upon request.
12. The minimum and maximum length to width ratio of all Sediment Basins shall be 2:1 (L:W) and 6:1 (L:W), respectively.
13. 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 EC Plans.
14. Include any culvert and/or pipe construction sequence plan sheets in the Clearing & Grubbing Erosion Control Plans; all pipes 48 inch or larger, or any combination of pipes that total 48 inch or more conveying jurisdictional stream flow require a construction sequence. Prior to installation of pipes smaller than 48 inches in jurisdictional areas, 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.
15. 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, ROW limitations, utility conflicts, or other construction limitations approved by the NCDOT.
16. Utilize temporary slope drains and earth berms at top of fill slopes 8 feet (5 feet in Divisions 1, 2, 3, and 6) or higher and steeper than 4:1 (H:V), or where there are superelevation rates above 4% and fills are greater than 5 feet (3 feet in Divisions 1, 2, 3, and 6). Maximum slope drain spacing shall be 200 feet.
17. Utilize rock energy dissipater and/or silt basin at outlet of slope drain.
18. In accordance with the requirements below, install erosion control matting 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 shear 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 shear stress greater than 2.55 psf.
19. Provide 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.
20. For projects with Design Standards in Sensitive Watersheds (15A NCAC 04B .0124) commitment, all streams and unnamed tributaries shall have a 50-foot Environmentally Sensitive Area (ESA) on Clearing & Grubbing EC Plans only, and utilize 25-year peak rainfall data for surface area requirement for all sediment basins.
21. To contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drum, 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 water 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 provisions, available at the website noted in Section IV. For construction details of an above grade and below grade Concrete Washout Structure, reference the following link:

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

B. Intermediate Phase

Intermediate Erosion Control Plans shall only be required if design modifications and/or site conditions require additional erosion control design or design revisions to the RFC Erosion Control Plans. Intermediate 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 A, “RFC Plans” above.

C. The following documents shall accompany the Erosion Control Plans and be completed and submitted to NCDOT REU for initial submittal:

1. Form ESC-1 (Water Quality Worksheet) from Soil and Water Engineering web page
2. Form ESC-2 (Environmental Document Review) from Soil and Water Engineering web page
3. Low Impact Bridge Project Checklist from Soil and Water Engineering web page
4. Matting Determination Spreadsheet from Soil and Water Engineering web page
5. Erosion Control Quantities Spreadsheet from Soil and Water Engineering web page

6. Basin or Checkdam Design Spreadsheet from Soil and Water Engineering web page
7. Preliminary Permit Drawings showing all jurisdictional stream and wetland impacts (half-size)
8. General Structure Drawing with locations of piles, drilled shafts, etc. (half-size)
9. Erosion Control Plans shall be submitted according to the “*Express Design-Build Bridge Replacement Submittal Guidelines – Year 5, March 24, 2016*”.
10. Microstation files may be requested by NCDOT REU staff if needed

The documents located on the Soil and Water Engineering web page can be found at:

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

All documents from the Soil and Water Engineering web page can be submitted electronically or hard copy.

II. Detail Sheets and Notes:

- A. Provide project specific special notes and details.
- B. Provide matting summary sheet(s): matting for erosion control and permanent soil reinforcement mat.
- C. Provide reforestation sheet(s): regular, wetland, streambank and/or buffer showing appropriate species.

III. Title Sheet:

- A. Show correct notes: NCG-01, HQW, ESA, clearing and grubbing, etc.
- B. Show correct standards for project.
- C. Show 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 Control / Stormwater Certification 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 REU will provide a sample set of Erosion and Sedimentation Control Plans (including any special details or special provisions used by the NCDOT REU) and MicroStation Erosion Control Workspace to the Design-Build Team for reference upon request.
- C. Plans shall address any environmental issues raised during the permitting process.

- D. Sufficient time shall be allowed for the Design-Build Team to make any changes to the Erosion and Sedimentation Control Plans deemed necessary by the NCDOT REU.
- E. Temporary access and haul roads, other than public roads, constructed or used in connection with the project shall be considered a part of the project and addressed in the Erosion and Sedimentation Control Plans.
- F. Borrow or waste areas that are part of the project shall require a separate Reclamation Plan, unless the borrow or waste activity is regulated under the Mining Act of 1971, or is a landfill regulated by the Division of Waste Management (DWM). The Design-Build Team shall submit the permit number for waste / borrow sites covered by the Mining Act or regulated by DWM (NCDEQ) 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>

- G. 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.
- H. 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 NCG010000 permit.
- 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.
- J. An accepted Erosion and Sedimentation Control Plan does not exempt the Design-Build Team from making every effort to contain sediment onsite.
- K. Any Erosion Control Design revisions made during the construction of the project shall be submitted to NCDOT REU via the Alternative Delivery Unit. At any time requested by the Engineer or the NCDOT-REU, 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 Department of Environment and Natural Resources Chapter 4, Sediment Control* and the current version of the NCG-010000 General Construction Permit, issued by the North Carolina Department of Environmental Quality.
- M. A pre-design meeting shall take place between the NCDOT REU Soil & Water Engineering Section, the Design Build Team, and any other pertinent NCDOT personnel before any Erosion and Sedimentation Control Designs are submitted to NCDOT REU. Erosion and Sedimentation Control Plan submittals shall only be reviewed and accepted by NCDOT REU after the Erosion Control Pre-Design Meeting. The Design Build Team shall be required to submit a tentative Erosion and Sedimentation Control Plan submittal schedule at the pre-design meeting.
- N. At minimum, the Design Build Team shall bring one erosion control plan sheet with a Clearing & Grubbing erosion control design to the Erosion and Sedimentation Control Plan pre-design 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. Erosion Control / Stormwater Certification shall be required according to the Project Special Provision found elsewhere in this RFP.
- Q. Prior to any mowing operations along primary routes, the Design-Build Team will perform litter pickup .
- R. Prior to installation of any erosion control devices, the Design-Build Team shall verify boundaries of jurisdictional areas in the field and delineated with Safety Fence or flagging. For guidance on Safety Fence and flagging in jurisdictional areas, see:

<https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fconnect.ncdot.gov%2Fresources%2Froadside%2FSoilWaterDocuments%2FSafety%2520Fence.docx>

- S. Various projects that impact more than 100 linear feet of stream buffer with a Division of Water Resources (DWR) Classification of Trout (Tr) may require a Trout Buffer Variance from the Regional Land Quality Section office. Additional coordination and document preparation with NCDOT REU and Land Quality may be required to obtain this variance approval. These projects will be identified at the erosion control pre-design meeting. Information on the requirements for the variance package may be found in the *NCDOT Erosion and Sediment Control Design and Construction Manual*.
- T. Sediment basins that drain directly into jurisdictional streams or wetlands or have a total drainage area of one acre or more, regardless of outfall location, 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 or have less than one acre of total drainage area, surface dewatering outlets or stone outlets may be utilized.
- U. Ground cover stabilization shall comply with the timeframe guidelines specified by the North Carolina Department of Environmental Quality 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 permanent ground cover stabilization shall be provided within 14 calendar days from the last land-disturbing activity:

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

Temporary and permanent ground cover stabilization shall be provided in accordance with the provisions in this contract and as directed.

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 *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.

GEOENVIRONMENTAL SCOPE OF WORK (9/25/2025)**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 *GeoEnvironmental Phase I Report for HN-0019* dated January 28, 2025. 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 that are noted in the *GeoEnvironmental Phase I Report HN-0019* dated January 28, 2025, plus any other sites identified during the right of way consultation with the Design-Build Team, will be investigated by the Department. 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 on these 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 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 on 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 USTs identified in the *Right of Way Recommendations* and discovered during the property appraisals, and 2) remove all associated contaminated soil anticipated to require excavation to complete the project. If any contaminated soil anticipated to require excavation to complete the project is located in an area only accessible after construction activities have occurred (e.g. beneath an existing operational interchange ramp to be relocated), the Department will remove the contaminated soil following completion of the necessary construction activities. The Department will remove

the aforementioned USTs and contaminated soil within 60 days of written notification that the Design-Build Team has 1) removed all the above-ground structures or 2) completed the necessary construction activities. 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 Report – HN-0019 dated 1/28/2025.
- MicroStation file for the locations of the sites of concern identified on 1/28/2025.

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*.

GEOTECHNICAL ENGINEERING SCOPE OF WORK (9/25/25)**I. GENERAL:**

Obtain the services of a firm prequalified for geotechnical work by the NCDOT Geotechnical Engineering Unit at:

<https://www.ebs.nc.gov/VendorDirectory/search.html?s=pc&a=new>

The prequalified geotechnical firm shall prepare foundation design recommendation reports for use in designing roadway foundations, retaining walls, and temporary structures if necessary.

The Engineer of Record who prepares the foundation design recommendation reports shall be a Professional Engineer registered in the State of North Carolina who has completed a minimum of three geotechnical design projects of scope and complexity similar to that anticipated for this project using the load and resistance factor design (LRFD) method and in accordance with the latest edition of the AASHTO *LRFD Bridge Design Specification*.

The prequalified geotechnical firm shall determine if additional subsurface information, other than that provided, is required. If a determination is made that additional subsurface information is required, the Design-Build Team shall use a prequalified geotechnical firm to perform all additional subsurface investigation and laboratory testing in general accordance with the current NCDOT Geotechnical Engineering Unit *Geotechnical Investigation and Recommendations Manual*. Submit additional information collected by the Design-Build Team to the NCDOT Geotechnical Engineering Unit for review and acceptance in the following format:

- 8 ½ x 11-inch Paper Format
- “Structure Subsurface Investigation Title Sheet.” Includes Caution Notice and an area to list Contents.
- NC Division of Highways Geotechnical Engineering Unit Soil and Rock Classification Legend and Abbreviations
- Plan View of boring locations and any other significant geologic or topographic features
- gINT boring logs
- gINT core logs (if applicable)
- Core photographs (if applicable)
- AASHTO soil test results for both disturbed and undisturbed samples
- Rock test results summary chart

The Design-Build Team shall provide the final Subsurface Investigation Report in electronic format to the NCDOT for its records.

The maximum spacing between borings for retaining walls shall be 100 feet, with a minimum of two borings: one at each end of the wall. Drill borings for retaining walls a minimum depth below the bottom of the wall equal to twice the maximum height of the wall.

