



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

JOSH STEIN
GOVERNOR

DANIEL H. JOHNSON
SECRETARY

August 5, 2026

Addendum No. 1

Contract No.: C205228
WBS Nos.: 18313.1059060.PR – Bridge #B0580023

County: McDowell
Project Description: Hurricane Helene Emergency Express Design-Build
Division 13 – Group 26

RE: Addendum No. 1 to Final RFP

August 18, 2026, Letting

To Whom It May Concern:

Reference is made to the Final RFP dated August 4, 2026, recently furnished to you on the above project. We have since incorporated changes and have attached a copy of Addendum No. 1 for your information. Please note that all revisions have been highlighted in gray and are as follows:

The *Cover Sheet* has been revised. Please remove the *Cover Sheet* from your proposal pdf and replace it with the revised *Cover Sheet* thereto.

The *Table of Contents* has been revised. Please remove the *Table of Contents* from your proposal pdf and replace it with the revised *Table of Contents* thereto.

Page No. 5 in *Project Special Provisions* has been revised. Please remove Page No. 5 from your proposal pdf and replace it with revised Page No. 5 thereto.

Page No. 86, 87, 88 & 89 in *Right of Way Scope of Work* has been revised. Please remove Page No. 86, 87, 88 & 89 from your proposal pdf and replace it with revised Page No. 86, 87, 88 & 89 thereto.

Page No. 97, 98, 99, 100, 101 & 102 in *Utility Coordination Scope of Work* has been revised. Please remove Page No. 97, 98, 99, 100, 101 & 102 from your proposal pdf and replace it with revised Page No. 97, 98, 99, 100, 101 & 102 thereto.

If you have any questions or need additional information, I can be reached by telephone at (919) 707-6901.

Sincerely,

Signed by:

Jon Weathersbee

E45DA45396074A0...

Jon Weathersbee, PE

State Contract Officer

JW/sm

Cc: Tim Anderson, PE
Troy B. Brooks, PE

Tim McFadden, CPM
File

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

FINAL REQUEST FOR PROPOSALS



DESIGN-BUILD PROJECT
Hurricane Helene Emergency
Express Design-Build Division 13
Group 26 Bridge Replacements



August 4, 2026

Includes

Addendum No 1 August 5, 2026

VOID FOR BIDDING

DATE AND TIME OF PRICE PROPOSAL OPENING: **August 18, 2026 AT 2:00 PM**

CONTRACT ID: **C205228**

WBS ELEMENT NO.: 18313.1059060.PR

COUNTY: McDowell

ROUTE NO. NC 80 (Lake Tahoma Rd.)

MILES: N/A

LOCATION: Replacement of one Bridge in McDowell County

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

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

- (i) Cement and cementitious materials
- (ii) Aggregates such as stone, sand, or gravel
- (iii) Aggregate binding agents or additives

(b) Materials Not Permanently Incorporated into the Work

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

(D) Classification and Clarification of Materials

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

CONTRACT TIME AND LIQUIDATED DAMAGES

(4-17-12)(Rev. 1-16-24)

DB1 G008C

The date of availability for this contract is September 28, 2026, except that the Design-Build Team shall only begin ground disturbing activities as allowed by this Request for Proposals (RFP).

The Final Completion Date shall not be later than May 1, 2028.

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, acceptable completion of the observation period shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **One Thousand Six Hundred Dollars (\$ 1,600.00)** per calendar day.

RIGHT OF WAY SCOPE OF WORK (07-17-25)

**** 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 Alternative Delivery 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 **Mrs. Deneane Williams**, 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 utilize the Right of Way Unit's electronic and project tracking software system and provide a 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 approved NCDOT Right of Way Unit policy, 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. Contact the Assistant State Negotiator if any questions or assistance is required.
 - 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 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, or an appropriate designee 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.

UTILITIES COORDINATION SCOPE OF WORK

(7-17-25)

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. 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 at a bridge site, 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.

Cost Responsibility:

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 evidence of prior rights of way or a compensable interest in their facilities. The Design-Build Team shall be responsible for determining the cost responsibility for the utility 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:

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 responsibly to coordinate these changes with the appropriate utility owner.

Compensable Interest:

The NCDOT will be responsible for all other non-betterment utility relocation cost 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 evidence of prior rights of way or a compensable interest in their facilities.

The Design-Build Team shall be responsible for verifying / determining the cost responsibility (prior rights and compensable interest) for the utility relocations. Typically, affidavits, recorded easements or NCDOT agreements can serve as evidence of prior rights. A compensable interest 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 (Utility occupying the same location for twenty (20) plus years outside the existing highway rights of way).
- (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.
- (C) Utilities that have a joint-use agreement that constitutes a compensable interest with entities that have existing or prior easements rights within the project limits.

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.

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.

Bridge Attachments:

No attachment of utilities to bridges will be allowed.

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 on Design-Build highway projects. The URA's and Encroachment Agreements are available from the NCDOT Utilities Unit. Reference the NCDOT Utilities Accommodation Manual for the different types of encroachment agreements available for use.

The Design-Build Utility Coordinator shall perform a preliminary analysis of the 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 Utilities Analysis and Routing Report (UARR) (preliminary) 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*.