

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

**FINAL REQUEST FOR PROPOSALS**



**DESIGN-BUILD PROJECT**

**TIP R-2554BB & C**

**September 19, 2011**



*VOID FOR BIDDING*

DATE AND TIME OF TECHNICAL AND PRICE PROPOSAL SUBMISSION: **November 22, 2011** BY 4:00 PM

DATE AND TIME OF PRICE PROPOSAL OPENING: **December 20, 2011** AT 2:00 PM

CONTRACT ID: C202771

WBS ELEMENT NO. 34461.3.8

FEDERAL-AID NO. NHF-0070(147)

COUNTY: Wayne & Lenoir

ROUTE NO. US 70

MILES: 12.5

LOCATION: US 70 (Goldsboro Bypass) from east of SR 1556 (Wayne Memorial Drive) to east of SR 1323 (Promise Land Road)

TYPE OF WORK: DESIGN-BUILD AS SPECIFIED IN THE SCOPE OF WORK  
CONTAINED IN THE REQUEST FOR PROPOSALS

**NOTICE:**

ALL PROPOSERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE PROPOSER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$30,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD. PROPOSERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA. NOT WITHSTANDING THESE LIMITATIONS ON BIDDING, THE PROPOSER WHO IS AWARDED ANY PROJECT SHALL COMPLY WITH CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA FOR LICENSING REQUIREMENTS WITHIN 60 CALENDAR DAYS OF BID OPENING, REGARDLESS OF FUNDING SOURCES.

\_\_\_\_\_  
5% BID BOND OR BID DEPOSIT REQUIRED  
\_\_\_\_\_

**PROPOSAL FORM FOR THE CONSTRUCTION OF CONTRACT NO. C202771  
IN WAYNE & LENOIR COUNTIES, NORTH CAROLINA**

Date \_\_\_\_\_ 20 \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION,  
RALEIGH, NORTH CAROLINA**

The Design-Build Team herein acknowledges that it has carefully examined the location of the proposed work to be known as Contract No. C202771; has carefully examined the Final Request for Proposals (RFP) and all addendums thereto, specifications, special provisions, the form of contract, and the forms of contract payment bond and contract performance bonds, which are acknowledged to be part of the Contract; and thoroughly understands the stipulations, requirements and provisions. The undersigned Design-Build Team agrees to be bound upon their execution of the Contract and including any subsequent award to them by the Secretary of Transportation in accordance with this Contract to provide the necessary contract payment bond and contract performance bond within fourteen calendar days after the written notice of award is received by them.

The undersigned Design-Build Team further agrees to provide all necessary materials, machinery, implements, appliances, tools, labor, and other means of construction, except as otherwise noted, to perform all the work and required labor to design, construct and complete all the work necessary for State Highway Contract No. C202771 in Wayne and Lenoir Counties by no later than the dates(s) specified in the Final RFP or Technical Proposal, whichever is earlier, and in accordance with the requirements of the Engineer, the Final RFP and Addenda thereto, the *2006 Standard Specifications for Roads and Structures*, specifications prepared by the Department, the Technical Proposal prepared by the Design-Build Team, at the lump sum price(s) bid by the Design-Build Team in their Price Proposal.

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

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

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

Although the Department has furnished preliminary designs for this project, unless otherwise noted herein, the Design-Build Team shall assume full responsibility, including liability, for the

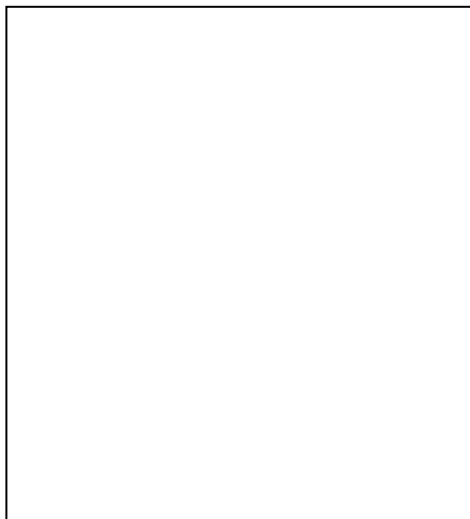
project design, including the use of portions of the Department design, modification of such design, or other designs as may be submitted by the Design-Build Team.