II. DESCRIPTION OF WORK:

The Design-Build Team shall design embankments, slopes, and retaining walls in accordance with:

- Section 5.2.4 of the 2024 NCDOT Roadway Design Manual, (if applicable)
- all applicable NCDOT Geotechnical Engineering Unit Standard Provisions
- NCDOT *Structures Management Manual*
- NCDOT *Roadway Design Manual*

For *Geotechnical Guidelines for Design-Build Projects*, the Design-Build Team shall adhere to the guidelines located at the following website:

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

Roadway Foundation

- All proposed unreinforced fill and cut slopes shall be 2:1 (H:V) or flatter. In areas where a sliver fill is required to tie the proposed grade into the existing ground, fill slopes may be steeper than 2:1 (H:V) provided the existing slopes are stable and erosion control measures are utilized on the sliver fill slopes. However, in no case shall a slope be steeper than 1.5:1. The Design- Build Team shall submit slope stability analysis verifying stability of any modified slopes, including details to control erosion of the slope. For all other proposed slopes steeper than 2:1 (H:V), the slopes shall be reinforced and detailed design calculations shall be submitted to the NCDOT Geotechnical Engineering Unit, via the Alternative Delivery Unit, for review and acceptance, prior to construction.
- Mitigate all unsuitable soils to the extent required to improve the stability of the proposed embankment, walls, and subgrade. Unless noted otherwise elsewhere in this RFP, use any suitable material to backfill undercut areas. When employing shallow undercut, in accordance with Section 505 of the *Standard Specifications* use Select Material, Class IV to backfill undercut areas. For undercut backfilling in water, use Select Material, Class III.
- At each location of new embankment, whether full section or partial widening, that is at least ten feet high and 200 feet long, the Design-Build Team shall add a high strength geotextile to the pavement structure design in accordance with the *Geotextile for Subgrade Stabilization* Project Special Provision found elsewhere in this RFP. The aforementioned ten-foot height shall be measured vertically from the toe of the embankment to the top of the outer edge of pavement.
- Subsurface / pipe underdrains and shoulder drains shall use coarse aggregate (No. 57 stone).
- All subsurface and / or slope drainage designed for either subgrade or slope stability shall be installed regardless of site conditions at the time of construction.
- Document and provide spring boxes or other subsurface drainage features for all springs located under proposed fill sections.

- Conduct proofrolling in accordance with Section 260 of the *Standard Specifications*. A minimum load capacity of 48 tons shall be required.

A. Permanent Retaining Wall Structures

- Roadway retaining walls will not be allowed at any location with more than five feet of scour without the aid of scour countermeasures calculated at the base of the wall.
- For design and construction of mechanically stabilized earth (MSE) retaining walls, refer to FHWA GEC 011 and the NCDOT *Policy for Mechanically Stabilized Earth Retaining Walls* which can be found at the NCDOT Geotechnical Engineering Unit's website at:

<https://connect.ncdot.gov/resources/Geological/Pages/Products.aspx>

The Design-Build Team may substitute lightweight aggregate or other lightweight material for the fine or coarse aggregate required in the reinforced zone of MSE retaining walls. All lightweight aggregate and other lightweight material shall adhere to the aggregate pH and aggregate electrochemical requirements for coarse aggregate noted in the NCDOT Geotechnical Engineering Unit's Standard MSE Wall Provision. Prior to incorporation, 1) the Design-Build Team shall provide documentation that supports the lightweight aggregate and other lightweight material parameter assumptions to the Department for review, and 2) the aforementioned parameter assumptions shall be accepted by the Department.

To accommodate wall settlement, the Design-Build Team may stage construct MSE retaining walls.

- Walls shall include drainage methods / mediums to drain water behind the wall.
- With the exception of walls covered by a Geotechnical Engineering Unit Standard Detail, design and construct permanent retaining walls in accordance with the applicable NCDOT Geotechnical Engineering Unit Project Special Provisions, unless noted otherwise elsewhere in this SA. The NCDOT Geotechnical Engineering Unit Project Special Provisions can be provided upon request by the Design-Build Team. Geotechnical Provisions and Notes can be found at the NCDOT Geotechnical Engineering Unit's website at:

https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Provisions_Notes.aspx

- Submit a wall layout and design for each retaining wall. At a minimum, the wall layout submittal shall include the following:
 - Wall envelope with top of wall, bottom of wall, existing ground, and finished grade elevations at incremental stations
 - Wall alignment with stations and offsets
 - Typical sections showing top and bottom of wall, drainage, embedment, slopes, barriers, fences, etc.

- Roadway plan sheets showing the wall (half size)
- Roadway cross sections sheets showing the wall (half size)
- Traffic Control Plans showing the wall (half size)
- For project retaining walls requiring a design not covered by a Geotechnical Engineering Unit Standard Detail, the wall layout submittal shall also include the following:
 - Calculations for sliding, settlement, overturning, bearing capacity, global stability, and settlement
 - Details of conflicts with utilities and drainage structures
- The NCDOT Geotechnical Unit Standard Detail No. 453.01 (Standard Cast in Place (CIP) Gravity Retaining Wall) does not consider traffic impact loads applied to the top of the wall and shall not be used along roadways where moment slabs and crash barriers are required at the top of the wall.
- The Design-Build Team shall submit global stability calculations for slopes at retaining walls and obtain acceptance from the NCDOT prior to construction. All fill slopes behind walls shall be 2:1 (H:V) or flatter.
- Cut wall (e.g., soil nail walls, soldier pile walls) anchors (where necessary) shall be located within the project right-of-way or within a permanent construction easement.
- Drainage over the top of retaining walls and sags in the top of walls shall be avoided. When a change in grade greater than two feet is required to eliminate a sag at the top of wall, drop inlets may be used as an alternative to eliminating the sag. Direct runoff above and below walls away from walls, if possible, or collect runoff at the walls and transmit it away. Curb and gutter or cast-in-place single faced barrier with paving up to the wall shall be required when runoff cannot be directed away from the back or front of the wall. In accordance with the NCDOT *Roadway Design Manual* - Section 5.5.1.2, Figure 5-25, the Design-Build Team shall design and construct a paved concrete ditch, with a minimum 12-inch depth, at the top of all retaining walls with slopes draining towards the wall, and a four-foot bench between the wall and fill / cut slopes steeper than 6:1 (H:V).
- Cast-in-place or precast coping shall be required for walls without a cast-in-place face with the exception of when a barrier is integrated into the top of the wall. Extend coping or cast-in-place face a minimum of 12 inches above where the finished or existing grade intersects the back of the wall.
- Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall provide a fall protection black vinyl coated chain-link fence immediately behind, or on top of the facing, coping or barrier of 1) all proposed and existing retaining walls where the delta in elevation of the finished grade and top of wall is 30.0 inches or more. If installed on top of the facing, on top of the coping or behind the aforementioned walls, the fence shall be six feet tall. If installed on top of the barrier, the fence shall extend six feet above the paved shoulder at the face of the barrier, measured from the highest finished grade. For all proposed abutment

walls located at dual bridges, the Design-Build Team shall provide a four-foot black vinyl coated chain-link fence, as directed by the Engineer, on top of the facing, on top of the coping or immediately behind the abutment wall between the dual bridges.

- Fall protection fence is not required on lower tiers of aesthetically tiered retaining walls.
- A design friction angle greater than 40 degrees shall not be used for retaining walls, even if the measured friction angle of the material is greater than 40 degrees.
- The Design-Build Team shall use a cohesion value of zero pounds per square foot (psf) for retained materials.

B. Temporary Structures

- Design temporary retaining structures, which include earth retaining structures and cofferdams, in accordance with current allowable stress design AASHTO *Guide Design Specifications for Bridge Temporary Works*, the *Temporary Shoring* Standard Special Provision found elsewhere in this SA and the applicable NCDOT Project Special Provisions available upon request by the Design-Build Team. The only submittal required to use the standard sheeting design is the “Standard Shoring Selection Form”.
- Traffic control barrier on top of walls shall be in accordance with the NCDOT Work Zone Traffic Control Unit details available upon request by the Design-Build Team. If anchored barrier is required, then anchor the barrier in accordance with 2024 Roadway Standard Drawing No. 1170.01.

III. CONSTRUCTION REQUIREMENTS:

All construction and materials shall be in accordance with the NCDOT 2024 *Standard Specifications for Roads and Structures* and current NCDOT *Project Special Provisions* unless noted otherwise elsewhere in this RFP. The Design-Build Team shall be responsible for investigating, proposing and incorporating remedial measures for any construction problems related to retaining walls, subgrades, settlement, slopes, and construction vibrations. Submit the proposed remedial measures to the Geotechnical Engineering Unit for review and acceptance prior to incorporation.

The Design-Build Team shall be responsible for any damage or claim caused by construction, including damage caused by vibration (see *Standard Specifications* Article 107-14). The Design-Build Team shall be responsible for deciding what additional, if any, pre and post-construction monitoring and inventories need to be conducted to satisfy their liability concerns. Any monitoring and inventory work shall be performed by a qualified private engineering firm experienced in the effects of construction on existing structures.

The prequalified geotechnical firm that prepared the original designs shall perform any changes to the designs. All changes shall be based upon additional information, subsurface investigation and / or testing. Send copies of revised designs, including additional subsurface information, calculations and any other supporting documentation sealed by a professional engineer registered in the State of North Carolina, to the NCDOT for review and acceptance.

Send copies of any inspection forms related to embankment and subgrade to the NCDOT for review.

PAVEMENT MANAGEMENT SCOPE OF WORK

(09-24-25)

The pavement design for the mainline and mainline shoulders is as follows:

Road Name	Surface	Intermediate	Base	Stabilized Subgrade
L1 - US 64/US 74 Alt (N. Washington St)	3.0" S9.5C	4.0" I19.0C	4.0" B25.0C	No
L2 – US 64/US 74Alt (W. Mountain St)	3.0" S9.5C	4.0" I19.0C	4.0" B25.0C	No
Y1 – SR 1218 (N. Washington St)	3.0" S9.5C	4.0" I19.0C	4.0" B25.0C	No
Y2 – SR 1369 (Fraday St)	3.0" S9.5C	4.0" I19.0C	4.0" B25.0C	No
Y3 – Hickory St	3.0" S9.5C	-	4.0" B25.0C	No
RAB	3.0" S9.5C	4.0" I19.0C	4.0" B25.0C	No

The minimum depth for overlaying the existing pavement shall be equal to the full thickness of surface course as provided in the table above.

For L1, L2, Y1, Y2 and RAB, if wedging is equal to or greater than the full thickness of the surface course as provided in the table above plus 2.5", then wedging shall consist of the full thickness of surface course as provided in the table above, and the remainder shall be I19.0C.

For the truck apron for RAB, use 12" jointed concrete with dowels on 4.0" of B25.0C. The Design-Build Team shall submit the joint layout for the truck apron for approval.

For Y3, if wedging is equal to or greater than the full thickness of the surface course as provided in the table above plus 3.0", then wedging shall consist of the full thickness of surface course as provided in the table above, and the remainder shall be B25.0C.

