

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

**INDUSTRY DRAFT REQUEST FOR PROPOSALS**



**DESIGN-BUILD PROJECT**

**Logo Program Privatization**

**November 8, 2024**

*VOID FOR BIDDING*



DATE AND TIME OF TECHNICAL PROPOSAL SUBMISSION: **JANUARY 7, 2025 BY 3:00 PM**

DATE AND TIME OF FINANCIAL PROPOSAL SUBMISSION: **JANUARY 7, 2025 BY 3:00 PM**

DATE AND TIME OF VENDOR SELECTION: **JANUARY 21, 2025 AT 2:00 PM**

CONTRACT ID: LOGO PROGRAM PRIVATIZATION

COUNTIES: STATEWIDE

ROUTE NOS: VARIOUS

TYPE OF WORK: LOGO SIGN PROGRAM ADMINISTRATION

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**PROPOSAL FORM FOR THE LOGO PROGRAM PRIVATIZATION  
STATEWIDE**

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 the Logo Program Privatization Contract; has carefully examined the Final Request for Proposals (RFP) and all addendums thereto, specifications, special provisions, and the form of contract, which are acknowledged to be part of the Contract; and thoroughly understands the stipulations, requirements and provisions.

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 the Statewide Logo Program Privatization State Contract and in accordance with the requirements of the Department Project Manager, the Final RFP and Addenda thereto, the *2024 Standard Specifications for Roads and Structures (Standard Specifications)*, specifications prepared by the Department, the Technical and Financial Proposals prepared by the Design-Build Team.

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

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

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

The Design-Build Team shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract, and shall indemnify and hold the Department harmless for any additional costs and all claims against the Department or the State which may arise due

to errors or omissions of the Department in furnishing the preliminary project designs and information, and of the Design-Build Team in performing the work.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures*, January 2024, as well as, all design manuals, policy and procedures manuals, and AASHTO publications and guidelines referenced in the Request For Proposals, with all amendments and supplements thereto, are by reference, incorporated and made part of this contract; that, except as herein modified, all the design, construction and Construction Engineering Inspection included in this contract shall be done in accordance with the documents noted above and under the direction of the Engineer.

If the Design-Build Proposal is accepted and the award is made, the Technical and Financial Proposals submitted by the Design-Build Team are by reference, incorporated and made part of this contract. 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.

## **Purpose and Description**

### **Purpose**

The purpose of this Request for Proposals (RFQ) is to solicit written proposals from qualified Proposers to enter into a contractual agreement with the North Carolina Department of Transportation to administer the Statewide Logo Program in North Carolina pursuant to North Carolina House Bill 199.

The Department views the operation of the Logo Sign Program as a significant business and marketing opportunity, which should be financially self-sustaining and generate revenue to share with the Department.

### **PROGRAM DESCRIPTION**

The North Carolina Department of Transportation Logo Sign Program offers opportunities for eligible motorist services to display business panels through logo sign panels at certain locations on portions of the state's highway system.

The Vendor selected in response to this Request for Proposals will enter into a contract with the Department to manage the Statewide Logo Sign Program for a period of eight years, with a maximum of two extension of two years. (Reference the *Contract Time* Project Special Provision found elsewhere in this RFP)

The Department will not compensate the Vendor for services provided. The Vendor shall fund the Logo Sign Program with monies received from customers participating in the program. The Department shall have no legal responsibility for agreements or contracts made between Vendor and any entities contracted by them to perform Logo Sign Program construction and maintenance. The Department will perform oversight to verify that all Logo Sign Program services are performed in accordance with this RFP.

All Logo Sign Program services shall be provided by the Vendor at no cost to the Department.

## Glossary

### ACRONYMS

<b>ACH</b>	Automated Clearing House
<b>ADT</b>	Average Daily Traffic
<b>AADT</b>	Annual Average Daily Traffic
<b>CAD</b>	Computer-Aided Design
<b>LCN</b>	Lane Closure Notice
<b>MUTCD</b>	Manual on Uniform Traffic Control Devices
<b>NCBELS</b>	North Carolina Board of Examiners for Engineers and Surveyors
<b>NCDOT</b>	North Carolina Department of Transportation
<b>PII</b>	Personally Identifiable Information
<b>RFC</b>	Released for Construction
<b>RFP</b>	Request for Proposal
<b>RSD</b>	Roadway Standard Drawings
<b>SDU</b>	Signing and Delineation Unit

### DEFINITIONS

**APPLICANT** is a business that has submitted information to the vendor for acceptance into the Logo Program.

**BUSINESS** is a commercial establishment providing gas, EV charging, food, lodging, camping, or attraction services. See also: "Logo Business Panel", "Logo Mileage Panel".

**BUSINESS ELIGIBILITY** are the conditions a business must meet to participate in the Logo Program as defined by the Department and verified by the Vendor.

**BUSINESS FEES (PARTICIPATION FEES)** are the contracted payment from a customer to the Vendor for displaying a business panel on logo signs and logo trailblazers.

**COMBINATION SPECIFIC SERVICE (LOGO) SIGN** is a rectangular, white-on-blue sign bearing the message, GAS, EV CHARGING, FOOD, LODGING, CAMPING, or

**ATTRACTION** for two or more service types and appropriate directional information and including space for one or more individual business logo panels (for example, GAS and FOOD, LODGING and CAMPING, etc).

**DEPARTMENT PROGRAM MANAGER** is the Department representative responsible for oversight of the Logo Signing Program.

**CUSTOMER** is a business with a Logo Program contract that is in effect.

**DEPARTMENT** is the North Carolina Department of Transportation; the terms NCDOT, Department, Engineer, Project Manager and State are synonymous.

**FEE STRUCTURE** is the system of rules for charging customers for participation in the Logo Program that is proposed by the Vendor and approved by the NC Board of Transportation.

**FOOD** is a business providing food and beverage as primary service.

**FIRST-COME, FIRST-SERVED** is a philosophy where when space is available on the sign, consideration is given to the first completed application received, based on date and time of receipt from interested business.

**FULL CONTROL OF ACCESS** is defined as having connections to a facility provided only via ramps at interchanges, all cross-streets are grade-separated, no private driveway connections are allowed, and a control of access fence is placed along the entire length of the facility. See the [NCDOT Access Control Map](#) at the address below:

**[https://ncdot.maps.arcgis.com/home/webmap/viewer.html?  
webmap=54666cce86f64925b9f51f560e849a44](https://ncdot.maps.arcgis.com/home/webmap/viewer.html?webmap=54666cce86f64925b9f51f560e849a44)**

**GAS** is a business service providing gasoline as primary service.

**LOCATION ELIGIBILITY** are the conditions an interchange must meet to qualify for logo signs as defined by the Department and verified by the Vendor.

**LOGO BUSINESS PANEL** are a separately attached, rectangular sign that is owned by the participating business that bears the brand, symbol, trademark, or name (or any combination thereof) for the available service.

**LOGO PROGRAM** is a program authorized by North Carolina General Statute for specific service signs that is administered by the Vendor with Department oversight.

**LOGO MILEAGE PANEL** is a separately attached, rectangular panel fabricated by the Vendor to display the travel distance and initial direction of travel from an off-ramp placed directly under a logo business panel.

**LOGO TRAILBLAZER** is signage in addition to mainline and ramp logo structures necessary to provide additional direction to otherwise qualifying businesses that are not located on, or visible from the crossroad. Logo trailblazer signs shall consist of a business logo sign, identical to the ramp business logo sign, a directional arrow and supports.

**MOST CURRENT and CURRENT** are the version of any standards or requirements that are in effect, including any changes, amendments or additions which occur, on the date the Contractor makes a submittal for signs to be constructed and / or the date the Contractor performs maintenance.

**NO CONTROL OF ACCESS** is defined as having connections to a facility provided via ramps at interchanges, at-grade intersections, and private driveways with no controlled access fence.

**ON-TIME DELIVERY** is the delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.

**PARTICIPANT** is a business with a Logo Program contract that is in effect.

**PARTIAL CONTROL OF ACCESS** is defined as having connections to a facility provided via ramps at interchanges, at-grade intersections, and private driveways (one connection per parcel). A control of access fence is placed along the entire length of the facility, except at intersections and driveways. See the [NCDOT Access Control Map](#) at the address below:

**[https://ncdot.maps.arcgis.com/home/webmap/viewer.html?  
webmap=54666cce86f64925b9f51f560e849a44](https://ncdot.maps.arcgis.com/home/webmap/viewer.html?webmap=54666cce86f64925b9f51f560e849a44)**

**PRIMARY SERVICE** is when under a particular service (gas, food, or lodging, etc.), over 50% of the sales revenue for the business at that specific business location must come from the type service requested. For food service, beverage may be considered a portion of the food sales revenue only if at least one qualifying food/meal item is also available at the restaurant.

**QUALIFIED BID** is a responsive bid submitted by a responsible Vendor.

**RURAL INTERCHANGE** is an interchange along a freeway (interstate or other fully-controlled access arterial highway) that is located either in a rural unincorporated area or within the corporate limits of a city/town with a population of less than 40,000.

**SPECIFIC SERVICE SIGN or LOGO SIGN** is a rectangular, white-on-blue sign bearing the message GAS, EV CHARGING, FOOD, LODGING, CAMPING, or ATTRACTION and appropriate directional information and including space for three or more individual business logo panels.

**STATE** is The State of North Carolina, including any of its sub-units recognized under North Carolina law.

**SUPPLEMENTAL SERVICE SIGN** is a rectangular, white-on-blue sign bearing the message GAS, EV CHARGING, FOOD, LODGING, or CAMPING, (or any combination thereof up to a maximum of three service types) that is installed below a mainline logo or guide sign. These are only allowed when there is no space for a separate mainline logo sign for the service specified. ATTRACTION is not allowed as a service on supplemental service sign because of the variability of what an attraction business may be.

**URBAN INTERCHANGE** is an interchange along a freeway (interstate or other fully-controlled access arterial highway) that is located either in or within one mile of the corporate limits of a city/town with a population equal to or greater than 40,000.

**VENDOR** is the team, Design-Build team, supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity who submitted a qualifying technical and financial proposal that is selected by the Department to manage the Logo Sign Program.



**WAIT LIST** is a compilation of businesses in individual categories which have applied to participate in the logo program at a particular interchange at which there is currently no space available. Wait lists are maintained by limited access facility, interchange, category and application date.

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**\*\*\* PROJECT SPECIAL PROVISIONS \*\*\*****CONTRACT TIME**

(7-1-95)(Rev. 11-5-24)

DB1 G07

The Date of Availability of this contract will be April 1, 2025, or a date proposed by the Design-Build Team in the Technical Proposal. The contract will be for eight (8) years. The Department retains the option to extend this contract for two (2), two-year periods if mutually agreeable with the Design-Build Team. As noted elsewhere in this RFP, this period may be shortened through termination by the Department, or approval by the Department of a request for termination from a Service Provider.

The State Contract Officer, Transportation Mobility and Safety Division, or their designee, will notify the Design-Build Team in writing no later than three months prior to the end of the Sponsorship Agreement term as to whether the NCDOT wishes to extend the contract. The Design-Build Team shall reply in writing within two (2) weeks of the date of the notice as to whether the Design-Build Team consents to an extension of this contract. Failure on the part of the Design-Build Team to reply will be considered as a rejection of the extension.

**TERMINATION OF CONTRACT**

The provisions of Articles 108-9(A), (B), (C), (E), (F), and (G) of the 2024 *Standard Specifications* regarding default of contract are by reference incorporated and made a part of this contract. In addition, the provisions of Articles 108-13(A), (B), (C), and (D) of the 2024 *Standard Specifications* regarding default of contract are by reference incorporated and made a part of this contract.

In the event of a termination of contract, no claim for loss of anticipated profits will be considered and no payment will be made for loss of anticipated profits.