The Design-Build Team shall be fully and totally responsible for the accuracy and completeness of all work performed under this contract, and shall indemnify and hold the Department harmless for any additional costs and all claims against the Department or the State which may arise due to errors or omissions of the Department in furnishing the preliminary project designs and information, and of the Design-Build Team in performing the work.

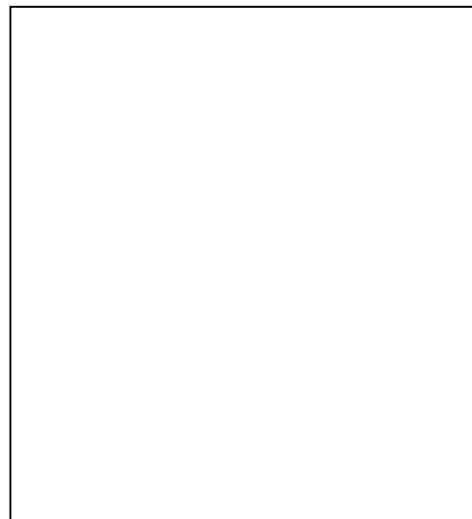
The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures, JULY 2006*, as well as, all design manuals, policy and procedures manuals, and AASHTO publications and guidelines referenced in the Request For Proposals, with all amendments 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 is to 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 Proposal submitted by the Design-Build Team is 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.

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



*Transportation Program  
Management Director*



*State Contract Officer*

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**\*\*\* PROJECT SPECIAL PROVISIONS \*\*\*****CONTRACT TIME AND LIQUIDATED DAMAGES**

04/15/07

DB1 G04B

The date of availability for this contract is **January 30, 2012**, except that the Design-Build Team shall not begin ground disturbing activities, including utility relocations and tree harvesting, (this does not include permitted investigative borings covered under a Nationwide Permit No. 6 or utility relocations in upland areas) until a meeting is held between the NCDOT, the regulatory agencies and the Design-Build Team; and the required permits have been acquired, as stipulated in the Environmental Permits Scope of Work contained elsewhere in this Request for Proposals (RFP). The Design-Build Team shall consider this factor in determining the proposed completion date for this project.

The completion date for this contract is defined as the date proposed in the Technical Proposal by the proposer who is awarded the project. The completion date thus proposed shall not be later than **December 1, 2015**.

When observation periods are required by the special provisions, they are not a part of the work to be completed by the completion date and / or intermediate contract times. Should an observation period extend beyond the final completion date, the acceptable completion of the observation period shall be a part of the work covered by the performance and payment bonds.

The liquidated damages for this contract are **Five Thousand Dollars (5,000.00)** per calendar day. As an exception to this amount, where the contract has been determined to be substantially complete as defined by the Special Provision entitled "Substantial Completion" found elsewhere in this RFP, the liquidated damages will be reduced to **One Thousand Dollars (\$1,000.00)** per calendar day.

Where the Design-Build Team who is awarded the contract has proposed a completion date for the contract as required above, but also has proposed an earlier date for substantial completion, then both of these proposed dates will become contract requirements.

Liquidated damages of **Five Thousand Dollars (\$5,000.00)** per calendar day will be applicable to the early date for substantial completion proposed by the bidder. Liquidated damages of **One Thousand Dollars (\$1,000.00)** per calendar day will be applicable to the final completion date proposed by the bidder where the Design-Build Team has proposed an earlier date for substantial completion.

**OTHER LIQUIDATED DAMAGES AND INCENTIVES**

(3/22/07) (Rev. 02/14/08)

DB1 G11

**Refer to the Traffic Management Scope of Work for more information on the following time restrictions and liquidated damages:**

Liquidated Damages for Intermediate Contract Time #1 for lane narrowing, lane closure, holiday and special event time restrictions for US 70, US 13 and SR 1556, including ramps and loops, are \$250.00 per hour or any portion thereof.

Liquidated Damages for Intermediate Contract Time #2 for road closure time restrictions for certain construction operations for US 70, US 13 and SR 1556, including ramps and loops, are \$250.00 per 30-minute period or any portion thereof.

Liquidated Damages for Intermediate Contract Time #3 for each offsite detour are \$2000.00 per day or any portion thereof.