The Design-Build Team shall be responsible for the design of all temporary pavements and for the evaluation of existing shoulders and roadways regarding their suitability for carrying traffic during construction, if necessary. If the existing shoulders and roadways are found to be inadequate for the proposed temporary traffic volumes and duration, the Design-Build Team shall be responsible for upgrading the pavement to an acceptable level. Temporary pavements shall be designed in accordance with the most recent version of the NCDOT Pavement Design Procedure. Temporary pavement designs shall be submitted for review and comments using the contract submittal process. The expected duration for traffic on temporary pavement must be included as part of the submittal.

The Design-Build Team shall provide incidental milling where tying to the existing pavement to provide a smooth transition to the proposed pavement. Driveways impacted by the Design-Build Team's construction shall be repaired to the pre-construction condition.

PUBLIC INVOLVEMENT AND INFORMATION SCOPE OF WORK (9-30-25)**General**

NCDOT will take the lead role on this project and be responsible for a portion of 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 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 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
- Neighborhood groups and private homes
- Industry and businesses
- Chamber of Commerce
- Individual schools affected by the project
- County / City school systems
- Any other organization as deemed necessary by the Department.

The Department has created a project website and will be responsible for maintaining and updating the 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 Office to ensure the accuracy of the aforementioned project website.

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:

- 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

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 Public Involvement 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:

- Providing details surrounding the impacts to the public
- At a minimum, the Design-Build Team shall attend and speak at monthly Facilitating Operations Meetings during construction to update stakeholders on the status of the project and upcoming construction activities. The Design-Build Team shall coordinate with the Engineer post Award to determine who needs to be invited to these meetings.
- Providing advance notice to the Department of upcoming project impacts
- Assisting the Department in the development of the target audience list
- Attending and / or speaking at public meetings
- Hand delivery of time sensitive informational materials

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

- Public Meetings - If Beginning of Construction meeting for area businesses and residents is held, attending and / or speaking at this event.
- Distribution of Informational Materials - For beginning of construction and for all road closures with detour routes, the Design-Build Team shall be responsible for providing time sensitive informational material, provided by the Department, directly to the target audiences. If the Design-Build Team informs the Department of the aforementioned activities less than thirty (30) calendar days in advance, the Design-Build Team shall hand deliver the materials to the impacted target audiences.

Public Information

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

- Providing media announcements, including social media
- Scheduling interviews, as needed
- 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.

Throughout construction, the aforementioned Design-Build contact shall provide weekly updates to the NCDOT Communications Office, including, but not limited to, traffic control phasing, graphic illustrations, project pictures, etc.

TRAFFIC ENGINEERING SCOPE OF WORK (9/29/25)**LAWS, STANDARDS, AND SPECIFICATIONS**

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

TRANSPORTATION MANAGEMENT PLANS

The Design-Build Project consists of constructing a one-lane roundabout at the US 64 / 74 Alt intersection located in Rutherford County. Local access to all residences and businesses shall be maintained at all times during construction

The Design-Build Team shall produce TMPs for each phase of work that impacts road users. The TMPs shall include details of all planned detours, traffic control devices, striping, and signage applicable to each phase of work. The information on the TMP shall be of sufficient detail to allow verification of design criteria and safety requirements, including but not limited to, typical sections, alignment, striping layout, drop off conditions, and temporary drainage. The Design-Build Team shall develop TMPs that include procedures to communicate TMP information to the public about road and travel conditions within the work zone and affected roadway network.

Design and prepare the Temporary Traffic Control Plan for the roundabout project. Development of the Traffic Control Plan should proceed as follows:

- a) Submit a Traffic Control Plan to the Resident Engineer and the Alternative Delivery Unit for review and acceptance. Construction may begin once the Traffic Control Plan has been sealed by the Design-Build Team and accepted by the Department.
- b) The Traffic Control Plan shall include a detour detail, which includes detour signing (detour advance warning & trailblazing with road names), sign designs, and locations of traffic control devices; construction phasing/sequence, and project notes. Street names are required on detour signing. *Roadway Standard Drawings* Section 1100 is for traffic control and will need to be incorporated into the plans for most work activities. The detour detail will incorporate *Roadway Standard Drawing* 1101.03. Ensure the development of the Traffic Control Plan is in compliance with the North Carolina Department of Transportation *Roadway Standard Drawings*, the latest edition of the *Manual on Uniform Traffic Control Devices (M.U.T.C.D.)* and the *Standard Specifications*.
- c) Use traffic control devices that conform to all NCDOT requirements and are listed on the Department's Approved Products List as shown on NCDOT's Traffic Control Website.
- d) The NCDOT's Traffic Control Website should be utilized when developing the Traffic Control Plan. The Traffic Control Website is updated and provides key information necessary in preparing the Traffic Control Plan. The Traffic Control Website Address:

<https://connect.ncdot.gov/projects/WZTC/Pages/default.aspx>

Traffic Control Devices

The Design-Build Team shall use traffic control devices that conform to all NCDOT requirements and are listed on the NCDOT Approved Products List. The Approved Products List 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 NCDOT Approved Products List shall require written approval from the Alternative Delivery Unit prior to incorporation.

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 *Standard Specifications*.

Place Type III barricades, with "ROAD CLOSED" signs (R11-2) attached, of sufficient length to close entire roadway. Stagger or overlap barricades as needed to allow for ingress or egress.

PCMS should be placed off the shoulder of the roadway and behind a traffic barrier, if practical. Where placement of a traffic barrier is not practical to shield the PCMS, the PCMS should be placed off the shoulder and outside of the clear zone. If a PCMS must be placed on the roadway shoulder or within the clear zone, it shall be delineated with retroreflective temporary traffic control (TTC) devices. When PCMSs are not being used to display TTC messages, they shall be relocated such that they are outside of the clear zone or shielded behind a traffic barrier and turned away from traffic.

If any trailer mounted traffic control device must be placed on the roadway shoulder or within the clear zone, it shall be delineated with retroreflective temporary traffic control (TTC) devices.

All traffic control devices, including but not limited to, temporary or permanent barrier systems, shall be placed / located a minimum two-foot offset (shy distance) from the edge of an open travel lane.

A. LANE AND SHOULDER CLOSURE REQUIREMENTS

On all roads under staged construction, the Design-Build Team shall not install more than one lane closure in any one direction.

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 *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 ft of an open travel lane on an undivided facility, close the nearest open travel lane using *Roadway Standard Drawing* No. 1101.02 unless the work area is protected by barrier or guardrail.

When personnel and/or equipment are working within 10-feet of an open travel lane, the Design-Build Team shall close the nearest open travel lane using *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 *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 perform work involving heavy equipment within 15-feet of the edge of travel way when work is being performed behind a lane closure on the opposite side of the travel way.

B. OFF-SITE DETOURS

Excluding signal retiming as directed by the Engineer, improvements to the detour routes will not be required. In the event the Design-Build Team proposes any deviations / improvements to the above stated detour routes, it shall be the sole responsibility of the Design-Build Team to obtain approval from the NCDOT Division Engineer and perform all required environmental studies and obtain environmental permits for any proposed changes.

Offsite detours that have non-signalized at-grade railroad crossings shall not be allowed.

Unless approved otherwise by the controlling governmental or private entity, in writing, use only state-maintained roads for off-site detour routes and / or haul roads.

The Design-Build Team shall be responsible for the installation and maintenance of all supplemental detour signing within and off the project limits.

C. TRAFFIC CONTROL DEVICES

The Design-Build Team shall use traffic control devices that conform to all NCDOT requirements and are listed on the Approved Products List. The Approved Products List is shown on NCDOT's Work Zone Traffic Control website at:

<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 Alternative Delivery Unit.

Pavement Edge Drop-off Requirements

The Design-Build Team shall mitigate longitudinal pavement edge or terrain drop-off conditions created by construction operations in accordance with the *NCDOT Transportation Management Plans Design Manual*.

Signing

The Design-Build Team shall install advance work zone warning signs when work is within 40 feet from the edge of travel lane. The advance work zone warning signs shall be installed no more than three days prior to beginning 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. 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 work zone 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 cover or remove all detour signs within and off the project limits when a detour is not in operation.

The Design-Build Team shall ensure all necessary signing is in place prior to altering any traffic pattern.

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 TTCP, IMP, and / or Temporary Signing Plans to be reviewed and approved by the Work Zone Traffic Control Section, the Signing and Delineation Unit and STOC 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.

Unless noted otherwise elsewhere in this RFP, removal of the temporary pavement markings on asphalt surfaces shall be accomplished by an NCDOT approved system to minimize damage to the road surface. Pavement markings shall not be obscured with any type of black pavement markings (paint or other material). The Design-Build Team shall remove all temporary pavement markings without removing more than 1/32 inch of the pavement surface.

The Design-Build Team shall tie proposed pavement marking lines to existing pavement marking lines.

The Design-Build Team shall show temporary pavement markings on the TMP that meet the requirements of the RFP and the NCDOT *Transportation Management Plans Design Manual*.

The Design-Build Team shall only use pavement marking and marker products that conform to all NCDOT requirements and are listed on the NCDOT Approved Products List. The use of any devices that are not shown on the NCDOT Approved Products List shall require written approval from the Alternative Delivery Unit prior to incorporation.

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

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.

Remove any conflicting markings or markers before shifting traffic to a new pattern.

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.

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 for Lane Narrowing, Lane Closure, Holiday and Special Event Restrictions

Except as allowed otherwise elsewhere in this RFP, the Design-Build Team shall maintain the existing traffic pattern and shall not close or narrow a single lane of traffic during the times listed below.

Road	Days	Time Restrictions
All Roads	Monday thru Friday	7:00 am - 9:00 am 4:00 pm - 6:00 pm

In addition, the Design-Build Team shall not close or narrow a lane of traffic on the aforementioned facilities, detain, and / or alter the traffic flow on or during holidays, holiday weekends, special events, or any other time when traffic is unusually heavy. At a minimum, these requirements / restrictions shall apply to the following schedules:

1. For unexpected occurrence that creates unusually high traffic volumes, as directed by the Engineer.
2. For New Year's Day, between the hours of 7:00 AM December 31st and 6:00 PM January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 6:00 PM the following Tuesday.
3. For Easter, between the hours of 7:00 AM Thursday and 6:00 PM Monday.
4. For Memorial Day, between the hours of 7:00 AM Friday and 6:00 PM Tuesday.
5. For Independence Day, between the hours of 7:00 AM the day before Independence Day and 6:00 PM the day after Independence Day.

If Independence Day is on a Friday, Saturday, Sunday, or Monday, then between the hours of 7:00 AM the Thursday before Independence Day and 6:00 PM the Tuesday after Independence Day.
6. For Labor Day, between the hours of 7:00 AM Friday and 6:00 PM Tuesday.
7. For Thanksgiving, between the hours of 7:00 AM Tuesday and 6:00 PM Monday.
8. For Christmas, between the hours of 7:00 AM the Friday before the week of Christmas Day and 6:00 PM the following Tuesday after the week of Christmas Day.