Termination of a contract shall not relieve the Service Provider of its responsibilities for any completed portion of the work.

**INDIVIDUAL MEETINGS WITH PROPOSERS**

(11-7-24)

DB1 G048

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

**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 G55B

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 Minority and Women's Business Enterprise (MBE / WBE) goals are established for this contract, the Proposer shall complete the form Listing of MBE / WBE Subcontractors contained elsewhere in this RFP in accordance with the *Minority Business Enterprise and Women Business Enterprise* 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 neither the question nor answer will be shared with other proposing Design-Build Teams. For the purpose of this provision, “confidential question” shall be 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 during the industry review of the draft RFPs with the individual Design-Build 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 issuance of the Final Request for Proposals, confidential questions may be asked by requesting a meeting with the State Contract Officer via the Design-Build e-mail address ([designbuild@ncdot.gov](mailto:designbuild@ncdot.gov)). 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 State Contract Officer will respond to the question in writing to the Design-Build Team only and / or through subtle changes in the Final RFP, as reflected in an Addendum, which will clarify the scope by either allowing or disallowing the request. To the greatest extent possible, the revision will be made in such a manner as to not disclose the confidential question. Other Design-Build Teams will not be notified of the question or answer.

If the Design-Build Team includes work based on the confidential questions and answers, the work shall be included and discussed in the Technical Proposal. The Technical Proposal evaluations will be based solely on the evaluation criteria defined elsewhere in this RFP, regardless of the inclusion or absence of work based on the confidential questions and answers.

### **SUBSURFACE INFORMATION**

(7-1-95) (4-3-07)

DB1 G112AG112D

There is no subsurface information available on this project. The Design-Build Team shall make his own investigation of subsurface conditions.

**COOPERATION BETWEEN CONTRACTORS**

(7-1-95) (Rev. 11-5-24)

DB1 G133

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

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

**OUTSOURCING OUTSIDE THE USA**

(9-21-04) (Rev. 5-16-06)

DB1 G150

All work on consultant contracts, services contracts, and construction contracts shall be performed in the United States of America. No work shall be outsourced outside of the United States of America.

*Outsourcing* for the purpose of this provision is defined as the practice of subcontracting labor, work, services, staffing, or personnel to entities located outside of the United States.

The North Carolina Secretary of Transportation shall approve exceptions to this provision in writing.

**PERMANENT VEGETATION ESTABLISHMENT**

(6-11-15) (Rev. 1-16-24)

104

DB01 G160

Establish permanent vegetation stands of the Long Term Stabilization mixtures. 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 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.

**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*.

**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 Vendors, all questions and requests for information shall be directed to the State Contract Officer through the Alternative Delivery e-mail address. This precludes any Vendor 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 Vendor, 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.

Throughout this RFP and all documents referred to in the RFP, references to the Technical Proposal include all Technical Proposal supplemental information.

**DESIGN REFERENCES**

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

**REVIEW OF SUBMITTALS**

Unless stipulated otherwise in this RFP, submittals will be reviewed within the timeframe the Vendor indicates on the submittal or ten working days whichever is greater. All review timeframes, including but not limited to the aforementioned ten-day, shall begin on the first working day after the Department receives the submittal, regardless of the time the submittal is received. All submittals shall be made to the Signing and Delineation Unit. The Department will not accept subsequent submittals until prior submittal reviews have been completed for that item. The Vendor shall prioritize multiple submittals that are submitted concurrently. All submittals shall include pertinent Special Provisions. No work shall be performed prior to the Department's review and acceptance of the submittals.



For all design disciplines, the Vendor shall inform the Signing and Delineation Unit, in writing, of all proposed changes / revisions to the previously reviewed / accepted submittals, including but not limited to changes / revisions to RFC Plans, and obtain approval prior to incorporation. Failure to provide the aforementioned written notification of changes with the appropriate design submittal could result in the Department 1) suspending the submittal until documentation is provided and extending the contractual submittal review timeframe by an amount of time equal to the time it takes for the Department to receive the required documentation, or 2) returning the unreviewed submittal to the Vendor and requiring a resubmittal. Unless noted otherwise elsewhere in this RFP, all proposed design changes / revisions shall be subject to the Department's review and acceptance, including but not limited to changes to RFC Plans.

## OVERVIEW

Logo Program Privatization administers North Carolina's Statewide Specific Service Logo Program. The program currently includes approximately 3,700 business customers and approximately 600 interchange locations.

Project services shall include, but are not limited to:

- **Administration of the program**
- **Financial management**
- **Marketing**
- **Customer Service**
- **Determination of Eligibility**
- **Business Panel Administration**
- **Initial Inspection and Refurbishment**
- **Design**
- **Construction**
- **Maintenance**
- **Project Coordination**
- **Data and Records**
- **Reporting**
- **Contract Transitions**

## GENERAL SCOPE

The Scope of work for this project is all services related to the Logo Program, as listed herein shall be performed in accordance with North Carolina G.S 136-89.56. 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*, *Manual of Uniform Traffic Control Devices*, *Logo Sign Privatization Manual* and all NCDOT design policies that are current as of the submittal date for each submittal.

Unless noted otherwise elsewhere in this RFP, all documents referenced herein shall be the edition / version, including all interim revisions, effective on the submittal date for each submittal.

Construction shall include, but not be limited to, all necessary clearing, structures, utility coordination, and erosion and sediment control work items for Logo Program sign construction and maintenance. Construction engineering and management shall be the responsibility of the Vendor. Construction shall comply with the NCDOT *Standard Specifications* and any special provisions current on the date of each submittal.

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

- Structure Design
- Foundation Design for Structures and Roadway
- Erosion and Sedimentation Control Implementation
- Transportation Management Plan Design and Implementation
- Sign Design
- Construction
- Project Management
- Design and Construction Management
- Construction Surveying
- Location and Surveys

All designs shall be in a format using Bentley Open Roads Designer (ORD).

No information identified through the contract is allowed for reuse or resell or share without the Department's approval. NCDOT shall be the owner of all data and documentation provided during the contract.

NCDOT shall be the owner of all Logo Program Signs and Structures.

## **DESIGN AND CONSTRUCTION PERFORMED BY VENDOR**

The design work consists of the preparation of all construction documents to construct Logo Program signs as outlined in the Scope of Work section of this RFP. The Vendor shall prepare final designs, construction drawings and special provisions.

The Vendor 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 Vendor in performing the work required by this contract.

There shall be no assignment, subletting or transfer of the interest of the Vendor in any of the work covered by the Contract without the written consent of the State.

The Vendor shall certify all plans, specifications, estimates and engineering data furnished by the Vendor.

All work by the Vendor 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 Project Manager / Engineer / State / Department shall control in all questions regarding location, type of design, dimension of design, and similar questions.

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

The Vendor shall not change team members, subconsultants or subcontractors identified in the Statement of Qualifications (SOQ) or Technical Proposal without written consent of the Project Manager or the State Contract Officer. In addition, subconsultants and subcontractors not identified in the SOQ or Technical Proposal shall not perform any work without written consent by the Project Manager. Individual offices of the Vendor not identified in the SOQ or the Technical Proposal submitted shall not perform any work without written consent by the Project Manager. 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.

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 Technical and Financial Proposal submittal deadline. Subcontractors need only be prequalified prior to performing the work. Design firms should be prequalified prior to the Technical and Financial Proposal submittal deadline. If not prequalified at the time of the Technical and Financial Proposal submittal deadline, the prime contractor shall be solely responsible for either (1) ensuring that the design firm is prequalified prior to its first design submittal or (2) replacing that firm with a prequalified firm.

The safety of the motoring public and the Vendor's field personnel is of paramount importance. The Vendor and its agents and employees will take no action that could compromise the safety of either. The use of signs, cones, and other traffic safety devices will be in accordance with the most current *Manual on Uniform Traffic Control Devices* (MUTCD), the North Carolina *Supplement to the MUTCD* and *NCDOT Safe Operating Procedures* including Work Zone Safety and Traffic Control guidelines as found in the *NCDOT Safe Operating Procedures and Workplace Safety Manual* (SOP 10-21).

The Vendor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with the Traffic Control Plans, the Project Special Provisions, current *Standard Specifications for Roads and Structures*, and the current edition of the MUTCD.

The Vendor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Vendor is required to leave the project in a manner that will be safe for the traveling public, and which will not impede motorists. The Vendor and all subcontractors shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on its own responsibility that are 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. Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as stated in Subarticle 108-7 of the Standard Specifications.

Vehicles and equipment shall not be parked within the State Highway System right-of-way overnight or at other times when work has been suspended unless approved by the Department, and in no case within 30 feet of the edge of pavement. The Department may designate specific locations for parking equipment.

The Vendor, and all subcontractors, shall use approved safety equipment as required in the Department's Workplace Safety Manual; this manual contains Safe Operating Procedures (Sign Installation / Maintenance SOP 11B-73). The following is the link to the NCDOT Safe Operating Procedures and Workplace Safety Manual:

**<https://connect.ncdot.gov/business/safety/Pages/SOP.aspx>**

## **ELECTRONIC PLAN SUBMITTALS AND E-SIGNATURES**

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

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

## **ETHICS POLICY**

Employees employed by the Vendor or employees employed by any subconsultant for the Vendor 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 Vendor.

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

- Developing the Request for Proposals / Design-Build contract, including any Supplemental Agreements
- Selecting or evaluating the Vendor, including evaluating any document submitted by a Design-Build proposer
- Developing or negotiating the contract / Supplemental Agreement cost, including calculating manhours or fees
- Administering the Design-Build contract

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

The Vendor and their subconsultants / subcontractors shall restrict all personnel embedded within the Department, including but not limited to Design Units and Divisions, from working on any Design-Build procurement / project. Except as allowed otherwise below, the Vendor shall provide a list of all embedded personnel to the Department and a signed Confidentiality Agreement for each embedded employee, as well as their employer and NCDOT Unit Manager. If the Vendor has previously provided a signed Confidentiality Agreement for an embedded employee who's employer and / or NCDOT Unit Manager have not changed, the Vendor shall 1) indicate on the aforementioned list when the original Confidentiality Agreement was provided to the Alternative Delivery Unit (date and TIP Project), 2) provide a copy of the original signed Confidentiality Agreement, or 3) provide a new signed Confidentiality Agreement. The Vendor shall submit the aforementioned list and Confidentiality Agreements to Mr. Ronald E. Davenport, Jr., P.E., State Contract Officer, within ten business days of the issuance of the Industry Draft RFP, and provide updated lists and Confidentiality Agreements, as appropriate, throughout the project procurement / duration.

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

### **QUESTION AND ANSWER MEETING WITH THE SHORT-LISTED TEAMS**

All short-listed teams will be required to attend an individual question and answer meeting with the Department to address project specifics and address questions related to this procurement and this RFP. These meetings will be held on the date posted in the Logo Program Privatization timeline. Each Team will be provided with a one-hour time slot that has been predetermined and transmitted via a letter from the State Contracts Engineer. A Second Question and Answer meeting may be held at the discretion of the Department.

### **SUBMITTAL OF TECHNICAL AND FINANCIAL PROPOSALS**

**Technical and / or Financial Proposals that do not adhere to all the requirements noted below may be considered non-responsive and may result in the Department not considering the Vendor for award of the contract or reading their Financial Proposal publicly. The Department will only evaluate the maximum number of allowable pages noted below. Thus, the Department may 1) reject submissions that exceed the page limitations or 2) remove the page(s) that exceed the page limitations prior to evaluating the submission. The Department will notify the Proposer in writing of the reason(s) for the rejection or the details of the altered submission.**

#### **GENERAL**

Technical and Financial Proposals will be accepted until **3:00 p.m. Local Time on Tuesday, January 7, 2025**, at the office of the State Contract Officer:

Mr. Ronald E. Davenport, Jr., PE  
Contract Standards and Development  
1020 Birch Ridge Drive  
Century Center Complex - Building B  
Raleigh, NC 27610

**No Proposals will be accepted after the time specified.**

Proposals shall be submitted in two separate, sealed packages, containing the Technical Proposal in one and the Financial Proposal in the other.