**Reference Erosion and Sedimentation Control Scope of Work found elsewhere in this RFP for additional information on associated liquidated damages and incentives.**

The Design-Build Team will be eligible for an incentive in the amount of \$100,000 if construction operations have been performed in accordance with all environmental regulations and the Specifications, and the Design-Build Team does not receive any violations (ICA, CICA, NOV and / or C&D) at any time during project construction.

**PROGRESS SCHEDULE**

(07/29/09)

DB1 G12

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 1-72, Article 108-2 Progress Schedule, delete in its entirety and replace with the following:**

The Design-Build Team shall prepare and submit for review and approval a schedule of proposed working progress. This schedule shall be submitted on forms supplied by the Engineer or in a format that is approved by the Engineer. A detailed Critical Path Method (CPM) schedule shall not be submitted to replace the progress schedule details required below.

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.

When the Engineer has extended the completion date the Design-Build Team shall submit a revised progress schedule to the Engineer for review and approval. If plan revisions are anticipated to change the sequence of operations in such a manner as will effect the progress but not the completion date, then the Design-Build Team may submit a revised progress schedule for review and approval but the completion date shall remain unchanged.

The proposed progress schedule shall contain the following items:

- (A) A time scale diagram with major work activities and milestone dates clearly labeled.



- (B) A cash curve corresponding to the milestones and work activities established above.
- (C) A written narrative that explains the sequence of work, the controlling operation(s), intermediate completion dates, milestones, project phasing, anticipated work schedule, and estimated resources. In addition, explain how permit requirements, submittal tracking, and coordination with subcontractors, utility companies and other entities will be performed.

Major work activities are defined as components comprising more than 5% of the total project cost or occupying more than 10% of total contract time and shall include, if applicable, the following:

- Clearing and grubbing
- Grading
- Drainage
- Soil stabilization
- Aggregate base course
- Pavement
- Culverts
- Bridges (including removal)
- Signals, ITS and lighting
- Overhead signs
- Utility relocation and construction

Major Milestones are derived from the project construction phasing and shall include, if applicable, the following:

- Critical design submittal dates
- Critical permitting dates
- Completion of right of way acquisition
- Completion of Utility Conflicts
- Start of construction
- Intermediate completion dates or times
- Seasonal limitation /observation period s/ moratoriums
- Traffic shifts
- Beginning and end of each traffic control phase or work area
- Road openings
- Completion date

The Design-Build Team shall provide a written narrative each month detailing the work and percentage of work completed, anticipated sequence of upcoming work (2 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.

**PAYOUT SCHEDULE**

(11-16-09)

DB1 G13

No later than 12:00 o'clock noon on the sixth day after the opening of the Price Proposal, the responsive proposer with the lowest adjusted price shall submit a proposed Anticipated Monthly Payout Schedule to the office of the State Contract Officer. The information shall be submitted in a sealed package with the outer wrapping clearly marked "Anticipated Monthly Payout Schedule" along with the Design-Build Team name and the contract number. The Anticipated Monthly Payout Schedule will be used by the Department to establish the monthly funding levels for this project. The Anticipated Monthly Payout Schedule shall parallel, and agree with, the project schedule the Design-Build Team submits as a part of their Technical Proposal. The schedule shall include a monthly percentage breakdown (in terms of the total contract amount percentages) of the work anticipated to be completed. The schedule shall begin with the Date of Availability and end with the Actual Completion Date proposed by the Design-Build Team. If the Payout Schedule is not submitted as stated herein, the Technical and Price Proposals will be considered irregular by the Department, and the bid may be rejected.

Submit updates of the Anticipated Monthly Payout Schedule on March 15, June 15, September 15, and December 15 of each calendar year until project acceptance. Submit the all updates to the Resident Engineer with a copy to the State Construction Engineer at 1 South Wilmington St, 1543 Mail Service Center, Raleigh, NC 27699-1543.

**MOBILIZATION**

(10-31-05) (Rev 01-3-07)

DB1 G15B

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 8-1, Subarticle 800-2, MEASUREMENT AND PAYMENT**

Delete this subarticle in its entirety and replace with the following:

**800-2 MEASUREMENT AND PAYMENT**

5 percent of the "Total Amount of Bid for Entire Project" shall be considered the lump sum amount for Mobilization. Partial payments for Mobilization will be made beginning with the first partial pay estimate paid on the contract. Payment will be made at the rate of 50 percent of the lump sum amount calculated for Mobilization. The remaining 50 percent will be paid with the partial pay estimate following approval of all permits required in the Environmental Permits Scope of Work for this project.