Liquidated Damages for Intermediate Contract Time #1 for the above lane narrowing, lane closure, holiday and special event time restrictions are \$250.00 per hour or any portion thereof.

One road closure, with an approved offsite detour, will be permitted for the construction of the new round-about within the existing intersection (to include truck aprons and pavement markings), for the maximum duration listed below.

Intermediate Contract Time	Roundabout	Duration
#2	For the Construction of the round-about within the existing intersection	120 consecutive calendar days

The date of availability shall be the date the Design-Build Team elects to close the roadway. The Design-Build Team shall provide the Engineer a minimum of 30 days written notice prior to the date of availability.

Liquidated Damages for Intermediate Contract Time #2 for the above offsite detour duration are \$250.00 per hour or any portion thereof.

SIGNING SCOPE OF WORK (9-29-25)**Project Description**

The Design-Build Team shall prepare Signing Plans for the entire project limits, including but not limited to, advance and other necessary signing outside of the roadway construction limits.

Websites and References

The Design-Build Team shall prepare Signing Plans in accordance with the information on the following websites, the version of the following references effective on the Price Proposal submittal date, and the contract requirements contained herein:

- The Signing and Delineation Unit website

<https://connect.ncdot.gov/resources/safety/Pages/Signing-and-Delineation.aspx>

- Signing and Delineation Unit Procedures Manual

<https://connect.ncdot.gov/resources/safety/Pages/Signing-and-Delineation.aspx>

- Traffic Engineering Practices, Policies, and Legal Authority (TEPPL)

<https://connect.ncdot.gov/resources/safety/Teppl/Pages/Teppl-Select-Topics.aspx>

- FHWA *Manual on Uniform Traffic Control Devices* (MUTCD) 11th Edition

https://mutcd.fhwa.dot.gov/kno_11th_Edition.htm

- *NC Supplement to the Manual on Uniform Traffic Control Devices*

<https://connect.ncdot.gov/resources/safety/TrafficSafetyResources/2009%20NC%20Supplement%20to%20MUTCD.pdf>

- *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals* (AASHTO)

https://bookstore.transportation.org/collection_detail.aspx?ID=126

- *Guidelines for Preparation of Signing and Final Pavement Marking Plans for Design-Build Projects*

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

- *Design-Build Submittal Guidelines*

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

- 2024 NCDOT *Standard Specifications for Roads and Structures (Standard Specifications)*
- 2024 NCDOT *Roadway Standard Drawings (Standard Drawing)*

In case of conflicting design parameters, and / or ranges, in the various resources, the proposed design shall adhere to the most conservative values, unless noted otherwise elsewhere in this RFP.

Signing Plans Submittal Requirements

The Design-Build Team shall concurrently submit the 25% Preliminary Signing Plans to the recipients in the Design-Build Submittal Guidelines.

Prior to submitting the 50% Preliminary Signing Plans, the Design-Build Team, the Division Traffic Engineer, the Regional Traffic Engineer, the Signing and Delineation Regional Engineer and the Alternative Delivery Unit shall meet to discuss and review the Design-Build Team's 25% Preliminary Signing Plans.

The Design-Build Team shall provide 25% Pavement Markings Plans that have been reviewed and accepted by the Department and the latest Roadway Plans with the 50% Preliminary Signing Plans submittal.

Signs to be Furnished by Design-Build Team

The Design-Build Team shall furnish signs in accordance with the specifications provided by the NCDOT.

Signing Project Limits

Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design, fabricate and install all Type A, B, D, E and F signs and supports (including overhead sign structures) required through the construction limits of the mainline, as well as all -Y- Lines, all service roads, all turn-arounds / cul-de-sacs, all roundabouts, all ramps and all loops. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design, fabricate and install all signs required beyond the roadway construction limits of the mainline, all -Y- Lines, all service roads, all turn-arounds / cul-de-sacs, all roundabouts, all ramps and all loops to ensure adequate advance signage and spacing is provided. The Design-Build Team shall coordinate with all current and future

projects (if plans available) to assure proper signing has been addressed for current and future installations.

Signing for Roundabouts

The Design-Build Team shall utilize the MUTCD and Signing and Pavement Marking Typical, located on the Signing and Delineation Unit website, for Urban and Interchange Roundabouts in developing the 25% Preliminary Signing Plans.

In addition to mandatory signage for roundabouts the Design-Build Team shall install the following signage on all legs of all proposed roundabouts:

Urban and Interchange Roundabouts:

- Optional roundabout warning signs W2-6 with W16-8P or W16-8aP.
- Optional roundabout directional signs (D1-1D, D1-2D or D1-3D).
- Optional roundabout warning sign (W3-2).
- Optional roundabout regulatory sign (R6-5P).

Sign Designs

The Design-Build Team shall include all sign designs in the Signing Plans. All sign designs shall be prepared using the latest version of GuideSign software.

The Design-Build Team shall design, fabricate, and install all signs required for the mainline, all -Y- Lines, all ramps, all loops, all service roads, all roundabouts, and all turnarounds / cul-de-sacs, including Type A and B overhead signs, Type A, B, and D ground mounted signs, and exit gore signs. The Design-Build Team shall size and locate all Type E signs (warning and regulatory) and Type F signs (route marker assemblies).

Prior to submittal of RFC Signing Plans, the Design-Build Team shall coordinate with the Signing and Delineation Unit and the Alternative Delivery Unit on destination cities and / or street names on guide signs.

Wayfinding Signs

Design-Build Team shall coordinate with local municipality concerning the existing wayfinding signs. All costs associated with the wayfinding signs shall be the responsibility of the original requestor/municipality if they wish to retain the signs.

Speed Limit

The posted speed limit for the mainline (US 64 / US74 Alt.) shall be 40mph. (Reference the Roadway Scope of Work found elsewhere in this RFP)

Interstate, US and NC Route Designation

The Design-Build Team shall coordinate all interstate, US and NC highway routing with the Transportation Mobility and Safety Division of NCDOT. Prior to designing any signs that display new or revised Interstate, US or NC routes, the Design-Build Team shall confirm all highway routes with the Department. Concurrent with the Release for Construction (RFC) Signing Plans submittal, the Design-Build Team shall notify the State Signing and Delineation Engineer, in writing, of all new or revised Interstate, US or NC routes.

Sign Locations

The Design-Build Team shall determine the station location of all signs and sign structures.

The Design-Build Team shall provide a minimum of two advanced guide signs for all freeway / expressway interchange approaches.

To avoid placing a sign or sign structure in a location that might be in conflict with future roadway projects and / or limit its usefulness / lifespan, the Design-Build Team shall coordinate all proposed sign designs and locations with the Department.

Ground Mounted Sign Supports

The Design-Build Team shall design, fabricate and install ground mounted sign supports in accordance with the *Standard Drawing*. The associated software for the design of Type A and B ground mounted sign supports, may be referenced on the website noted below:

<https://connect.ncdot.gov/resources/safety/Pages/Signing-and-Delineation.aspx>

Prior to installation, the Design-Build Team shall 1) field verify all Type A and B ground mounted sign supports, 2) recalculate the field verified S-Dimensions, using the latest edition of the design software on the website noted above, and 3) revise the beam sections, where applicable. The Design-Build Team shall use the most recent version of the ground mounted sign support selection workbook tool, in accordance with the submittal schedule outlined in the “Instructions” tab of the tool.

Unless otherwise approved by the Department, the vertical mounting height for ground mounted Type D, E and F signs shall be a minimum of seven feet and maximum of eight feet from the edge of the travel lane to the bottom of the sign.

Unless noted otherwise elsewhere in this RFP, all Type D, E and F signs shall be installed on U-channel posts in accordance with the *Standard Drawing*. Type D signs shall not exceed eight feet in width and / or 24 square feet. Unless positively protected, all Type D signs shall be installed on a maximum of two U-channel posts.

Removal and Disposal of Existing Signs

The Design-Build Team shall determine which existing signs, sign supports, overhead signs, and / or overhead sign supports will not be needed or relevant when the project is completed. The Design-Build Team shall remove and dispose of these signs and sign supports.

Temporary Sign and Support Design

The Design-Build Team shall locate, design and install all temporary signs and sign supports. (Reference the Signing Requirements Section of the Transportation Management Scope of Work found elsewhere in this RFP for additional temporary signing requirements)

Sign Maintenance

During project construction, the Design-Build Team shall maintain all existing signs within the project limits (including all Logo Signs and temporary sign installations that may be required by the Transportation Management Plans) to ensure the signs are in good condition, perform as intended, and are visible to motorists. (Reference Articles 901-4 and 1092-2 of the *Standard Specifications*) All signs and supports remaining / existing at the completion of this project shall be plumb, oriented correctly and adhere to AASHTO requirements.

CADD Files

After acceptance of RFC Signing Plans, the Design-Build Team shall provide the final Signing Plans to the Department in .pdf and MicroStation format.

Construction Revisions

After submittal of RFC Signing Plans, the Design-Build Team shall submit all construction revisions to the Department for review and acceptance prior to incorporation. The Design-Build Team shall provide an updated excel spreadsheet with all construction revisions that modify an overhead sign structure's geographic coordinate information. (Reference the Overhead Sign Structures Inventory Numbers section above)

As-Built Plans

After project completion, the Design-Build Team shall provide final electronic Signing Plans to the Department. At a minimum, these Signing Plans shall include all revisions that occurred during construction, as well as field verifications for ground mounted sign supports and overhead structures. These Signing Plans shall be provided in .pdf and MicroStation format.

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 highway construction and is prequalified through NCDOT for Utility Coordination (discipline code 00270). During 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 highway safety and performance of the required highway 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, 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 after the initial relocation shall be at no additional cost to the Department 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 the 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 and that is 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 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 (Highway 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 responsibility 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 highway 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 highway 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.

General:

The Design-Build Team shall not commence work at points where the highway 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 of the NCDOT utility manuals, and additional information on the transition to the new utility manuals that shall be adhered to:

<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's).

The State Utilities Manager must execute approved agreements for this project. The URA's and Encroachment Agreements are available from the NCDOT Utilities Unit. Reference Section 2.3 of the *NCDOT Utility Accommodation Manual* for the different types of encroachment agreements available for use.

The Design-Build Utility Coordinator shall perform a preliminary analysis of the highway 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 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*.

RIGHT OF WAY SCOPE OF WORK (2-7-25)

**** NOTE ** Prior to beginning the right of way acquisition process, the Design-Build Team shall meet with the appropriate NCDOT Location and Surveys, Right of Way and Design-Build Unit personnel.**

It is expected that the Design-Build Team, to the greatest extent practicable, perform construction activities within existing DOT right of way or maintenance limits as applicable. If additional right of way or easements are required, the Design-Build Team shall follow the procedures contained in this scope of work. The Design-Build Team shall be responsible for all right of way staking.