**TECHNICAL PROPOSAL - Electronic Copy**

The electronic copy 1) shall be in a searchable .pdf format, 2) shall not contain any hyperlinks, and 3) shall be scaled to reproduce to the appropriate page format, as defined above. Proposers shall submit their Technical Proposal electronically to [mmsample@ncdot.gov](mailto:mmsample@ncdot.gov) and [drkennedy1@ncdot.gov](mailto:drkennedy1@ncdot.gov) by the deadline stated above. Files shall not exceed 30MB, no zip files can be accepted. The email subject line shall clearly indicate the following information:

Vendor's Name - Logo Program Privatization Technical Proposal

**FINANCIAL PROPOSAL**

Proposers shall submit their Financial Proposal electronically to [mmsample@ncdot.gov](mailto:mmsample@ncdot.gov) and [drkennedy1@ncdot.gov](mailto:drkennedy1@ncdot.gov) by the deadline stated above. Files shall not exceed 30MB, no zip files can be accepted. The email subject line shall clearly indicate the following information:

Vendor's Name - Logo Program Privatization Financial Proposal

**EVALUATION**

NCDOT has formed a Technical Review Committee with the necessary business and technical expertise to assess the Vendor's abilities, strengths, and weaknesses based on the proposal responses. NCDOT will review all Vendor responses to confirm they meet the requirements of this RFP. NCDOT reserves the right to waive any minor informality or technicality in the proposals reviewed. The RFP process concludes after the Technical Review Committee reviews technical proposals and NCDOT determines the Preferred Vendor(s).

NCDOT will evaluate the proposals according to completeness, content, and experience of the Vendor and their staff. Specific criteria are listed in the Evaluation Criteria below. Vendors are required to demonstrate an understanding of tasks and responsibilities defined within each requirement identified throughout this RFP and each requirement shall be addressed as requested.

The Department reserves the right to require the Vendors to present their technical and financial proposals to the Technical Review Committee and respond to the Technical Review Committee's questions following the presentation. After completing the proposal presentations, the Technical Review Committee will consider both the technical evaluation, and financial proposal in selecting a Vendor that is most advantageous to the State. The Technical Review Committee will review the proposal responses and responses during the meetings; failure to address any of the requirements can be deemed non-compliant and may be cause for proposal exclusion.

The Technical Review Committee will evaluate and score each response objectively with the use of an evaluation matrix to guide the weight of each identified focus area. The focus areas and associated weighted value are presented below such that the Vendors have a clear understanding of NCDOT's priorities and method of evaluation.

The Project Award will be based on the Technical Proposal and Financial Proposal evaluation. Qualified Proposals will be evaluated according to the Proposer's Technical and Financial Proposals and assigned a total score out of 100 points. The highest score will determine the Selected Vendor (as defined below). The Department will announce the Selected Vendor on the project website as specified in the Timeline.

The State Contract Officer will provide each Proposer with its Proposal Score when the Department makes a Preferred Proposer announcement.

The Technical and Financial Proposals will be evaluated in each of the following major categories:

<b>EVALUATION FACTORS</b>	<b>POINTS</b>
1. Previous Experience and Performance	20
2. Project Management Plans	10
3. Marketing and Customer Service Plan	10
4. Project Delivery Plan	20
5. Implementation Plan	10
6. Financial Proposal	30

## **TECHNICAL PROPOSAL EVALUATION CRITERIA**

### **1. Previous Experience and Performance - 20 points**

- Describe the Proposer's previous experience with administration and delivery of all aspects of a Logo program.
- Provide list of similar projects, including project name, location, types of services, size / extent of project, duration, and other pertinent information.
- Describe experience with implementation of Logo Programs that transitioned from Department / Agency management to Vendor management.
- Describe the Proposer's experience with growing the revenue and number of participants of other Logo Programs.

### **2. Project Management Plans - 10 points**

Provide a comprehensive Organizational Chart that identifies the design, quality and construction team members, and the relationships with subconsultants / subcontractors. The Organizational Chart shall identify all firms and personnel changes (additions, substitutions, deletions) to the Vendor since submittal of the Statement of Qualifications.



- Confirm that the key personnel identified in the Statement of Qualifications have not changed and identify all team member additions.
- If different firms and / or offices will develop designs for the project, indicate how the designs will be integrated / consistent
- Identify the Proposer's Project Manager and describe qualifications, experience, availability, and location.
- Describe the Proposer's team and organization, including roles, and skills.
- Describe the Proposer's Project Administration Plan, including project management approaches, procedures, and document control.
- Describe the Proposer's Data and Records plan, including data security, information available, and Department access/dashboards.
- Describe the Proposer's Reporting approach, including information, format, schedule, and the Department's access / dashboards.

### **3. Marketing and Customer Service Plans - 10 points**

- Describe the Proposer's Marketing Plan, including approaches, strategies and goals.
- Describe the Proposer's Marketing materials, websites, and other public outreach.
- Describe the Proposer's Customer Service Plan, including outreach, account access, customer assistance, and other functions.
- Describe the Proposer's on-line account access system.

### **4. Project Delivery Plans - 20 points**

- Describe the Proposer's Business Eligibility Plan, including determination of eligibility, reviews, procedures, and responsiveness to program participants.
- Describe the Proposer's approach to Business Panel Administration, including coordination with participants, business panel reviews, installation and removal, and timeframes.
- Describe the Proposer's approach to Project Design, including design criteria, quality, and timeframes.
- Describe the Proposer's approach to Project Construction, including supports, panel fabrication and installation, business panel installation, trailblazers, work zone traffic management, clearing, safety, and coordination.
- Describe the Proposer's Maintenance Plan, including maintenance approach, repair, clearing, documentation, timeframes, and reporting.
- Describe the Proposer's Logo Sign inspection program, including inspection criteria, documentation, timeframes, and reporting.
- Describe the Proposer's approach to Project Coordination for maintenance, program construction, and construction activity by others that may impact Logo signs.

## 5. Implementation Plans - 10 points

- Describe the Proposer's Contract Transition Plans, including start-up, conclusion, and termination.
- Describe the Proposer's approach to the start-up phase, including commencement of activities and proposed start date for participant contracts and all Vendor services.
- Describe the key Department activities and timeframes during the start-up phase.
- Describe the Proposer's approach to Initial Inspection and Refurbishment, including inspection, condition evaluation, reporting, and repair/replacement of deficient infrastructure.

## 6. Financial Proposal - 30 points

- Describe the Proposer's financial capability to undertake the performance of the Logo program.
- Describe the Proposer's approach to establishing participant fees, including potential market adjustments.
- Describe the Proposer's approach to maximizing the Department's revenue share.
- Describe the Proposer's approach to Audits conducted by the Department and State Auditor.
- The Proposer's proposed participant fee structure
- The Proposer's revenue share percentage
- The Proposer's revenue share value (dollars)

## Performance Measures

The Vendor is expected to maintain a high level of performance during the term of the contract. The Vendor's performance will be measured according to this RFP. The following performance measures represent key items that will be used to measure the Vendor's performance. Key performance measures may change over the course of delivering the Logo Sign Program as the Vendor executes different phases of the work. Therefore, the Department reserves the right to update the performance measures. The Vendor shall report on performance measures including, but not limited to, the following:

- Administration:
  - Office maintained and sufficiently staffed and open during hours as detailed in the scope of work.
  - Vendor Project Manager / primary contact is maintained, available, and responsive.
  - Standard and non-standard documents developed, maintained, and available for approval.
  - Coordination process including meetings as outlined in the scope of work established.
  - The Quality Management Plan is developed, submitted for approval, and executed throughout the performance of the contract.

- Financial:
  - The vendor maintains the financial capability to perform all activities as outlined in the scope of work without delays or other program impacts.
  - The business fee schedule is clearly established and available to businesses.
  - Businesses properly invoiced and payments collected according to the fee schedule.
  - Requests for fee changes are accompanied by analysis proving changes are appropriate due to market rates.
  - Payments are received by the department according to the terms outlined in the scope of work.
  - Data is provided for audits in a timely manner.
  
- Marketing:
  - Marketing plan is developed and submitted for approval according to the requirements in the scope of work.
  - Marketing activity is performed according to the approved plan.
  
- Customer Service:
  - Customer service plan is developed and submitted for approval according to the requirements in the scope of work.
  - Customer service activity is performed according to the approved plan.
  - Public website is developed and maintained.
  - On-line account access is developed and maintained.
  - Web mapping services developed and kept up to date.
  - Customer assistance and customer service provided according to the schedule outlined in the scope of work.
  
- Determination of Eligibility:
  - Business eligibility plan is developed and submitted for approval according to the requirements in the scope of work.
  - Business eligibility activity is performed according to the approved plan.
  - Business eligibility changes are properly managed and communicated to the businesses.
  
- Business Panel Administration:
  - Business panel eligibility activities are performed according to the requirements in the scope of work.
  - A timeframe for business panel review is proposed by the Vendor and activities are performed according to the approved plan.
  - Questions or issues are properly escalated to the Department.
  - Business customers are clearly informed of options to procure business panels and are not led to utilize the Vendor's business panel services, if the Vendor provides such services.

- Initial Inspection and Refurbishment:
  - Initial inspection and refurbishment activities are performed according to the requirements in the scope of work.
  - All design refurbishment plans required by the scope of work are submitted for approval.
  - Designs are developed according to the required standards.
  - If the Vendor proposes an alternate means of evaluation for approval, it is submitted in a timely manner.
  - Initial inspection and refurbishment activities are performed according to the schedule in the scope of work.
  
- Design:
  - Design activities are performed according to the requirements in the scope of work.
  - Design plans submitted to the Department are quality work and utilize current design standards and tools. Design submittals do not prompt repeat or excessive comments.
  - Quality Assurance plans are executed, and quality checklists are included in the submittals.
  
- Construction:
  - Construction activities are performed out according to the requirements in the scope of work.
  - No construction work begins before design plans are approved by the Department.
  - Construction work is quality work and meets the Department's construction requirements. Construction work does not prompt repeat or excessive inspection comments.
  - The Vendor coordinates construction activities with the Department as outlined in the scope of work.
  
- Maintenance:
  - A maintenance plan is developed and submitted for approval according to the requirements in the scope of work.
  - Maintenance activity is performed according to the approved plan.
  - Inventories are conducted according to the scope of work and provided to the Department.
  - The Vendor meets the requirements for maintenance schedules according to the scope of work.
  - The Vendor reports any design or construction exceptions noted for any signs installed or relocated by others in a timely manner.

- Project Coordination:
  - A coordination plan is developed and submitted for approval according to the requirements in the scope of work.
  - Coordination activity is performed according to the approved plan.
  - The Vendor is available and responsive in carrying out all project coordination activities.
  
- Data and Records:
  - A data and records plan is developed and submitted for approval according to the requirements in the scope of work.
  - Data and records activity is performed according to the approved plan.
  - Department access to data and records is user friendly.
  - Data and records information is accurate and up to date.
  - Program data and records are free from interruption due to external attack.
  
- Reporting:
  - Reporting activities are performed according to the requirements in the scope of work.
  - Sample reports are submitted to the NCDOT in a timely manner.
  - Reports are concise and accurate. Reports are made available to the Department according to the schedule outlined in the scope of work.
  
- Contract Transitions:
  - A contract transition plan is developed and submitted for approval according to the requirements in the scope of work.
  - Contract transition activity is performed according to the approved plan.
  - The Vendor is available and responsive in carrying out all contract transition activities.

In any area where a performance measurement is not met, in the sole discretion of the Department, the Vendor must submit a corrective action plan. If within 60 days the corrective action does not result in improvements, the Department may take action to terminate the contract.

**SCOPE OF WORK** (11-5-24)**Introduction**

All services related to the Logo Sign Program, as listed herein shall be performed in accordance with North Carolina G.S 136-89.56; current publications and revisions thereto of the following: NCDOT Standard Specifications for Roads and Structures, including Supplemental Specifications; NCDOT Roadway Standard Drawings, Standard Specification for Structural Supports for Highway Signs, Luminaries, and Traffic Signs; The Manual on Uniform Traffic Control Devices; requirements of the North Carolina Comptroller; requirements of the North Carolina Department of Financial Services and the North Carolina Department of Transportation Comptroller; and the contract document. This shall include the current, revised and future versions of these documents as well as all other documents referenced.

**Administration**

The Vendor shall administer the Logo Sign Program to include management of the overall strategy and processes, to include but not limited to the following:

- The Vendor shall describe the Vendor's Project Administration Plan, including project management approaches, procedures, and document control in the Technical Proposal.
- Perform administrative duties to include planning, organizing, managing and directing all activities of the program to ensure a safe, efficient, professional, and motorist-focused operation.
- Administer transportation services, to include engineering, construction, and maintenance for assets, including installation, removal, quality assurance, maintenance, life cycle replacement, inventory, assessments, and inspections for signs as described herein.
- Provide all necessary qualified personnel, facilities, vehicles, materials, supplies, equipment, and services to properly conduct all work for the program. The Vendor shall describe the Vendor's team and organization, including roles, and skills in the Technical Proposal.
- Establish a Vendor Project Manager, who will serve as the Vendor's primary point of contact with the Department. The Vendor Project Manager shall be responsible for the Vendor's performance. The Vendor Project Manager shall be responsive and available to the Department including response to communication within 24 hours, and available for meetings (in-person or virtual) within 48 hours of the request. The Vendor shall identify the Vendor Project Manager and describe qualifications, experience, availability, and location in the Technical Proposal.

- Establish and maintain an office in the Raleigh-Cary metropolitan area, North Carolina which shall be sufficiently staffed and equipped to satisfactorily accomplish all required objectives and activities of the program for the life of the contract. At a minimum, this office shall be open and staffed eight hours a day, Monday through Friday. The office may be closed on official state holidays. The Vendor shall provide and maintain emergency contact information.
- Administer and oversee all documentation, financial transactions, and record keeping associated with each individual participant including, but not limited to the following (as applicable):
  - Application forms to include formats for a downloadable hard-copy and an online / mobile friendly version for web-based submission.
  - Agreement templates to include formats for a downloadable hard-copy and an online / mobile friendly version with electronic signatures. New templates for Participant Agreements and any revisions shall be reviewed and approved by the Department.
  - Execute agreements with participants in hard copy or online with electronic signatures.
  - Provide billing and fee collections services to sign participants annually, and on an as needed basis to include formats of readily available hard copy and online options.
  - Provide refunds to existing sign participants / participants as needed.
- Develop and maintain all standard documents such as templates related to forms, agreements, branding, marketing materials, participant surveys, site plans, reports, manuals, dashboards, websites, work schedules and / or any document the Department requires and submit to the Department Project Manager for approval prior to use.
- Prepare all non-standard documents, press releases, traffic control plans, sign layout details, design plans, non-standard logo panel designs, other studies and designs and / or any document the Department requires and submit to the Department Project Manager for approval prior to use.
- Provide on-demand reports as requested, including status reporting, customer service reports, and any other inquiries from the Department and / or State Auditor. The reports may be time sensitive and shall be completed within 2 business days. Additional time may be allowed at the sole discretion of the Department.
- Prepare and deliver presentations to stakeholder groups including the public, businesses, elected officials, NCDOT or others as requested.
- Establish systems, procedures, computer programs, websites, forms, files, billing processes and any other items necessary to administer the program.
- Configure, integrate and maintain a data set related to the financials to include, but not

limited to, program participants, collection and distribution of fees, related accounting, reporting and record keeping including previous and ongoing customer service records including electronic versions of any hard copy documents (i.e. correspondence, Participant Agreements, etc.).

- Establish a process of coordinating with the Department Project Manager and others as directed by the Department Project Manager. The Coordination plan shall include but not limited to the following:
  - Weekly meetings with the Department Project Manager and others as identified by the Department Project Manager for a period of at minimum of 6 months during project ramp-up.
  - Monthly meetings with the Department Project Manager and others as identified by the Department Project Manager.
  - Year-end presentation with the State Traffic Engineer, Department Project Manager and others as identified by the Department Project Manager.

After each meeting, the Vendor shall provide meeting minutes within 3 business days.

### **Data and Records**

All data and records for the Log Sign Program shall be the property of the Department. The Vendor shall develop a database for the logo sign program according to the following:

- Submit for approval a data and records security plan that describes in detail how the site and related systems are systematically protected according to industry standard from information security risks and issues. The vendor shall describe the Proposer's Data and Records plan, including data security, information available, and Department access/dashboards in the Technical Proposal.
- Manage access and provide a secure system for public or corporate use.
- Maintain a database that is compatible with Department approved software programs. The database shall be accessible in a real-time format to the Department for the purpose of managing the program.
- Data shall be maintained by the Vendor and sufficient backups shall be executed and maintained such that there is no possibility of a data loss.
- The data shall be backed up no less than daily and shall be stored for no less than 30 days. Any and all data shall be backed up with a redundant back-up system, multiple data copies shall be stored off-site to ensure Continuity of Services / data reliability.
- Provide security for data at rest, data in motion, and data in use.



- Provide industry standard levels of encryption, particularly for PII and financial information, consistent with industry standards for a public facing system is required.
- In no case will the security of the management system be compromised through general consumer access to services provided by the portal.
- Provide back-office security systems that protect the portal against existing and future threats that violate security or personal identifiable information to include (but not limited to) malware, viruses, spyware, hackers, phishing, any other security threats presented by individuals, systems, countries, or any other entity not authorized access to the portal.
- Uptime will be no less than 99% per month, excluding scheduled and approved maintenance downtime. All scheduled maintenance time shall be between 11:00 PM and 5:00 AM or approved by Department Project Manager.
- All commercial users shall register for an account and provide sufficient data and proof of identity to gain access.
- A policy regarding passwords, including format standards and frequency of changes, shall be established following industry standards.
- All data shall be accessible to Department through a live data feed at all times, with no more than 4 hours of pre-scheduled maintenance non-availability during non-business hours per month.
- Provide security for access that shall be made available via industry-standard sign-in credentials.

The Department shall be able to access the most current and accurate information including at a minimum the following components:

- Permittee and advertiser information
- All limited access facility interchanges and their status including Average Annual Daily Traffic (AADT), urban / rural classifications, county and Department Division.
- Eligible interchanges not displaying logo business panels
- Ineligible interchanges
- Detailed structure information on each logo structure including size of logo sign; business capacity of logo sign; number of occupied spaces per logo sign; size of supports; date of last replacement.
- Combination configuration and available number in each category

- Number of mainline logo signs
- Number of ramp logo signs
- Number of mainline logo business panels
- Number of ramp logo business panels
- Location information on each logo sign structure including limited access identification; exit identification; service category; configuration of combination signs; direction: and distance from ramp terminal to the business entrance
- Dates of logo business panel replacements by limited access facility, interchange, category, mainline, ramp and logo business name
- Work orders for repairs, refurbishments, new signs, replacements and configurations with an accounting of costs incurred and paid as well as a tracking status of the work order through completion.
- Logo trailblazers sortable by limited access facility, interchange and business name
- Interchanges under construction (when the limited access facility closed and anticipated reopening).
- Real time renewal and occupancy rates
- Accurate and current inventory of qualified businesses at each qualified interchange and a record of marketing efforts to those businesses when there are available spaces on existing boards and potential to erect a new sign at an interchange
- All logo sign deficiencies found, and records shall be searchable by limited access road, exit, county, and deficiency type.
- Current dated photo of each sign with participants updated annually and when a change is made to the sign's participants. The current photo with participants should always match the list of businesses assigned to the board in the database participant records.
- All information from the Vendor's on-line system by which businesses may register on- line comments, suggestions, complaints, etc. about the program. All comments received by the Vendor shall be provided to the Department Project Manager for review.

## Reporting

The Vendor shall provide monthly, quarterly, annual, and on-demand reports to the Department Project Manager. All reports described in this section will be reviewed and approved annually by the Department Project Manager. The reports shall be in the form of a dashboard that is accessible electronically by the Department. Unless approved by the Department Project Manager, reports shall be accompanied by a progress meeting. The Vendor shall describe their Reporting approach, including information, format, schedule, and the Department's access / dashboards in the Technical Proposal.

### Monthly Status Reports

The Vendor shall provide itemized monthly status reports by the 10<sup>th</sup> of each month. The monthly status report shall include the following, and any additional information requested by the Department:

- Status report on customer service related items
- Status report on marketing activities and market penetration
- Progress report on all installations and removals, completed, underway, or planned
- Inventory count and inventory changes
- Status report of all applications that were received
- Report on any participants not renewing their agreement for next year, including an explanation
- Condition of assets including deficiencies / non-compliance
- Quality control program performance summary
- Progress on responsive maintenance activities that are planned and that have been completed
- Performance metrics as defined in Section X in the RFP
- Status report of any safety or traffic related incidents involving Logo Program signs and/or Vendor
- Disposition of action items from the previous monthly status report

### Annual Status Reports

The Vendor shall provide annual summary reports for the period of July 1<sup>st</sup> through June 30<sup>th</sup> each year. The Vendor shall submit the previous year's report to the Department July 20<sup>th</sup> of each year. This report shall include the following items:

- Customer service performance
- Summary of marketing and market penetration
- Summary of all inspections, maintenance, removals, and installations completed
- Status of the program inventory
- Status of all pending applications
- Status of all contract renewals
- Management system updates
- Summary of maintenance and life cycle replacements of panels
- Summary of performance metrics
- Other activities and results as requested by the Department Project Manager.

#### Financial Reports

The Vendor shall provide financial reports including, but not limited to the following:

- Current business fee schedule
- Number of participating businesses, sortable by ADT tier, location, and service
- Number of businesses added and discontinued during the period, sortable by ADT tier, location, and service
- Number of businesses invoiced and payments received during the period, sortable by ADT tier, location, and service
- Reimbursement of any fees to businesses
- Revenue during the period, sortable by ADT tier, Division, County, facility, facility type, and service type

The Vendor shall at a minimum provide the following financial reports:

- Monthly Financial Report: The Vendor shall submit a financial report to the

Department by the 10<sup>th</sup> day of each month summarizing the financial performance measures listed above.

- **Quarterly Financial Report:** The Vendor shall submit a financial report to the Department by the 20<sup>th</sup> day of January, April, July, and October of every year. This report details the payments received by the vendor during the previous quarter and the year-to-date. The quarterly financial report shall detail the associated quarterly payment to be made to the Department.
- **Annual Financial Report:** The Vendor shall submit a financial report to the Department by the 20<sup>th</sup> day of July of every year that covers the previous fiscal year of July 1<sup>st</sup> through June 30<sup>th</sup>. This report details the payments received by the vendor for the previous quarters, end-of-year, and payments to the Department. In addition, the Vendor shall provide an annual statement to the Department that forecasts future revenue projections for the next three years.

The Vendor shall provide on-demand program reports as requested by the Department Project Manager. The Vendor shall make reports available online and in digital formats. Any report generated for the Department shall remain available to the Department for the entirety of the contract.