No additional contract time will be allowed for project designs that require the acquisition of additional ROW or easements.

Excluding acquisition services required outside of the project construction limits due solely to a rise in the floodplain water elevation on insurable structures, the Design-Build Team shall employ qualified, competent personnel who are currently **approved by the NCDOT Right of Way Branch**, herein after referred to as the Department, to provide all services necessary to perform all appraisal (except appraisal review and updated appraisals required solely for condemned parcels), negotiation and relocation services required for all right of way and easements, including but not limited to permanent utility easements, necessary for completion of the project in accordance with Session Law 2017-137 and G.S. 136-28.1 of the General Statutes of North Carolina, as amended, and in accordance with the requirements set forth in the *Uniform Appraisal Standards and General Legal Principles for Highway Right of Way*, the *North Carolina Department of Transportation's Right of Way Manual*, the *North Carolina Department of Transportation's Rules and Regulations for the Use of Right of Way Consultants*, the *Code of Federal Regulations*, and *Chapter 133 of the General Statutes of North Carolina from Section 133-5 through 133-18*, hereby incorporated by reference, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. For a list of firms currently approved, the Design-Build Team should contact Mr. Bradley Bass, in the NCDOT Right of Way Branch, at 919-707-4366. The Design-Build Team shall perform the services as set forth herein and furnish and deliver to the Department reports accompanied by all documents necessary for the settlement of claims and the recordation of deeds, or necessary for condemnation proceedings covering said properties. The Design-Build Team, acting as an agent on behalf of the State of North Carolina, shall provide right of way acquisition services for all bridge replacement sites.

Acquisition services required outside of the project construction limits due solely to a rise in the floodplain water elevation on insurable structures will be considered extra work and paid for in accordance with Article 104-7 of the January 2024 NCDOT *Standard Specifications for Roads and Structures*.

The Design-Build Team shall carry out the responsibilities as follows:

- With respect to the payments, costs and fees associated with the acquisition of right of way in this contract, the Department will be responsible for only direct payments to property owners for negotiated settlements, recording fees, any relocation benefits, and deposits and fees involved in the filing of condemnation of any claims. The Department will assume responsibility for all costs associated with the litigation of condemned claims, including testimony by the appraiser(s). The Design-Build Team shall be responsible for all other acquisition related payments, costs and fees, including but not limited to attorney fees required for all non-condemnation acquisitions.
- A Department representative will be available to provide technical guidance on right of way acquisition procedures and to make timely decisions on approving relocation benefits and approving administrative adjustment settlements on behalf of the Department over and above the authority granted to the Department Right of Way Consultant Project Managers.
- The Design-Build Team shall submit a right of way project tracking report and right of way quality control plan to the Department. The Department standard forms and documents shall be used to the extent possible.
- The Design-Build Team shall provide a current title certificate for each parcel as of the date of closing or the date of filing of condemnation, unless required otherwise in the June 10, 2024 NCDOT Right of Way Manual.
- The Design-Build Team shall prepare all Final Condemnation Reports. The Department will prepare all Condemnation Maps. For all plan revisions on condemned parcels that modify the area acquired, modify the Control of Access and/or impact the appraised value, the Design-Build Team shall be responsible for the following:
 - The Design-Build Team shall notify the Division Right of Way Agent, the Area Negotiator, Area Appraiser and the Attorney General, in writing, that revisions have been made that impact a condemned parcel, and provide updated plan sheets and revised area takes.
 - The Design-Build Team shall consult with the Attorney General and the Area Appraiser to determine the status of the negotiations and appraisal(s).
 - If the Attorney General and/or Area Appraiser recommend an updated appraisal, the Design-Build Team shall provide an updated Summary Sheet to the Area Appraiser for the Department's use in obtaining an updated appraisal(s).
 - Upon receipt of the approved updated appraisal(s), the Design-Build Team shall develop a revised written offer. If settlement is not reached, the Design-Build Team shall submit an updated Final Condemnation Report. If settlement is reached, the Design-Build Team

shall notify the Attorney General and Area Appraiser in writing and submit an updated Final Condemnation Report with all necessary documentation.

- The Department will be responsible for payment for the additional deposit to the Attorney General's Office and the Attorney General will prepare and file an Amendment to the Declaration of Taking.
- The following shall be required:
 - Unless otherwise approved by the NCDOT Assistant State Negotiator, in writing, the Design-Build Team shall provide right of way and easement descriptions in metes and bounds format (bearings and distances). The Design-Build Team shall provide exhibits, diagrams and/or other information required to verify the aforementioned descriptions.
 - In accordance with the NCDOT June 10, 2024 Right of Way Manual, the Design-Build Team may prepare red-line adjustments for parcels that are not condemned. The Department must approve a red-line adjustment in writing prior to the Design-Build Team making an offer based on the red-line adjustment.
 - The Design-Build Team shall prepare, execute and record documents conveying title to acquired properties to the Department with the Register of Deeds.
 - The Design-Build Team shall deliver all executed and recorded deeds and easements to the Department.
 - For all property purchased in conjunction with the project, title shall be acquired in fee simple or easement and shall be conveyed to "The North Carolina Department of Transportation", free and clear of all liens and encumbrances except permitted encumbrances.
- The Design-Build Team shall develop the following right of way items:
 - Right of Way series of plan sheets ("R/W" series of plan sheets) that delineate the existing property information, property ties, proposed centerline data, existing and proposed right of way, existing and proposed easements, and existing and proposed control of access. The "RW" series plan sheets shall be signed and sealed by a Professional Land Surveyor registered in the State of North Carolina. The Professional Land Surveyor's signature and seal shall attest that the right of way monuments were placed under their responsible charge.
 - A table of control points for the proposed centerline alignments ("D series of plan sheets).
 - A table of proposed right of way and permanent easement control points ("E" series of plan sheets) that shall be signed and sealed by a Professional Land Surveyor registered in the State of North Carolina.

- It is understood and agreed by and between the parties hereto that all reports, surveys, studies, specifications, memoranda, estimates, etc., secured by and for the Design-Build Team shall become and remain the sole property of the Department upon termination or completion of the work, and the Department shall have the right to use same for any public purpose without compensation to the Design-Build Team.
- The Design-Build Team shall prepare appraisals in accordance with the Department's *Uniform Appraisal Standards and General Legal Principles for Highway Right of Way Acquisitions*. The Design-Build Team's appraiser shall be on the Department's approved state certified appraiser list. The Design-Build Team may request its state certified appraiser be added to the approved state certified appraiser list, subject to approval by the Department's State Appraiser.
- The Design-Build Team shall provide two appraisals for all appraisals over \$1,000,000.00.
- The NCDOT, or its agent, will provide appraisal reviews complying with The Department's *Uniform Appraisal Standards and General Legal Principles for Highway Right of Way Acquisitions*. The reviewer will ensure that the appraisal meets the Department's guidelines and requirements, conforms to acceptable appraisal standards and techniques, does not include any non-compensable items or exclude any compensable items and that the value conclusions are reasonable and based on facts presented in the appraisal. The reviewer has the authority to approve, adjust, request additional data or corrections, or not to recommend and request another appraisal. Within 10 business days from the date of receipt, all appraisals will be reviewed by NCDOT Review Appraisers or Review Appraisers under contract to the corresponding NCDOT Area Appraisal Office. The NCDOT will sign as approving any and all appraisals to be used in acquisition.
- The NCDOT will provide relocation reviews and approvals for ALL Replacement Housing Payment calculations and ALL Rent Supplement Payment calculations PRIOR TO these offers being made to the displacees. Within five (5) business days of the receipt of the Replacement Housing Payment or Rent Supplement payment calculation documentation, which shall include all documentation required for an Evaluation package, the Department will approve the calculation, and the signed Frm15-D will be returned to the Design-Build Team, or a request for an updated calculation or documentation will be presented to the Design-Build Team for further handling. At this time, the Relocation Coordinator in the NCDOT Right of Way Unit is the approving authority for the aforementioned calculations.
- ALL Claims for Payment involving relocation benefits must be submitted to the NCDOT Relocation Coordinator in the Right of Way Unit for approval and processing.
- The Design-Build Team shall provide a right of way certification prior to entering the property.
- The Design-Build Team shall prepare Right of Way Transmittal Summary and/or Narrative Appraisals for all right of way and easement acquisitions.
- In accordance with Chapter 133 of the *General Statutes of North Carolina*, Section 133-40, the Council of State must approve acquisition of property with contaminated

soil. Thus, prior to acquiring right of way, control of access and/or easement from any parcel with contaminated soil, the Design-Build Team shall provide a written priority list of all properties with contaminated soil that require right of way, control of access and/or easement acquisition to the Division Right of Way Agent, the Area Negotiator, the Area Appraiser, and the State Property Agent. At a minimum the aforementioned priority list shall contain the following information:

- Project Contract Number, description and county
- Parcel number(s) requiring acquisition of contaminated soil
- Acquisition Appraisal(s)
- GeoEnvironmental Impact Evaluation and Hazardous Materials Report provided by the Department
- Description, with metes and bounds, of the area(s) to be acquired

The Department will require 90 days from receipt of the information noted above to coordinate with the Council of State and obtain their approval for the acquisition of contaminated property.

Claims Less Than \$35,000

For claims with compensation estimated to be less than \$35,000 with no damages, the Design-Build Negotiating Team's Project Manager may prepare Right of Way Claim Reports. The reports must be approved by the Division Right of Way Agent prior to any offer (written or oral) and must be accompanied by documentation showing the source of the estimates.

***** STANDARD SPECIAL PROVISIONS *******AWARD OF CONTRACT**

(1-16-18)(Rev. 4-10-24)

103

DB1 G01

Revise the *Standard Specifications* 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

SP1 G096

Exercise reduced fuel consumption and reduced equipment emissions during the construction of all work associated with this contract. Employees engaged in the construction of this project should turn off vehicles

when stopped for more than thirty (30) minutes and off-highway 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 is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle 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.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning. (such as hydraulic systems for pavers)
9. When specific traffic, safety, or emergency situations arise.
10. If the ambient temperature is less than 32 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants (e.g. to run the heater).
11. If the ambient temperature is greater than 90 degrees Fahrenheit. Limited idling to provide for the safety of vehicle occupants of off-highway equipment (e.g. to run the air conditioning) no more than 30 minutes.
12. Diesel powered vehicles may idle for up to 30 minutes to minimize restart problems.

Any vehicle, truck, or equipment in which the primary source of fuel is natural gas or electricity is exempt from the idling limitations set forth in this 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.