## **Marketing**

The Vendor shall be responsible for marketing the Logo Sign Program. The processes and activities performed by the Vendor include the following:

- **Marketing Sales Strategy:** The Vendor shall develop, submit for approval, and maintain a strategy to plan, organize, direct, and control the marketing the Logo Sign Program to maximize market penetration and gross revenue. The Vendor shall describe the marketing plan, including approaches, strategies and goals in the Technical Proposal. The strategy shall include:
  - A description of the goals and objectives of the Vendor's sales program.
  - A description of the sales process from initial contact through sign installation and follow-up contact.
  - A description of how the Vendor will address customer satisfaction.
  - A description of the type, content, etc., of intended marketing information.
  - The marketing plan shall include a narrative or plan for how the Vendor will address questions or concerns about any increase in Logo Sign Program fees, other changes, and show businesses the value of the Logo Sign Program.
- The vendor shall describe the vendor's marketing materials, websites, and other public outreach in the Technical Proposal.
- Periodically at the Departments request the Vendor shall submit a plan for approval that describes how the Logo Sign Program will be organized and managed to

maximize statewide penetration; including sales goals, number of salespeople, and timeframe expected to complete initial statewide marketing.

- As part of the marketing activities for this Logo Sign Program, the Vendor shall develop an orderly process to initiate contact with the existing and potential businesses.
- The Vendor shall develop a website and marketing informational brochures to be used during the marketing of the Logo Sign Program. Such information shall provide information about the scope and requirements of the Logo Sign Program to potential participating businesses. The NCDOT will remove Logo Sign Program information including marketing and business contracting information from the NCDOT website. A link directing the public to the Vendor's North Carolina Logo Program website will be added to the NCDOT Signing and Delineation (SDU) website.

## **E. Customer Service**

The Vendor shall provide the highest quality customer service and benefits to existing sign participants and potential participants. The Vendor shall implement a plan to manage and oversee all aspects of customer service including but not limited to:

- **Customer Service Plan:** Develop and submit for approval a customer service plan that conveys the approach, delivery timeframes, and performance expectations. The Vendor shall describe their customer service plan, including outreach, account access, customer assistance, and other functions in the Technical Proposal.
- **Customer Outreach:** Develop and maintain a process to reach out to existing sign participants, potential participants, and other stakeholders informing them of program features, benefits, upcoming changes, marketing, and other information. The Vendor shall reach out to all current participants to announce the transition.
- **Public Website:** Develop and maintain a public website that describes all aspects of the program including but not limited to the following features:
  - Description of sign programs, eligibility criteria, fees
  - Customer service contact information in a prominent location with contact name, mailing address, physical walk-in address, toll free phone number with voicemail for participant inquiries, and email or other electronic contact
  - Provide existing and potential participants with program details including overview of timeline from application through installation, requirements, and benefits
  - Electronic, downloadable and printable forms
  - Integration with various widely used social media platforms, as determined by the Department
  - Optimize for mobile content

- Provide search and query options to current program data with tabular and map based display formats
  - Integration with dashboards to display performance metrics and sign inventories
  - Portal for the public to obtain information, ask questions, or register a complaint. Inquiries and complaints shall be responded to within 24 hours.
  - Frequently asked questions
- Provide on-line account access for existing participants: Provide a participant web portal with secure sign-on to allow existing sign participants to access their account information in a user-friendly dashboard format in both a web browser and mobile friendly format including but not limited to the following:
    - Applications, downloadable and printable as well as online format and submission
    - Participant Agreements including existing and renewal agreements allowing electronic signatures, downloadable and printable as well as online format
    - Applicable program criteria and compliance documents
    - Inventory data on their specific signs such as locations, installation activity and photographs, records on maintenance, inspection and construction records, dates of latest update to web-based mapping service, etc.
    - Review invoices, pay history.
    - Make online payments
    - Work order submittal and review status of work
    - Access to marketing data analysis; results and/or option to request analysis
    - Automated password reset
    - Review program criteria
    - Any other related information as deemed necessary by the Department
- On-line Account Access for prospective Logo Sign Program participants: Provide a secure participant web portal to allow prospective participants to access information in a user-friendly dashboard format in both a web browser and mobile friendly format including but not limited to the following information:
    - Establish an account.
    - Automated password reset.
    - Provide applications, downloadable and printable as well as online format and submission.
    - Make online payments.
    - Review program criteria.
    - Status of pending applications and sign installation.
- The Vendor shall describe their on-line account access system for existing and prospective participants in the Technical Proposal.
  - Web Mapping Service: Provide Web Mapping Services for existing participants to include, but not limited to, the following:

- Selection of web mapping services shall be approved by the Department upon award of contract and may be revised during the life of the contract based on the evolution of technology, user / driver trends, etc.
- Establish process to review web mapping service for data available on existing business locations for all existing sign participants and potential sign participants.
- Customer Assistance: Provide assistance to participants with the application process and other inquiries. Provide communication to participants regarding changes including but not limited to program operation, policies, and fees.
- Acknowledge receipt of business applications within 24 hours.
- Respond to inquiries from existing and prospective participants within 2 business days.
- Respond with business application approval or denial within 20 business days.

The Vendor shall develop a web-based and paper application form for use by applicants and shall provide the Department with access to every application received upon request by the Department.

### **Business Eligibility Administration**

The Vendor shall develop, submit for approval, implement, and execute a plan to evaluate eligibility of businesses based on the Department's business eligibility rules. The plan shall meet the requirements of the *Logo Sign Privatization Manual*, the current MUTCD, and all program rules and regulations. The Vendor shall describe their business eligibility plan, including determination of eligibility, reviews, procedures, and responsiveness to program participants in the Technical Proposal. The plan will ensure that all prospective and participating businesses are in compliance with eligibility criteria, rules and regulations throughout the entire period of their participation in the program. The plan shall include provisions for the immediate investigation of all reports of non-compliance upon receipt of each report within 10 business days. Eligibility shall be determined according to the following:

- Location eligibility: Determine if the facility/interchange is eligible for the Logo Sign Program based on the requirements of the business eligibility plan. The Vendor shall make a determination whether the location is rural or urban. The Vendor shall maintain a database of eligible facilities and interchanges.
- Business eligibility: Determine if the business location is eligible for the logo program based on the *Logo Sign Privatization Manual*. An on-site review is required for each business eligibility determination.

The Vendor shall be responsible for the enforcement of all participant rules and regulations of the Logo Sign Program. Any questions or disputes concerning the rules and regulations of the Logo Sign Program that cannot be satisfactorily resolved by the Vendor shall be referred in writing by the Vendor to the Department Project Manager for further review and action. Interpretation of the



rules and regulations shall require concurrence from the Department Project Manager. Reviews shall be conducted as follows:

- **Initial Reviews:** The Vendor shall complete an on-site inspection within 10 business days of receiving an application. The initial review shall evaluate compliance with specific program criteria based on the type business requested.
- **Annual Reviews:** The Vendor shall complete annual site reviews on a minimum of 20% of participating businesses. At a minimum, all participating businesses shall be reviewed once every 5 years. The site reviews shall confirm that the Logo Sign Program participant meets program criteria on the Program Criteria Checklist.
- **As Needed/Requested Reviews:** The Vendor shall perform site reviews as needed, or as requested by the Department Project Manager, to ensure program participants meet the program criteria.

The business eligibility plan shall include a procedure to inform businesses of their eligibility review results. The Vendor shall inform businesses according to the plan including but not limited to the following determinations:

- Business eligibility approval
- Business eligibility denial
- Business eligibility changes due to urban/rural determination, transportation network, sign infrastructure availability, or other determinations

### **Business Panel Administration**

The Vendor shall be responsible for the administration of the following business panel services:

- The Vendor shall coordinate with businesses and administer the process of business panel approval and installation. The Vendor shall describe their approach to business panel administration, including coordination with participants, business panel reviews, installation and removal, and timeframes in the Technical Proposal.
- Business panels shall be the property of the individual business participants.
- Business participants shall provide approved business panels to the Vendor. The Vendor may contract with businesses to design and fabricate business panels and may charge additional fees in return for the services, these fees will not be considered gross revenue for the purposes of remittance to the Department. The Vendor shall not require participants to contract with the Vendor to design and fabricate business panels. The Vendor shall not, in any way, inhibit the use of alternative business panel design and fabrication services.

- The Vendor shall review and approve business panels prior to installation.
- The Vendor shall install and remove business panels.
- The Vendor shall review and approve business panels per the requirements of the current MUTCD and *Logo Sign Privatization Manual*.
- The Vendor may escalate business panel questions or issues to the Department Project Manager as requested by the Businesses or at the Vendor's discretion.
- The Vendor shall propose a timeframe for review and approval for the business panel approval process.

## Design

The Vendor shall prepare Logo Signing Plans for each individual interchange, including the mainline approaches, all ramps, and logo trailblazers that adhere to the RFP requirements as follows:

- Prepare Logo Signing Plans in accordance with the latest version of the following references and the RFP requirements:
  - *Manual on Uniform Traffic Control Devices (MUTCD)*
  - *NC Supplement to the Manual on Uniform Traffic Control Devices*
  - *NCDOT Standard Specifications for Roads and Structures*
  - *NCDOT Roadway Standard Drawings (RSD)*
  - *NCDOT Signing and Delineation Unit (SDU) Website*
  - *NCDOT Logo Sign Privatization Manual*
- All Logo Signing Plans shall be developed by the Vendor and submitted to the Department for review and approval for all projects including new sign support installations, support modifications, changes of sign sizes, and changes in service type on existing supports. Logo Signing Plans are not required for logo sign panel replacements of the same size and service.
- The general workflow of Logo Signing Plans includes:
  - The Vendor shall conduct a visit to document existing sign spacing and determine proposed sign locations in accordance with the current MUTCD and NCDOT Logo Sign Privatization Manual.
  - The Vendor shall submit design plans that meet the Logo Signing Plans Criteria of the current NCDOT Logo Sign Privatization Manual to NCDOT for review and approval.
  - The Vendor shall revise and resubmit the Logo Signing Plans addressing any Department comments for final Release For Construction (RFC) approval.

- After approval of RFC Logo Signing Plans, the Vendor shall provide the final Logo Signing Plans to the Department in .pdf and NCDOT approved CADD format.
- All Logo Signing Plans shall be approved by the Department prior to all construction activities.
- All logo mileage panels shall be designed, fabricated and installed by the Vendor and shall adhere to the following:
  - Logo mileage panels shall be affixed to the ramp logo signs, one logo mileage panel underneath each logo business panel, to display the travel distance to the business and provide a directional arrow to indicate the direction of travel to the business from the ramp.
  - All new mileage panels shall show stacked fraction distances according to current MUTCD requirements rounded to the nearest quarter mile. Logo signs shall not display logo mileage panels with decimal distances and fraction distances on the same logo sign.
  - Travel distances shall be measured from the ramp terminal to the point on the public road perpendicular to the nearest wall of the main building of the business. If the building is more than a quarter mile from the nearest public road, that distance is to be included in the distance shown on the ramp sign.
  - Logo mileage panel designs are not required to be included in the Logo Signing Plans and do not require Department approval.
- All logo trailblazers shall be designed, fabricated and installed by the Vendor and shall adhere to the following:
  - The Vendor shall determine the locations of all necessary logo trailblazers for a specific business.
  - Logo trailblazers are required in advance of each turn to the business.
  - Any distance greater than two miles prior to a turn that requires a logo trailblazer shall require a pull-through logo trailblazer installed at about the halfway point between the ramp terminus and the turn for the business.
  - Additional pull-through logo trailblazers spaced closer than two miles between turns may be requested by the NCDOT Program Manager and shall be installed by the Vendor if the through distance to the business seems excessive such that the driver may be uncertain as to whether or not he/she is traveling in the right direction.
  - If a local ordinance prohibits the installation of necessary logo trailblazers, affected businesses shall not be allowed to participate on mainline or ramp logo signs.
  - All logo trailblazer locations and designs are required to be shown in the Logo Signing Plans and submitted to NCDOT for approval.
- Supplemental General Service signs may be used when approved by the department. Responsibilities for general service signs shall be as follows:

- General Service signs for services that participate in the Logo Program that are mounted supplemental to Logo signs stand-alone shall be the responsibility of the Vendor, including design, construction, and maintenance.
  - General Service signs for services that do not participate in the Logo Program such as HOSPITAL that are mounted supplemental to Logo signs shall be the responsibility of the Vendor, including design, construction, and maintenance. General Service signs for non-Logo services that are proposed by others to be mounted supplemental to Logo signs shall be approved by the Department. For such signs, the Vendor shall not be responsible for design or construction but shall be responsible for maintenance of the supplemental sign.
  - General Service signs for services that participate in the Logo Program that are mounted supplemental to Department owned signs that are not part of the Logo sign program are the responsibility of the Department, including design, installation, and maintenance. The Vendor shall coordinate with the Department regarding any changes that are needed, such as installation and removal.
- Post RFC Logo Signing Plan Approval
    - The Vendor shall submit all revisions to the RFC Logo Signing Plans to the Department for review and approval prior to construction.
    - After completion of installation activities, the Vendor shall provide as-built Logo Signing Plans to the Department if there are changes that occurred during construction. At a minimum, the as-built Logo Signing Plans shall include all revisions that occurred during construction. The as-built Logo Signing Plans shall be provided in .pdf and NCDOT approved CADD format.

The Vendor shall describe their approach to project design, including design criteria, quality, and timeframes in the Technical Proposal.

## **Construction**

The Vendor shall be responsible for the installation of signs and supports as needed to implement the Logo Sign Program. The Vendor shall perform installation services in accordance with the following main processes and activities:

- All materials used by the Vendor shall meet current NCDOT Standard Specifications for Roads and Structures. The Vendor shall provide certifications as to materials and quantities in a manner specified by the Department.
- All construction activities shall be in accordance with the Department's Construction Manual

**<https://connect.ncdot.gov/projects/construction/Pages/Construction-Manual.aspx>**

- The Vendor shall be responsible for engineering, fabricating, delivering and installing all signs in accordance with NCDOT Standards, Specifications and Manuals.
- All sign panels shall be provided by the Vendor and meet the NCDOT Standard Specifications for Contractor Furnished Signs and follow SDU's Sign Fabrication approval process. Signs shall be inspected at the fabrication facility by the NCDOT Materials and Tests Unit.

**<https://connect.ncdot.gov/projects/construction/Pages/ConstMan.aspx?Method=CM-10-1092>**

The Vendor may, at their discretion, contract with North Carolina Correction Enterprises to fabricate sign panels.

- All sign supports installed by the Vendor shall meet NCDOT material specifications and MUTCD lateral, vertical and longitudinal spacing requirements.
- All new logo service sign installations may be inspected by the Department. Any deficiencies associated with new installation as identified by the Department shall be the financial and operational responsibility of the Vendor to correct.
- All work performed by the Vendor to install new logo signs or new sign supports shall be coordinated with the local Department's local Division office before starting any work at a particular sign location. General coordination activities may include:
  - Conducting site visits to confirm appropriate locations or availability for signing, field staking, the preparation of site plans for all new construction.
  - Clearing sign locations with 811 and the Department Utilities Unit prior to installation.
  - Coordinating in advance of construction activities with Department Inspectors, Department Division forces, and Division Utility Group for construction operations scheduling and inspections.
  - Providing traffic control and work zone safety measures as required.
  - Coordinating with Traffic Operation Centers in required Regions.
- The Vendor shall meet all requirements of the NCDOT Construction Manual Division 11 for Work Zone Traffic Control.

**<https://connect.ncdot.gov/projects/construction/Pages/ConstMan.aspx?Method=CM-11-1101>**

- The vendor shall have qualified contractors to install, maintain and remove shoulder and lane closures under the following conditions:
  - When personnel and/or equipment are working within 15 ft of an open travel lane, close the nearest open shoulder using roadway standard drawing no. 1101.04

- unless the work area is protected by barrier or guardrail or a lane closure is installed.
- When personnel and/or equipment are working on the shoulder adjacent to an undivided facility and within 5 ft of an open travel lane, 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 on the shoulder adjacent to a divided facility and within 10 ft of an open travel lane, 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 a lane of travel of an undivided or divided facility, close the lane according to the traffic control plans, roadway standard drawings, or as directed by the Department. conduct the work so that all personnel and/or equipment remain within the closed travel lane.
- In addition to complying with all Federal and North Carolina laws, the Vendor and subcontractors shall not work during those days / hours detailed herein unless otherwise permitted under an applicable Supplemental Agreement. Exceptions to this rule may be granted by the Department Program Manager acting in his or her sole discretion. The Vendor shall immediately follow all field instructions given by North Carolina law enforcement officers and Division Engineers.
    - The Vendor and subcontractors shall not utilize or install lane or shoulder closures during the weekdays from 6:30 a.m. until 9:00 a.m. and 4:00 p.m. until 6:30 p.m. unless otherwise permitted in a Supplemental Agreement.
    - The Vendor and subcontractors shall not install signs during hours of darkness, periods of active roadway construction or maintenance, state and federal holidays and surrounding weekends, or weather conditions that interfere with visibility.
  - If a lane closure is required, the Vendor shall issue a Lane Closure Notice (LCN) to the Department and affected government entities a minimum of thirty (30) calendar days prior to the publication of any notices or placement of any traffic control devices associated with lane closures, detour routing, or other change in traffic control requiring lane closures. The Vendor will be allowed to issue a single LCN for multiple / consecutive lane closures that occur in the same location. An LCN shall contain the estimated date, time, duration, and location of the proposed work. The Vendor shall keep the Department informed of any and all changes or cancellations of proposed lane closures prior to the date of their implementation. If an emergency condition should occur, an LCN shall be provided within two (2) days after the event.
  - Following completion of the work, the Vendor shall record activities completed, any outstanding work pending completion, and document photos as described herein.

The Vendor shall describe their approach to project construction, including supports, panel fabrication and installation, business panel installation, trailblazers, work zone traffic management, clearing, safety, and coordination in the Technical Proposal

## **Maintenance**

The Vendor shall be responsible for sign maintenance upon commencement of services. Following Initial Inspection and Refurbishment activities, The Vendor shall perform a regular maintenance program for all logo sign assets. The Vendor shall develop a program maintenance plan for approval by the Department. The Vendor shall describe their maintenance plan, including maintenance approach, repair, clearing, documentation, timeframes, and reporting in the Technical Proposal. The Vendor shall be responsible for all costs incurred to complete regular maintenance. The program maintenance plan shall include, but not be limited to the following:

- Perform sign inspection for each logo sign and supporting structure to determine that the logo sign and all associated components are functioning as intended and installed according to the Department's most current design standards, the Department's most current prismatic sheeting requirements, and the Department's minimum level of acceptability for background color fading or other issues that distract from the aesthetics of the sign. Structures should be inspected to ensure they are intact, functional and free of damage or deterioration. The Vendor shall describe their logo sign inspection program, including inspection criteria, documentation, timeframes, and reporting in the Technical Proposal. The following items to be considered, but not limited to, are:
  - Break Away Base
  - Welds
  - Bolts
  - Correct Mounting Height
  - Z Bars, Stiffeners
  - Sheeting retroreflectivity, including logo business panels and logo mileage panels
  - Obstruction, including sight-distance requirements
  - Background Color/Fading
  - Sign installations including logo business panels and logo mileage panels
  - Posts are plumb per specification (leaning less than 1 inch per foot)
  - Missing connecting hardware, nuts and bolts
  - Signs fail to convey the intended message due to lack of reflectivity, fading or surface accumulations. (Note: All signs shall be reflectorized or illuminated to show the same shape and color in day and night conditions)
  - The height and lateral offset of a sign is not installed according to the Design Standards
  - Damage to a sign column that compromises its function
  - A slip base or breakaway support is covered with soil
  - A slip base or breakaway support more than 4 inches above the finished ground as measured at the center

- The vendor may wash sign faces to meet sheeting retroreflectivity requirements
- Take pictures of the sign that will be geospatially accurate. At a minimum, pictures shall include:
  - Front
  - Back
  - Side
  - Wide Angle
  - Date Sticker
  - Sign size information in lower right hand corner
  - All deficiencies
- The vendor shall complete maintenance inspections of a minimum of 33% of all logo signs on an annual basis. At a minimum, all logo signs shall be inspected for maintenance once every three years after the Initial Inspection and Refurbishment.
- The findings of each inventory shall be made available to the Department digitally through the Logo Program database within the first ten business days of the following quarter. The Vendor shall simultaneously submit to the Department Project Manager a written summary of the inventory along with recommendations of which signs need immediate maintenance attention.
- The Vendor shall be required to repair sign and supports if the Department Project Manager determines that the structure does not meet the Department's most current design standards. Repair of any deficiency shall be accomplished within forty-five (45) days of notice of requirement of repair by the Department.
- When the Department Project Manager determines a logo sign structure cannot be repaired, the structure shall be replaced within sixty (60) days of identification by the Vendor or notice to the Vendor.
- When the Vendor or the Department Project Manager determines that there are no longer qualified businesses in the area, the Vendor shall remove the discontinued logo sign, supports and foundations within forty-five (45) days of determination or notice provided to the Vendor by the Department. Removal of such signs is considered routine maintenance.
- Within thirty (30) days upon cancellation of a business contract the Vendor shall remove all logo business panels and logo mileage panels related for the canceled contract, including all logo trailblazers. Removal of such panels and trailblazers is considered routine maintenance.
- In cases of vehicular damage to a logo sign structure or logo sign, the Vendor is responsible for rebuilding or replacing the logo sign, logo mileage panels and supports. Where a police report is available, a claim may be filed against the



responsible parties or insurance companies in order to recoup costs of repair or replacement. It is the responsibility of the Vendor to obtain police reports and follow through with responsible parties or insurance companies. The Vendor shall contact all affected businesses to furnish a new logo business panel within 60 days of notification. Once it is received, the Vendor shall then install the new panel within 30 days. No additional service fee may be assessed to the business owner, since this work is included in the annual rental fee.

- In cases of vandalism, natural disasters, or other similar circumstances causing damage to a logo sign or sign structure, the Vendor is responsible for rebuilding or replacing the logo sign, affected mileage panels and sign supports. The Vendor shall contact all affected businesses within 30 days of notification to furnish a new logo business panel. Once a new logo business panel is received, the Vendor shall then install the new panel within 30 days. No additional service fee may be assessed to the business owner, since this work is included in the annual rental fee.
- Any logo business panels that are unsightly, badly faded, or in a state of dilapidation, as deemed by the Vendor, shall be addressed immediately upon inspection. The Vendor shall contact the business within 30 days of inspection to furnish a new logo business panel. Once a new logo business panel is received, the Vendor shall then install the new panel within 30 days. The Vendor shall assess no additional service fee to the customer since this work is included in the annual rental fee.
- The Vendor shall clear vegetation in front of existing logo signs for proper sight distance to the sign. The sight distance area includes the triangular region of land extending from the edge of the travel lane 800 feet in advance of the sign to 4 feet beyond the furthest edge of the sign from the travel lane. Prior to clearing, the Vendor shall stake the proposed clearing limits and contact the Department for approval. Clearing shall be in accordance with Section 200 of the Department's Standard Specifications for Roads and Structures.

The Vendor shall alert the Department upon the completion of all repairs adjustments, change-outs of logo signs, or routine maintenance of logo sign panels, and provide a digital time stamped photograph of the completed changes.