SUBSURFACE DRAINAGE

(9-1-11) (Rev. 9-14-17)

DB8 R05

Revise the 2024 *Standard Specifications for Roads and Structures* as follows:

Page 8-11, Article 815-1, delete the first sentence and replace with the following:

The Design-Build Team shall construct subsurface drains, underdrains, blind drains and other types of drains where groundwater is within six feet of subgrade.

IMPACT ATTENUATOR UNITS, TYPE TL-

(4-20-04)(Rev. 8-20-24)

DB8 R75

Description

The Design-Build Team shall furnish and install impact attenuator units and any components necessary to connect the impact attenuator units in accordance with the manufacturer's requirement, the details in the plans developed by the Design-Build Team and at locations shown in the plans developed by the Design-Build Team.

Materials

The Design-Build Team shall furnish attenuator units listed on the NCDOT APL. Units shall not be modified by the manufacturer and installer once approved and on the NCDOT APL.

Prior to installation the Design-Build Team shall submit to the Engineer certified working drawings and assembling instructions from the manufacturer for each impact attenuator unit in accordance with Article 105-2 of the *Standard Specifications*.

No modifications shall be made to the impact attenuator unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans developed by the Design-Build Team and details and assembling instructions furnished by the manufacturer.

Construction Methods

Perform installation in accordance with the plans and details and assembling instructions furnished by the manufacturer.

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.

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 travel way. 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.

FLAGGERS

(12-17-24)

1150

DB11 R50

Revise Section 1150 of the *Standard Specification* as follows:

Page 11-13, Article 1150-1, DESCRIPTION, add the following after line 31:

Alternatively, at the discretion of the Design-Build Team, the Design-Build Team may furnish, install, place in operation, repair, maintain, relocate, and remove remotely controlled Automated Flagging Assistance Devices (AFAD) or Temporary Portable Traffic Signal units (PTS units) to assist, supplement, or replace human flaggers for one-lane, two-way traffic maintenance during construction in accordance with this provision and the *Standard Specifications*.

For the purpose of this provision, an "approach" refers to a single lane of traffic moving in one direction toward a point of control or work zone. Flaggers, AFAD and PTS units are only used to control one lane of approaching traffic in a specific direction.

Page 11-13, Article 1150-2, MATERIALS, add the following after line 34:

Provide documentation to the Engineer that the AFAD or PTS units meets or exceeds the requirements of this special provision and is on the NCDOT APL or ITS and Signals QPL.

(A) Automated Flagging Assistance Devices (AFAD)

(1) AFAD General

Cover the automated gate arm with Department approved Type VII, VIII or IX retroreflective sheeting of vertical alternating red and white stripes at 16 inch intervals measured horizontally. When the gate arm is in the down position the minimum vertical aspect of the arm and sheeting shall be four inches. The retroreflectorized sheeting shall be on both sides of the gate arm. With the AFAD parked or positioned two feet outside or in a location deemed acceptable for the lane being controlled, the gate arm shall reach at least to the center of the lane but shall not exceed the width of the lane being controlled.

Design the system to be fail-safe. Provide a conflict monitor, malfunction monitoring unit, or similar device that monitors for malfunctions and prevents the display of conflicting indications. This system shall be electronic and operated by remote control.

(2) AFAD Type I System: RED / YELLOW

Provide a Red/Yellow AFAD with at least one set of CIRCULAR RED and CIRCULAR YELLOW lenses in a vertical configuration that are 12 inches in diameter. The bottom of the housing (including brackets) shall be at least seven feet (2.1 meters) above the pavement.

This system is required to have yellow 12-inch aluminum or polycarbonate vehicle signal heads with ten inch tunnel visors, backplates, and Light Emitting Diode (LED) modules. Provide signal heads, backplates, and LED modules listed on the ITS and Signals QPL available on the Department's website.

Provide an automated gate arm on the AFAD that descends to a down position across the approaching lane of traffic when the steady CIRCULAR RED lens is illuminated and then ascends to an upright position when the flashing CIRCULAR YELLOW lens is illuminated. The automated gate arm is to be designed such that if a motorist pulls underneath the gate arm while lowering, no damage to the vehicle occurs.

A STOP HERE ON RED (R10-6 or R10-6a) sign shall be installed on the right-hand side of the approach at the point at which drivers are expected to stop when the steady CIRCULAR RED lens is illuminated.

To stop traffic, the AFAD shall transition from the flashing CIRCULAR YELLOW lens by initiating a minimum 5 second steadily illuminated CIRCULAR YELLOW lens followed by the CIRCULAR RED lens.

Once the CIRCULAR RED lens is displayed, the system is to have a minimum 2 second delay between the time the steady CIRCULAR RED is displayed and the time the gate

arm begins to lower. The maximum delay between CIRCULAR RED and the time the gate arm lowers is 4 seconds. To permit stopped road users to proceed, the AFAD shall display the flashing CIRCULAR YELLOW lens and the gate arm shall be placed in the upright position.

Ensure the system monitors for a lack of yellow or red signal voltage, total loss of indication in any direction, presence of multiple indications on any approach and low power conditions.

Additional sets of CIRCULAR RED and CIRCULAR YELLOW lenses located over the roadway or on the left side of the approach and operated in unison with the primary set, may be used to improve visibility of the AFAD. If the set of lenses is located over any portion of the roadway that can be used by motor vehicles, the bottom of the housing (including brackets) shall be at least 15 feet (4.6 meters) above the pavement.

(3) AFAD Type II System: STOP/SLOW

Provide STOP / SLOW signs that are octagonal in shape, made of rigid material, and at least 36 inch x 36 inch in size. Letters shall be a minimum of eight inches high. The STOP face shall have a red background with white letters and border.

The SLOW face shall be diamond shaped, orange, or yellow background with black letters and border. Cover both faces in a Department approved Type VII, VIII or IX retroreflective sheeting. The minimum mounting height for the sign faces shall be seven feet above the pavement to the bottom of the sign.

The AFAD's STOP / SLOW signs shall be supplemented with active conspicuity devices by incorporating a stop beacon (red lens) and a warning beacon (yellow lens). The stop beacon shall be no more than 24 inches above the STOP face. Mount the warning beacon no more than 24 inches above or beside of the SLOW face. Except for the mounting locations, the beacons shall conform to the provisions of Chapter 4L of the *Manual on Uniform Traffic Control Devices* (MUTCD) and have 12-inch signal lenses.

Strobe / flashing lights are an acceptable alternative to flashing beacons. If utilized, they shall be either white or red flashing lights located within the STOP face and white or yellow flashing lights within the SLOW face and conform to the provisions of Chapter 6D of the MUTCD. If used, the lens diameter shall be a minimum of 5 inches with a minimum height of 6 inches. Equip strobes / flashing lights for both dual and quad flash patterns.

Type B warning lights shall not be used in lieu of the beacons or the strobe lights.

The faces of the AFADs STOP / SLOW sign may include louvers. If louvers are used, design the louvers such that the aspect of the sign face to approaching traffic is a full sign face at a distance of 50 feet or greater.

A WAIT ON STOP (R1-7) sign and a GO ON SLOW (R1-8) sign shall be displayed to traffic approaching the AFAD. Position signs on the same support structure as the AFAD. Both

signs shall have black legends and borders on white Type III sheeting backgrounds. Each of these signs shall be rectangular in shape and be at least 24 inch x 30 inch size with letters at least six inches high.

Provide an automated gate arm on the AFAD that descends to a down position across the approaching lane of traffic when the STOP face is displayed and then ascends to an upright position when the SLOW face is displayed.

The automated gate arm is to be designed such that if a motorist pulls underneath the gate arm while lowering, no damage to the vehicle occurs.

A STOP HERE ON RED (R10-6 or R10-6a) sign shall be installed on the right-hand side of the approach at the point at which drivers are expected to stop when the STOP face is displayed.

When approaching motorists are to proceed, display the SLOW face and the warning beacon or strobes are to flash on the AFAD. When approaching motorists will be stopped, display the STOP face and the stop beacon or strobes are to flash on the AFAD.

To stop traffic, the AFAD will transition from the SLOW face to the STOP face by initiating a minimum 5 second change cycle. First, the warning beacon is to be steadily illuminated for the change cycle. If strobes are used in lieu of a warning beacon, they are to be placed in the quad flash pattern. At the end of the change cycle, the STOP face is to be displayed with the stop beacon flashing and the warning beacon or strobes are to stop flashing. Once the STOP face is displayed, the system is to have a minimum 2 second delay between the time the STOP face is displayed and the time the gate arm begins to lower. The maximum delay between the time the STOP face is displayed and the time the gate arm lowers is 4 seconds.

To permit stopped road users to proceed, the gate arm shall be placed in the upright position and the AFAD shall display the SLOW face and the warning beacon or strobes are to flash in the dual flash pattern.

Do not flash the stop beacon when the SLOW face is displayed, and do not flash the warning beacon when the STOP face is displayed.

(B) Portable Traffic Signals (PTS) Units

Provide PTS units with at least one set of CIRCULAR RED, CIRCULAR YELLOW, and CIRCULAR GREEN lenses in a vertical configuration that are 12-inch diameter aluminum or polycarbonate vehicle signal heads with ten-inch tunnel visors, backplates, and Light Emitting Diode (LED) modules. All signal heads, tunnel visors, and backplates shall be yellow in color.

The bottom of the housing (including brackets) shall be at least seven feet above the pavement for single set units. Additional signal heads on units with more than one signal head shall be capable of extending over the travel lane.

Communication Requirements

All PTS units within the signal set up systems shall maintain communication at all times by either hardwire cable or wireless radio link communication. If the hardwire cable communication is utilized the communication cable shall be deployed in a manner that will not intrude in the direct work area of the project or obstruct vehicular and pedestrian traffic. Utilize radio communication with 900MHz frequency band and frequency hopping capability. The radio link communication system shall have a minimum range of one mile.

Fault Mode Requirements

Revert PTS units to a flashing red mode upon system default unless otherwise specified by the Engineer. Equip the PTS units with a remote monitoring system. Where cell communication availability exists, the remote monitoring system shall adhere to the remote monitoring system section of this provision.

Remote Monitoring System

The remote monitoring system (RMS) shall be capable of reporting signal location, battery voltage / battery history and system default. Provide a password protected website viewable from any computer with internet capability for the RMS. In the event of a system default, the RMS shall provide specific information concerning the cause of the system default (i.e. red lamp on signal number 1). Equip the RMS with a mechanism capable of immediately contacting a minimum of three previously designated individuals via text messaging and / or email upon a default.

The running program operating the PTS units shall be always available and viewable through the RMS website. Maintain a history of the RMS operating system in each signal including operating hours and events and the location of the PTS units.

Trailer / Cart

The AFAD and PTS units may be mounted on either a trailer or a moveable cart system.