### **Project Coordination**

The Vendor shall coordinate with the Department Project Manager and other Department staff, to be identified by the Department Project Manager, for all projects that may affect logo signs. Coordination shall include providing information to the Department regarding current and anticipated Logo Program Signing needs to be accounted for in the design of the project's Signing Plans. The Vendor shall describe their approach to project coordination for maintenance, program construction, and construction activity by others that may impact Logo signs in the Technical proposal. The Vendor shall Coordination and interaction may include but not limited to the following:

- The Vendor will not be responsible for any costs incurred as a result of roadway construction by the Department, including costs associated with the relocation of a sign by others or the need to relocate a sign in order to gain adequate spacing for a required NCDOT ground mounted sign or overhead sign structure as part of a Department construction project.
- The Vendor may, with approval of the Department, inspect logo sign installations by others using the Design and Maintenance criteria in this RFP. The Vendor may request that the Contractor operating on behalf of the Department address design and maintenance deficiencies.
- The Department or the Contractor operating on Department's behalf, reserves the right to remove or cover a participating facility's sign(s) for roadway construction or for routine maintenance of the sign structure, traffic research studies, or whenever deemed in the best interest of the Department or the public. Participating businesses shall not be entitled to any refunds of fees paid for any time period in which their logo sign is covered or removed, unless the time the logo sign is covered or removed exceeds a period of 60 days.
- During project design, the Department will notify the Vendor in the event that some, or all, of the existing logo signs at an interchange cannot be retained due to sign spacing, geometric, or other considerations. The Department will notify the Vendor at least 30 days prior to the removal of signs for the Department's project. At that time, the Vendor shall notify the affected business of the upcoming removal. The Department will then remove the logo business panel and notify the Vendor to pick-up and store the panels until the Participant can collect the panels from the Vendor.

### **Contract Transitions**

The vendor shall be responsible for the transition of business processes from the Department to the vendor. All transition related activities shall be conducted with the intent to maintain the program with consistent performance, creating a smooth transition for participants, and without negatively affecting the integrity of the program. The Vendor shall describe their contract transition Plans, including start-up, conclusion, and termination

The Vendor shall submit a transition plan for approval to include but not limited to the following:

Start-up phase: The vendor shall develop and implement a start-up phase plan for the program. The vendor shall propose an implementation schedule for Department review and approval. The Vendor shall describe their approach to the start-up phase, including commencement of activities and proposed start date for participant contracts and all Vendor services in the Technical Proposal. The transition plan from the Department to the Vendor shall address the following, including timing of:

- Meetings and coordination
- Staffing

- Marketing
- Public website
- Customer service systems
- Office opening
- Business contracting
- Inventories
- Maintenance
- Construction
- Contracts with current and future participants

The Vendor shall describe the key Department activities and timeframes during the start-up phase in the Technical Proposal.

- Conclusion Phase: The Vendor shall maintain the program with consistent performance while providing timely cooperation and communication with all parties for an orderly and efficient transition to a successor such that all contract performance requirements are achieved. The Vendor shall propose a plan for transition activities approaching the end of contract starting approximately six months from the end of the contract term including any renewal terms exercised to include but not limited to the following:
  - Cooperate fully with subsequent Vendor for the transfer of all publications, documents, property, equipment, and other material for which the Department retains ownership rights, and any other material related to work under the contract.
  - Provide status reporting for installation, maintenance, replacement schedules and progress.
  - Provide all participant and financial reporting to include all payment history and correspondence.
- Termination Conclusion Phase: In the event it is deemed necessary to terminate the contract prior to the scheduled end of the term, the Vendor shall provide consistent performance while providing the highest degree of timely cooperation and communication with all parties for an orderly and efficient transition to a successor such that all performance requirements are achieved continuously. The vendor shall propose a plan to transition all activities that will include, but not limited to:
  - Cooperate fully with subsequent Vendor for the transfer of all publications, documents, property, equipment, and other material for which the Department retains ownership rights, and any other material related to work under the contract.
  - Provide status reporting for installation, maintenance, replacement schedules and progress.
  - Provide all participant and financial reporting to include all payment history and correspondence.

### **Initial Inspection and Refurbishment**

Upon award the Vendor shall conduct an initial inspection, develop an initial database, evaluate signs for maintenance replacement, and replace signs and supports in poor condition according to the following:

- Inspect all existing logo signs statewide and obtain the following information to develop an existing sign inventory database:
  - Primary or Secondary Route Numbers
  - Exit numbers (if applicable)
  - Mile posts
  - Road Direction
  - Service category
  - Business Panel Configuration
  - Capacity of Logo Sign
  - Current Number of Business Panels
  - GPS Coordinates
  - Condition of Sign
  - Date of Sign installation
  - Size of Supports
  - Lateral Offset
  - Pictures of the sign including front, back, side and a wide-angle picture
- Visually inspect the condition of each sign and document the condition as good, fair, or poor according to the following:
  - Good: No major defects, and the sign is not expected to need repairs for more than five (5) years.
  - Fair: Serviceable condition but may need repair or replacement within 5 years.
  - Poor: Immediate action is needed to address safety issues, damage issues, or sign does not meet the retroreflectivity standards of the current MUTCD.  
The Vendor may propose an alternative means of condition evaluation subject to review and approval by the Department.
- Submit a report to the Department within three months of the commencement of services detailing deficiencies of the logo signs. Deficiencies identified in this report shall be corrected by the Vendor. The report shall include a prioritized plan by condition for refurbishment.
- Maintain all sign inspection data along with date of inspection and condition in the Vendor's Microsoft Excel spreadsheet database. The Vendor may propose an alternative format subject to review and approved by the Department.
- Repair or replace all signs and supports in poor condition within 12 months of commencement of services according to the design and construction requirements found elsewhere in this RFP. Prepare and submit Logo Signing Plans developed in accordance with the Design requirements found elsewhere in this RFP.

The Vendor shall describe their approach to initial inspection and refurbishment, including inspection, condition evaluation, reporting, and repair/replacement of deficient infrastructure in the Technical Proposal

## **Financial**

The Vendor shall have the financial capability to undertake the performance of the program as described herein. The Vendor shall describe their financial capability to undertake the performance of the Logo program in the Financial Proposal.

Business Fees shall be administered according to the following:

- Compensation for all services and materials provided by the Vendor shall be the fees charged to businesses for participation in the program. The Vendor shall describe their approach to establishing participant fees, including potential market adjustments in the Technical Proposal.
- There shall be no additional compensation to the Vendor from the prospective businesses for installing, maintaining, relocating or removing logo business panels.
- Each business participating in the program is required to furnish, at its own expense, logo business panels from an NCDOT approved source of their choosing. The Vendor may provide such services and charge appropriate fees to the businesses for its services.
- Initial fees shall be set by the vendor and approved by the Board of Transportation. The fees shall be based on ADT and market rates according to the following:
  - The ADT for the interchange shall be defined as the highest traffic volume direction approaching the first ramp for the interchange as reported by NCDOT AADT maps available at the following link:  
  

**<https://ncdot.maps.arcgis.com/home/gallery.html?sortField=relevance&sortOrder=desc&searchTerm=aadt>**
  - The ADT shall be the most recent NCDOT data available and utilized for new contracts and yearly renewals.
  - The Vendor may charge fees to participants for trailblazer signs. Trailblazer sign fees shall not be based on ADT.
  - The Vendor may charge fees to participants for replacement of business panels for participant requested changes to the panels due to design or name changes. Business panel changes shall not be based on ADT.
  - The Vendor may request yearly revisions to the fee structure based on market rates. Changes in the participation fees shall be approved by the Board of Transportation.

The Vendor shall describe their approach to establishing participant fees, including potential

market adjustments in the Technical Proposal.

The Vendor shall remit to the Department a share of the program revenue as follows:

- The Vendor shall remit a share of gross program revenue with the Department as proposed by the Vendor in the Financial Proposal. The Financial Proposal shall include the percentage of gross revenue proposed to be shared with the Department for the duration of the contract.
- The Vendor shall share a minimum of \$3.0 million the first year and \$4.0 million all subsequent years with the Department.
- The Vendor shall share a minimum of 40% of gross revenue with the Department.
- The share shall be remitted quarterly as the prescribed percentage of the gross revenue received during the quarter. Quarters shall end on March 31, June 30, September 30, and December 31 and remittance shall be received within 15 days of the end of each quarter via Automated Clearing House (ACH) payment.
- The first year shall be defined as the first four quarters, as described above in this section including a partial first quarter if the commencement of full services does not begin at the beginning of a calendar quarter. Any payments received prior to the commencement of full services shall apply to the first quarter.
- Gross revenue excludes revenue from business panel services contracted directly with the participants.

The Vendor shall describe their approach to maximizing the Department's revenue share in the Financial Proposal.

The Department and State Auditor's Office reserve the rights to conduct an audit of the Vendor's records pertaining to the Logo Sign Program. The State or its representatives may conduct an audit, or audits, at any time. The State may also require submittal of the records from the Vendor and any subcontractor. As the State deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of this contract including, but not limited to:

- Receipts from business logo contracts.
- Daily time sheets and foreman's daily reports and diaries.
- Insurance, welfare and benefits records.
- Payroll register.
- Payroll tax return.

- Material invoices, purchase orders, and all material and supply acquisition contracts.
- Equipment records (list of company owned, rented or other equipment used).
- Vendor rental agreements and subcontractor invoices.
- Subcontractor payment certificates.
- Cancelled checks, including payroll and Vendors.
- Job cost report.
- Job payroll register.
- General ledger, general journal, and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in ledgers and journals relating to the Logo Sign Program.
- Cash disbursements journal.
- Financial statements for all years reflecting the operation of the Logo Sign Program.
- Income tax returns for all years reflecting the operation of the program.
- All documents which reflect the Vendor's actual profit and overhead during the years this contract was being performed and for each of the five years prior to the commencement of this contract.
- All documents related to the preparation of the Vendor's bid including the final calculations on which the proposal was based.
- Proof of compliance with federal pay rates, if applicable.

The Vendor shall provide the completed attachment Logo Program Privatization Financial Proposal Worksheet in the Financial Proposal

Proposers are encouraged to familiarize themselves with the North Carolina Public Records Act, North Carolina General Statute § 132-1 et seq. In the event the Proposer submits any documents which the Proposer believes are not subject to disclosure pursuant to the aforementioned Act, it shall conspicuously mark each document “CONFIDENTIAL” or “CONFIDENTIAL TRADE SECRETS.” All unmarked pages will be subject to release in accordance with the North Carolina Public Records Act. Proposers should be prepared, upon request, to provide justification of why any or all marked materials should not be disclosed under the aforementioned Act.

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

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

103

DB1 G01

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

**Page 1-24, Subarticle 103-4(A) General, first paragraph**, replace the 3<sup>rd</sup> and 4<sup>th</sup> 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.

**EQUIPMENT IDLING GUIDELINES**

(1-19-21)

107

DB1 R096

Exercise reduced fuel consumption and reduced equipment emissions during the construction of all work associated with this contract. Except as allowed otherwise elsewhere in this project special provision, employees engaged in the construction of this project should turn off vehicles when stopped for more than thirty (30) consecutive minutes and off-highway equipment (equipment) should idle no longer than fifteen (15) consecutive minutes.

These guidelines for turning off vehicles and equipment when idling do not apply to:

1. Idling when queuing.
2. Idling to verify the vehicle / equipment is in safe operating condition.
3. Idling for testing, servicing, repairing or diagnostic purposes.
4. Idling necessary to accomplish work for which the vehicle / equipment was designed (such as operating a crane, mixing concrete, etc.).
5. Idling required to bring the machine system to operating temperature.
6. Emergency vehicles, utility company, construction, and maintenance vehicles where the engines must run to perform needed work.
7. Idling to ensure safe operation of the vehicle / equipment.
8. Idling when the propulsion engine is providing auxiliary power for other than heating or air conditioning, except as allowed below, such as hydraulic systems for pavers.
9. When specific traffic, safety, or emergency situations arise.
10. Limited idling, no longer than 30 minutes, to provide for the safety of occupants (e.g. to run the heater) when the ambient temperature is less than 32 degrees Fahrenheit.
11. Limited idling, no longer than 30 minutes, to provide for the safety of occupants (e.g. to run the air conditioning) when the ambient temperature is greater than 90 degrees Fahrenheit.



12. Diesel powered vehicles / equipment may idle for up to 30 minutes to minimize restart problems.

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

**\*\*\* 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:

<b>Restricted Noxious Weed</b>	<b>Limitations per Lb. of Seed</b>	<b>Restricted Noxious Weed</b>	<b>Limitations per Lb. of Seed</b>
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	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia
Creeping Red Fescue	

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 NCDOT *Standard Specifications for Roads and Structures* 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.

<b>TABLE 103-1 COMPLAINT BASIS</b>			
<b>Protected Categories</b>	<b>Definition</b>	<b>Examples</b>	<b>Applicable Nondiscrimination Authorities</b>
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. ( <i>Executive Order 13166</i> )
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: Sex under this program does not include sexual orientation.</i>	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: 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.</i>	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. ( <i>49 U.S.C. 5332(b); 49 U.S.C. 47123</i> )

### (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:

- 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.
  - 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);
  - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
  - 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;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - 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.)

**MINIMUM WAGES**

(07-21-09)

Z-5

**FEDERAL:** The Fair Labor Standards Act provides that with certain exceptions every employer must pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

**STATE:** The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The determination of the intent of the application of these Acts to the project's contract shall be the Design-Build Team's responsibility.

The Design-Build Team shall have no claim against the Department of Transportation for any changes in the minimum wage laws, State or Federal. It shall be the responsibility of the Design-Build Team to be fully informed of all Federal and State Laws affecting the project's contract.

**\*\*\* 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,” the term “Bid” is replaced with “Price Proposal,” and the phrase “lowest Responsible Bidder” is replaced with “responsible Proposer with the lowest adjusted price.” 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 Technical and Price Proposals 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 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 Technical Proposal, 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. 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 separately sealed Technical Proposal and a separately sealed 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 Technical Proposal and Price Proposal in response to a Request for Proposals.

## **REQUEST FOR PROPOSALS**

The paper document provided by the Department that the Proposer uses to develop his paper 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 Trns\*port pay item list) that contributes to a project completion. The table shall include estimated quantities for each work item.

**TECHNICAL PROPOSAL**

A submittal from a Proposer, in accordance with the Request for Proposals requirements, for the purpose of final selection. The Technical Proposal is defined to also include any supplemental information requested by the Department from a Proposer prior to opening bids.

**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 Technical and Price Proposals are invited. It will set forth the date and time Technical and Price Proposals are to be submitted and when the Price Proposals will be opened. The Request for Proposals 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.

One copy of the Final Request for Proposals will be furnished to each prospective Proposer. Additional copies may be purchased for the sum of \$25 each. The copy of the Final Request for Proposals marked with the Proposer's name and prequalification number shall be returned to the Department as the Proposer's Price Proposal.

**Page 1-14, Article 102-7, 4<sup>th</sup> 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 and replace with the following:**

### **102-8 PREPARATION AND SUBMISSION OF BIDS**

All Price Proposals shall be prepared and submitted in accordance with the following requirements:

1. The Request for Proposals provided by the Department shall be used and shall not be taken apart or altered. The Price Proposal shall be submitted on the same form, which has been furnished to the Proposer by the Department as identified by the Proposer's name marked on the front cover by the Department.
2. All entries including signatures shall be written in ink.
3. The Proposer shall submit a lump sum or unit price for every item in the Request for Proposals. The lump sum or unit prices bid for the various contract items shall be written in figures.
4. An amount bid shall be entered in the Request for Proposals for every item and the price shall be written in figures in the "Amount Bid" column in the Request for Proposals.
5. An amount bid shall be entered in the Request for Proposals for every item on which a unit price has been submitted. The amount bid for each item other than lump sum items shall be determined by multiplying each unit bid price by the quantity for that item and shall be written in figures in the Amount Bid column in the Request for Proposals.
6. The total amount bid shall be written in figures in the proper place in the Request for Proposals. The total amount bid shall be determined by adding the amounts bid for each lump sum item.
7. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Proposer shall initial the change in ink.
8. The Price Proposal shall be properly executed. To constitute proper execution, the Price Proposal shall be executed in strict compliance with the following:
  - a. If a Price Proposal is by an individual, it shall show the name of the individual and shall be signed by the individual with the word "Individually" appearing under the signature. If the individual operates under a firm name, the Price Proposal shall be signed in the name of the individual doing business under the firm name.
  - b. If the Price Proposal is by a corporation, it shall be executed in the name of the corporation by the President, Vice President, or Assistant Vice President. It shall be attested by the Secretary or Assistant Secretary. The seal of the corporation shall be affixed. If the Price Proposal is executed on behalf of a corporation in any other manner than as above, a certified copy of the minutes of the Board of Directors of said corporation authorizing the manner and style of execution and the authority of the person executing shall be attached to the Price Proposal or shall be on file with the Department.

- c. If the Price Proposal is made by a partnership, it shall be executed in the name of the partnership by one of the general partners.
  - d. If the Price Proposal is made by a limited liability company, it shall be signed by the manager, member, or authorized agent.
  - e. If the Price Proposal is made by a joint venture, it shall be executed by each of the joint venturers in the appropriate manner set out above. In addition, the execution by the joint venturers shall appear below their names.
9. The Price Proposal shall not contain any unauthorized additions, deletions, or conditional bids.
  10. The Proposer shall not add any provision reserving the right to accept or reject an award or to enter into a contract pursuant to an award.
  11. The Price Proposal shall be accompanied by a bid bond on the form furnished by the Department or by a bid deposit. The bid bond shall be completely and properly executed in accordance with the requirements of Article 102-10 and as modified herein. The bid deposit shall be a certified check or cashier check in accordance with Article 102-10 and as modified herein.
  12. The Price Proposal shall be placed in a sealed package and shall have been delivered to, and received by, the Department prior to the time specified in the Request for Proposals.

**Page 1-18, Article 102-10, 3<sup>rd</sup> 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 6<sup>th</sup> 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 Technical Proposal and / or 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. The Technical Scores of the previously conducted evaluation of the Technical Proposals will also be read publicly in accordance with the procedures outlined in the Request for Proposals. Proposers, their authorized agents, and other interested parties are invited to be present.

**Page 1-19, Article 102-14, replace the 1<sup>st</sup> 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, delete Article 103-1 and replace with the following:**

**103-1 CONSIDERATION OF PRICE PROPOSALS**

After the Price Proposals are opened and read, they will be tabulated. The Price Proposal and Technical Score of the Technical Proposal will be made available in accordance with procedures outlined in the Request for Proposals. In the event of errors, omissions, or discrepancies in the Price Proposal, corrections to the Price Proposal will be made in accordance with the provisions of Article 103-2. Such corrected bid prices will be used to determine the lowest adjusted price.

After the reading of the Price Proposals and Technical Scores, the Department will calculate the lowest adjusted price as described in the Request for Proposals.

The right is reserved to reject any or all Price Proposals, to waive technicalities, to request the Proposer with the lowest adjusted price to submit an up-to-date financial and operating statement, to advertise for new Price Proposals, or to proceed to do the work otherwise, if in the judgment of the Department, the best interests of the State will be promoted thereby.

**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 3<sup>rd</sup> and 4<sup>th</sup> 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 adjusted 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 1<sup>st</sup> and 2<sup>nd</sup> 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 3<sup>rd</sup> 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) Technical 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**

**Page 1-59, replace the first sentence in the 2<sup>nd</sup> paragraph with the following:**

The Design-Build Team shall at its sole cost and expense obtain and furnish to the Department an original standard Association for Cooperative Operations Research and Development (ACORD) certificate of liability insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000 per occurrence and \$5,000,000 general aggregate, covering the Design-Build Team from claims or damages for bodily injury, personal injury, or for property damages that may arise from operating under the contract by the employees and agents of the Design-Build Team.

**Page 1-60, delete Article 107-18 and replace with the following:**

### **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 2<sup>nd</sup> 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 preconstruction 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 1<sup>st</sup> paragraph.**

**Page 1-66, Article 108-6, replace “35%” with “25%” in the 2<sup>nd</sup> 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 1<sup>st</sup> 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 4<sup>th</sup> and 5<sup>th</sup> 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 1<sup>st</sup> 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

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

**CORPORATION**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Bidder 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 Bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of 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 CONTRACTOR**

\_\_\_\_\_  
Full name of Corporation

\_\_\_\_\_  
Address as prequalified

Attest \_\_\_\_\_  
Secretary / Assistant Secretary  
*Select appropriate title*

By \_\_\_\_\_  
President / Vice President / Assistant Vice President  
*Select appropriate title*

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

**CORPORATE SEAL**

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

**PARTNERSHIP**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder 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 bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of 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 CONTRACTOR**

\_\_\_\_\_ Full Name of Partnership

\_\_\_\_\_ Address as Prequalified

\_\_\_\_\_ By \_\_\_\_\_  
Signature of Witness Signature of Partner

\_\_\_\_\_ Print or type Signer's name

\_\_\_\_\_ Print or type Signer's name

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**LIMITED LIABILITY COMPANY**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder 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 bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of 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 CONTRACTOR**

---

Full Name of Firm

---

Address as Prequalified

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Signature of Witness

---

Signature of Member / Manager / Authorized Agent  
*Select appropriate title*

---

Print or type Signer's name

---

Print or type Signer's Name



**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder 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 bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of 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 CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Individual name

Trading and doing business as \_\_\_\_\_  
Full name of Firm

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Contractor, Individually

\_\_\_\_\_  
Print or type Signer's name

\_\_\_\_\_  
Print or type Signer's name

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

**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder 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 bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of 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 CONTRACTOR**

Name of Contractor \_\_\_\_\_  
Print or type Individual name

\_\_\_\_\_  
Address as Prequalified

\_\_\_\_\_  
Signature of Contractor, 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:**        **Logo Program Privatization**

**County:**        **Statewide**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

---

Contract Officer

---

Date

Execution of Contract  
Approved as to Form:

---

Attorney General

Signature Sheet (Bid - Acceptance by Department)

Attachment

Logo Program Privatization Financial Proposal Worksheet

**PROPOSED ANNUAL PARTICIPATION FEES PER DIRECTION OF TRAVEL**

Mainline LOGO signs with ADT between	<input type="text"/>	and	<input type="text"/>	\$ <input type="text"/>	per year
Mainline LOGO signs with ADT between	<input type="text"/>	and	<input type="text"/>	\$ <input type="text"/>	per year
Mainline LOGO signs with ADT between	<input type="text"/>	and	<input type="text"/>	\$ <input type="text"/>	per year
Mainline LOGO signs with ADT between	<input type="text"/>	and	<input type="text"/>	\$ <input type="text"/>	per year

Vendor may choose 2-4 ADT ranges in their participation fee structure.

**PROPOSED MISCELLANEOUS FEES**

LOGO Trailblazer signs, regardless of ADT	\$ <input type="text"/>	each per year
Customer request to change logo for design or name change of business installation	\$ <input type="text"/>	each

The Participation Fees indicated above shall not be changed without approval by the North Carolina Board of Transportation.

**PROPOSED REVENUE SHARE**

The Vendor proposes to remit to NCDOT  % of the gross annual revenue.  
(\$3,000,000 minimum for year one, \$4,000,000 minimum after year one, minimum 40%)

The Vendor may propose additional details within the financial proposal.