Finish all exterior metal surfaces with Federal orange enamel per AMS-STD-595, color chip ID# 13538 or 12473 respectively with a minimum paint thickness of 2.5 mils (64 microns).

Design and test the AFAD or PTS units trailer / cart to withstand an 80 MPH wind load while in the operational position. Provide independent certification that the assembly meets the design wind load.

Equip the AFAD or PTS units with leveling jacks capable of stabilizing the unit in a horizontal position when located on slopes 6:1 or flatter.

Equip trailers in compliance with North Carolina Law governing motor vehicles and include a 12-volt trailer lighting system complying with *Federal Motor Carrier Safety Regulations 393*, safety chains and a minimum two-inch ball hitch.

Provide a minimum four-inch-wide strip of fluorescent conspicuity sheeting retroreflective sheeting to the frame of the trailer. Apply the sheeting to all sides of the trailer. The sheeting shall meet the ASTM requirements of Type VII, VIII or IX.

Power System

Design the systems to operate both with and without an external power source. Furnish transmitters, generators, batteries, controls and all other components necessary to operate the device.

Provide equipment that is solar powered and supplemented with a battery backup system that includes a minimum 110/120 VAC powered on-board charging system capable of powering the unit for seven continuous days with no solar power. Each unit shall also be capable of being powered by standard 110/120 VAC power sources, if applicable.

Locate batteries and electronic controls in a locked, weather and vandal resistant housings.

Page 11-14, Article 1150-3, CONSTRUCTION METHODS, add the following after line 11:

Flaggers shall have a path to escape an errant approaching vehicle at all times, unimpeded by barrier, guardrail, guiderail, parked vehicles, construction materials, slopes steeper than 2:1, or any other obstruction at all times. If an unimpeded path cannot be maintained, the Contractor shall use AFAD or PTS units in lieu of a flagger.

Provide documentation to the Engineer prior to deploying the device that the AFAD or PTS units operator(s) are qualified flagger(s) that have been properly trained through an NCDOT approved training agency or other NCDOT approved training provider and that the qualified flagger(s) have received manufacturer training to operate that specific device. This training shall include proper installation, remote control operation, central control systems and maintenance of the AFAD or PTS units. The training shall take place off the project site where training conditions are removed from live traffic. The documentation shall include the names of the authorized trainer, the trainees, the device on which they have been trained and the date of the training. Provide updated documentation to the Engineer prior to deploying any additional operators.

Install advance warning signs and operate AFADs in accordance with the attached detail drawings in this provision.

Install advance warning signs and operate PTS units in accordance with *NCDOT Roadway Standard Drawings* No. 1101.02, Sheet 17.

AFAD and PTS units shall only be used in situations where there is only one lane of approaching traffic in the direction to be controlled. **At no time shall an AFAD unit controlling traffic through the work area be placed in an autonomous mode and / or left unattended.**

Signal timing and operation of PTS units shall be field verified and accepted by the Engineer before use.

Use AFAD or PTS units in locations where queueing from the AFAD or PTS units will extend to within 150 feet of a signalized intersection or railroad crossing. Do not use AFAD and PTS units as a substitute for or a replacement for a continuously operating temporary traffic control signal as described in Section 6F.84 of the MUTCD.

If used at night, illuminate each AFAD or PTS units as described in Section 6D of the MUTCD.

Provide a complete AFAD or PTS units that is capable of being relocated as traffic conditions demand.

If AFADs or PTS units become inoperative, be prepared at all times to replace the unit with the same type and model of AFAD or PTS units, revert to human flagging operations or terminate all construction activities requiring the use of the AFAD or PTS units until the AFAD or PTS units become operative or qualified human flaggers are available.

When the work requiring the AFAD or PTS units is not pursued for 30 minutes or longer, power off each AFAD or PTS units. Remove the AFAD or PTS units from the travel lane and relocate to a minimum of five feet from the edge line. AFAD gate arms shall be in the upright position. Remove all traffic control devices from the road, place two cones by each AFAD or PTS units and all signs associated with the lane closure operation shall be removed or laid down. At the end of each workday, remove all AFADs or PTS units from the roadway and shoulder areas.

Ensure the system's wireless communication links continuously monitor and verify proper transmission and reception of data used to monitor and control each AFAD or PTS units. Ensure ambient mobile or other radio transmissions or adverse weather conditions do not affect the system.

In the event of a loss of communications, immediately display the flashing RED or STOP indication on all AFAD or PTS units.

AFAD Specific Construction Methods

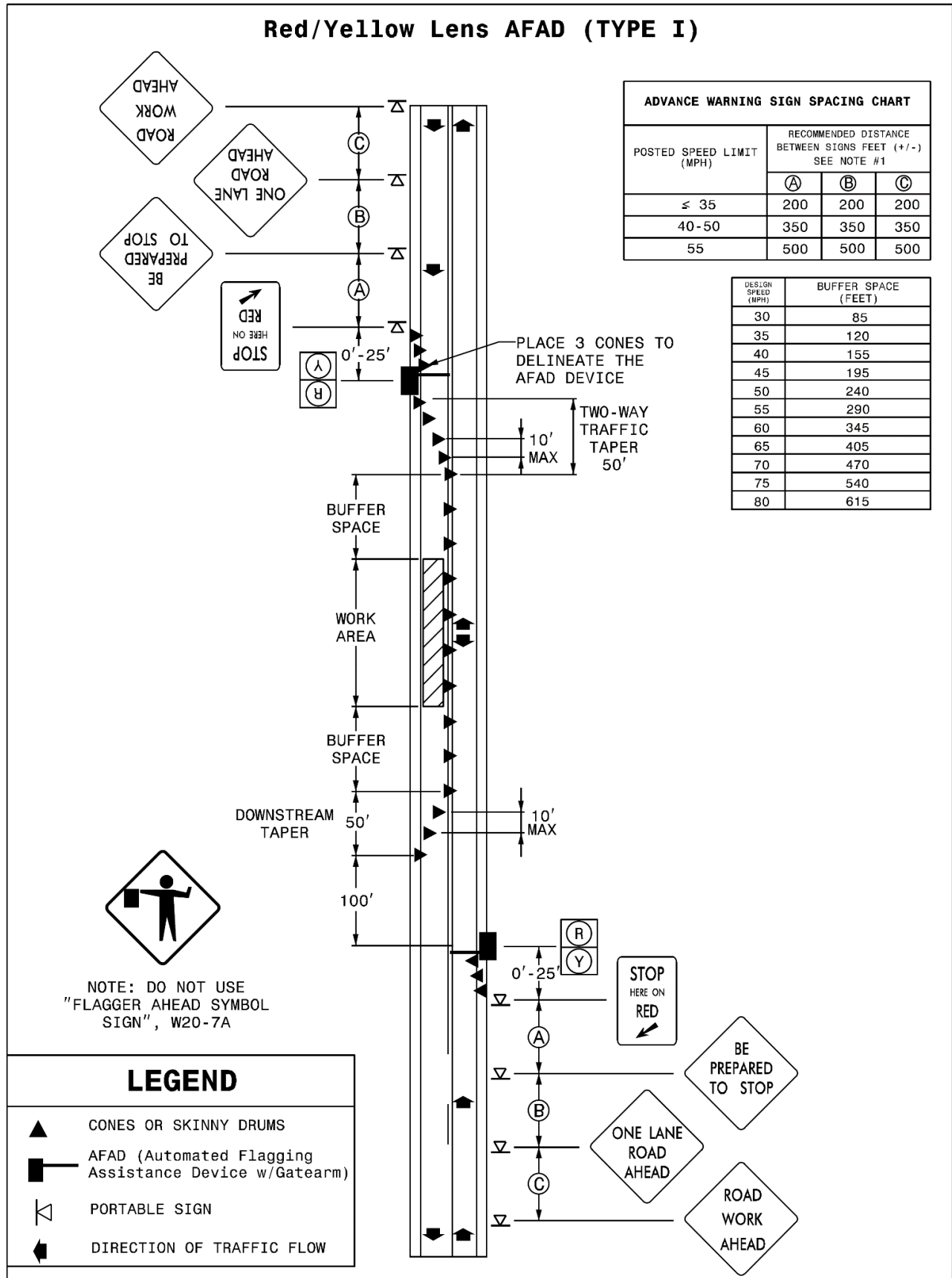
The flagger/operator controlling the AFAD units shall be on the project site at all times. If multiple AFAD units are used, one AFAD unit shall be the Main AFAD unit and all other units shall be remote AFAD units. Ensure that each device meets the physical display and operational characteristics as specified in the MUTCD.

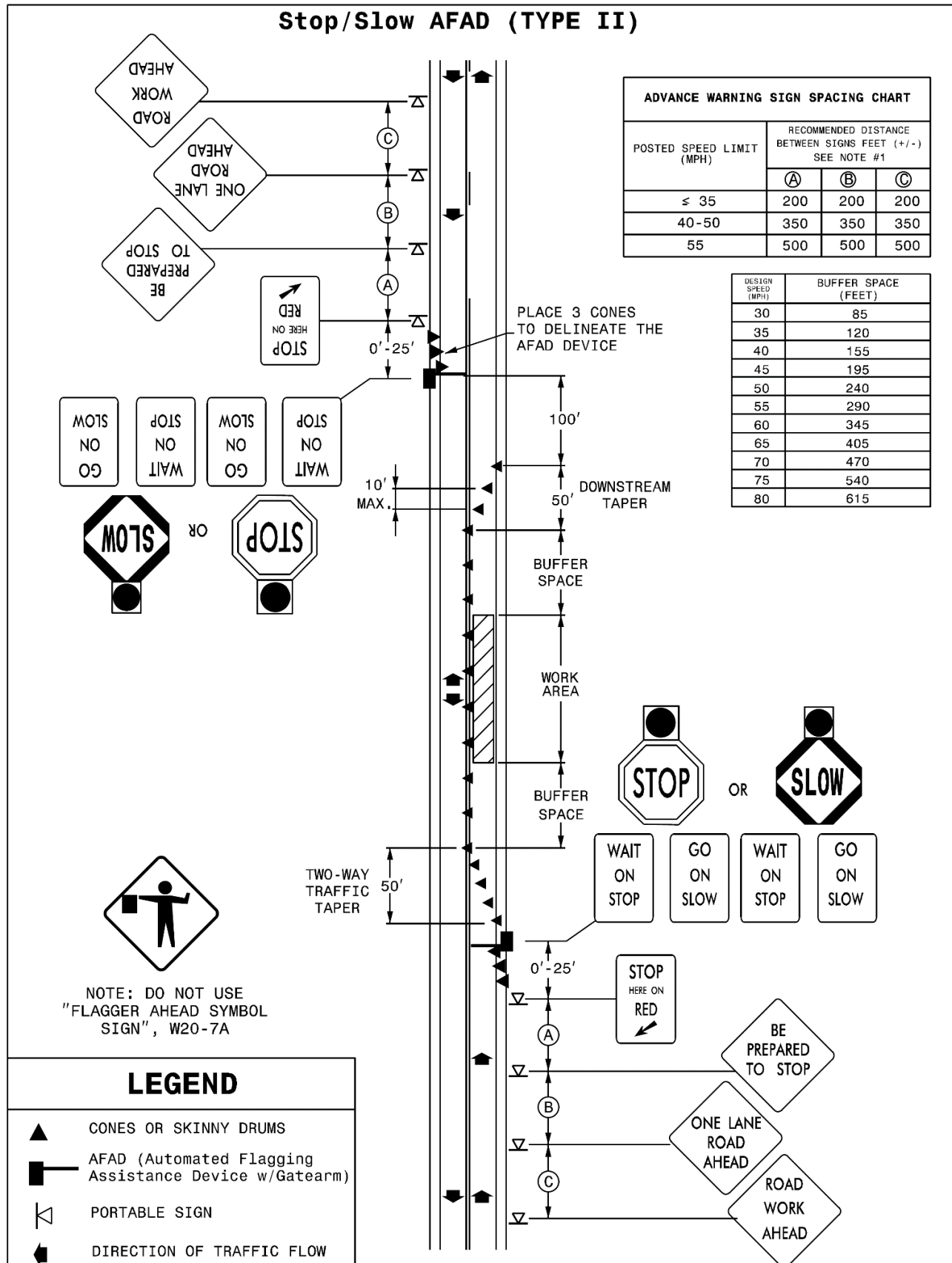
Multiple AFAD units may be controlled with **one** flagger / operator when the AFAD units meet each of the following requirements:

- (1) AFAD units are spaced no greater than the manufacturer's recommendations.
- (2) Both AFAD units can be seen at the same time from the flagger / operator's position, or the AFAD is operating on its own secure network with malfunction detection and notification to the flagger/operator.
- (3) The flagger / operator has an unobstructed view of approaching traffic in both directions from the flagger / operator position or the AFAD is operating on its own secure network, with cameras that provide the flagger / operator an unobstructed view of approaching traffic from both directions. The flagger / operator may control the AFAD units from a pilot vehicle.

If any of the above requirements are not met, flagger / operator control each AFAD unit.

AFAD operators may either control traffic at side streets or driveways between the AFAD units or operate the pilot car while operating the AFAD system if approved by the Engineer. AFAD units must continue to be within clear sight of the operator during these work activities.





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.

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. 7-20-17)

Z-10

Description

The North Carolina Department of Transportation will administer a custom version of the Federal On-the-Job Training (OJT) Program, commonly referred to as the Alternate OJT Program. All contractors (existing and newcomers) will be automatically placed in the Alternate Program. Standard OJT requirements typically associated with individual projects will no longer be applied at the project level. Instead, these requirements will be applicable on an annual basis for each contractor administered by the OJT Program Manager.

On the Job Training shall meet the requirements of 23 CFR 230.107 (b), 23 USC – Section 140, this provision and the On-the-Job Training Program Manual.

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.

Minorities and Women

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training 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 Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible 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 provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement 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. Preference shall be given to providing training in the following skilled work classifications:

Equipment Operators	Office Engineers
Truck Drivers	Estimators
Carpenters	Iron / Reinforcing Steel Workers
Concrete Finishers	Mechanics
Pipe Layers	Welders

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 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 apprentices or trainees in each occupation shall be in their first year of apprenticeship or 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 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 employed by him on the contract work who is 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)

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 Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated January 2024 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)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet - Strain R
Weeping Lovegrass	Clover - Red/White/Crimson
Carpetgrass	

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)

Z-4

Revise the *2024 Standard Specifications* as follows:

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 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 16-3, Article 1609-2 MATERIALS, after line 26, replace "Type 4" with "Type 4a".

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 16-25, Article 1644-2 MATERIALS, after line 22, replace "Type 4" with "Type 4a".

***** STANDARD SPECIAL PROVISIONS *******TITLE VI AND NONDISCRIMINATION**

(6-28-77) (Rev 1-16-24)

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 U.S.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 (<i>Limited English Proficiency</i>)	Place of birth. Citizenship is not a factor. (<i>Discrimination based on language or a person’s accent is also covered</i>)	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note:</i> 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) (<i>Religion/ Creed in all aspects of any aviation or transit-related construction</i>)	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. <i>Note:</i> 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 or 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:

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).

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

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 procurement 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/WHDL/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 procurement 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.

C205135 (HN-0019)

Rutherford County

**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 NC20250086 01/03/2025 NC86

Z-086

Date: January 3, 2025

General Decision Number: NC20250086 01/03/2025 NC86

Superseded General Decision Numbers: NC20240086

State: North Carolina

Construction Type: HIGHWAY

COUNTIES

Alleghany	Jackson	Surry
Ashe	Lincoln	Swain
Avery	Macon	Transylvania
Cherokee	McDowell	Watauga
Clay	Mitchell	Wilkes
Cleveland	Polk	Yancey
Graham	Rutherford	

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).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<p>Executive Order 14026 generally applies to the contract.</p> <p>The Design-Build Team must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.</p>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<p>Executive Order 13658 generally applies to the contract.</p> <p>The Design-Build Team 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 that contract in 2025.</p>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the Design-Build Team must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number

0

Publication Date

01/03/2025

SUNC2014-001 11/13/2014

	Rates	Fringes
BLASTER	21.83	
CARPENTER	12.54 **	
CEMENT MASON / CONCRETE FINISHER	14.10 **	
ELECTRICIAN		
Electrician	19.19	2.39
Telecommunications Technician	15.13 **	
IRONWORKER	14.53 **	
LABORER		
Asphalt Raker and Spreader	12.23 **	
Asphalt Screed / Jackman	15.22 **	
Carpenter Tender	10.00 **	
Cement Mason / Concrete Finisher Tender	12.26 **	
Common or General	10.68 **	
Guardrail / Fence Installer	13.43 **	
Pipelayer	12.22 **	
Traffic Signal / Lighting Installer	15.85 **	
PAINTER		
Bridge	19.62	
POWER EQUIPMENT OPERATORS		
Asphalt Broom Tractor	11.00 **	
Bulldozer Fine	16.20 **	
Bulldozer Rough	13.89 **	
Concrete Grinder / Groover	24.66	
Crane Boom Trucks	14.44 **	.53
Crane Other	19.59	
Crane Rough / All-Terrain	21.25	
Drill Operator Rock	15.25 **	
Drill Operator Structure	20.92	
Excavator Fine	16.11 **	
Excavator Rough	13.10 **	
Grader / Blade Fine	19.24	
Grader / Blade Rough	13.07 **	
Loader 2 Cubic Yards or Less	13.38 **	
Loader Greater Than 2 Cubic Yards	16.01 **	
Material Transfer Vehicle (Shuttle Buggy)	17.39	
Mechanic	18.51	
Milling Machine	13.88 **	
Off-Road Hauler / Water Tanker	13.87 **	
Oiler / Greaser	14.98 **	

	Rates	Fringes
Pavement Marking Equipment	13.33 **	
Paver Asphalt	15.68 **	.05
Roller Asphalt Breakdown	14.05 **	.06
Roller Asphalt Finish	14.98 **	.04
Roller Other	11.75 **	
Scraper Finish	13.87 **	
Scraper Rough	11.53 **	
Slip Form Machine	20.79	
Tack Truck / Distributor Operator	14.67 **	.06
TRUCK DRIVER		
GVWR of 26,000 Lbs or Less	11.72 **	
GVWR of 26,001 Lbs or Greater	13.50 **	

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 <http://www.dol.gov/agencies/whd/government-contracts>.

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 this 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 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 email 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 CONSTRUCTION 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

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 Aggregate Base Course Sub-Ballast 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
Portland Cement Concrete Pavement Through Lanes and Shoulders (> 11") Through Lanes and Shoulders (9" to 11") Through Lanes and Shoulders (< 9")	Gal / SY	0.327 0.272 0.245	_____ SY _____ SY _____ 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 a reasonable estimate of the total quantities anticipated, for each item, as pertaining to fuel price adjustments, and is representative of the design proposed.

Or

☐ The Design-Build Team elects not to pursue reimbursement for Fuel Price Adjustments on this project.

Enter the Total Construction Cost Amount: \$ _____

LISTING OF DBE SUBCONTRACTORS					
Firm Name and Address		Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address					
Name Address					
Name Address					
Name Address					
Name Address					
Name Address					
Name Address					

**This form must be completed in order for the Bid to be considered responsive and be publicly read.
Bidders with no DBE participation must so indicate this on the form by entering the word or number *zero*.**

LISTING OF DBE SUBCONTRACTORS					
Firm Name and Address		Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address					
Name Address					
Name Address					
Name Address					
Name Address					
Name Address					
Name Address					

**This form must be completed in order for the Bid to be considered responsive and be publicly read.
Bidders with no DBE participation must so indicate this on the form by entering the word or number *zero*.**

LISTING OF DBE SUBCONTRACTORS					
Firm Name and Address		Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
Name Address					
Name Address					
Name Address					
Name Address					
Name Address					
Name Address					
Name Address					

**This form must be completed in order for the Bid to be considered responsive and be publicly read.
Bidders with no DBE participation must so indicate this on the form by entering the word or number *zero*.**

LISTING OF DBE SUBCONTRACTORS				
Firm Name and Address		Item No.	Item Description	* Agreed upon Unit Price
Name				
Address				
Name				
Address				
Name				
Address				
Name				
Address				

COST OF CONSTRUCTION WORK ONLY

\$ _____

*The Dollar Volume shown in this column shall be the Actual Price Agreed Upon by the Prime Contractor and the DBE subcontractor, and these prices will be used to determine the percentage of the DBE participation in the contract.

** Dollar Volume of DBE Subcontractor \$ _____

Percentage of Total Construction Cost _____ %

(Including Right of Way Acquisition Services)

** - Must have entry even if figure to be entered is zero.

** - If firm is a Material Supplier Only, show Dollar Volume as 60% of Agreed Upon Amount from Letter of Intent.
If firm is a Manufacturer, show Dollar Volume as 100% of Agreed Upon Amount from Letter of Intent.

**This form must be completed in order for the Bid to be considered responsive and be publicly read.
Bidders with no DBE participation must so indicate this on the form by entering the word or number *zero*.**

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

By _____
Signature of **President, Vice President, Assistant Vice President**
Select appropriate title

Print or type Signer's name

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
	<i>If Corporation, affix Corporate Seal</i>	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
	<i>If Corporation, affix Corporate Seal</i>	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
	<i>If Corporation, affix Corporate Seal</i>	

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.: **C205135**

County: **Rutherford**

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)