**SUBSTANTIAL COMPLETION**

(3-22-07)

DB1 G16

When the special provisions provide for a reduction in the rate of liquidated damages for the contract time or an intermediate contract time after the work is substantially complete, the work will be considered substantially complete when the following requirements are satisfied:

1. Through traffic has been placed along the project and the work is complete to the extent specified below, and all lanes and shoulders are open such that traffic can move unimpeded at the posted speed. Intersecting roads and service roads are complete to the extent that they provide the safe and convenient use of the facility by the public.
2. The final layers of pavement for all lanes and shoulders along the project or along the work required by an intermediate contract time are complete.
3. All signs are complete and accepted except for the signs on intersecting roadways.
4. All guardrails, drainage devices, ditches, excavation and embankment are complete.
5. Remaining work along the project consists of permanent pavement markings, permanent pavement markers or incidental construction that is away from the paved portion of the roadway.

Upon apparent substantial completion of the entire project or the work required by an intermediate contract time, the Engineer will make an inspection of the work. If the inspection discloses the entire project or the work required by an intermediate contract time is substantially complete; the Engineer will notify the Design-Build Team in writing that the work is substantially complete. If the inspection discloses the entire project or the work required by an intermediate contract time is not substantially complete, the Engineer will notify the Design-Build Team in writing of the work that is not substantially complete. The entire project or the work required by an intermediate contract time will not be considered substantially complete until all of the recommendations made at the time of the inspection have been satisfactorily completed.

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

(06-08-11)

DB1 G43

##### **(A) Submittal of Quantities**

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

The Design-Build Team shall prepare an Estimate of Quantities that they anticipate incorporating into the completed project and upon which the Price Proposal was based. The quantity breakdown shall include all items of work that appear in the *Fuel Usage Factor Chart and Estimate of Quantities* sheet. Only those items of work which are specifically noted in the Fuel Usage Factor Chart will be subject to fuel price adjustments. The quantity estimate submitted in the Price Proposal shall be the final total quantity limit for which fuel price adjustments will be made for each item. No price adjustments will be considered for items contained within supplemental agreements. The Department will review the Estimate of Quantities to ensure its reasonableness to the proposed design. Agreement of quantities will be a prerequisite prior to execution of the contract.

**Submittal** The submittal shall be signed and dated by an officer of the Design-Build Team. The information shall be copied and submitted in a separate sealed package with the outer wrapping clearly marked “Fuel Price Adjustment” and shall be delivered at the same time and location as the Technical and Price Proposal. The original shall be submitted in the Price Proposal.

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

(B) **Base Index Price**

The Design-Build Team’s Estimate of Quantities will be used on the various partial payment estimates to determine fuel price adjustments. The Design-Build Team shall submit a payment request for quantities of work completed based on the work completed for that estimate period. The quantities requested for partial payment shall be reflective of the work actually accomplished for the specified period. The Design-Build Team shall certify that the quantities are reasonable for the specified period. The base index price for DIESEL #2 FUEL is \$3.2116 per gallon.

(C) **Opt Out of Fuel Price Adjustment**

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

(D) **Change Option**

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

(E) **Failure to Submit**

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

**PARTNERING**

07/29/09

DB1 G49

As a part of its quality management program, the North Carolina Department of Transportation intends to encourage the formation of a cohesive relationship with the Design-Build Team and its principal subcontractors and suppliers. This relationship will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are safe,

effective, and efficient contract performance; and completion within budget, on schedule, and in accordance with the plans and specifications.

This relationship will be bilateral in makeup and participation will be totally voluntary. The cost associated with effectuating this relationship will be agreed to by both parties and shall be shared equally. Compensation for the Department's share of the partnering costs will be by Supplemental Agreement.

To implement this initiative prior to starting work in accordance with the requirements of Section 108 of the Standard Specifications and the Standard Special Provision for Division One (found elsewhere in this RFP), and prior to the preconstruction conference, the Design-Build Team's management personnel and Division Construction Engineer will initiate a partnering development seminar/team building workshop. Project personnel working with the assistance of the Construction Unit will make arrangements to determine attendees at the workshop, agenda of the workshop, duration, and location. Persons required to be in attendance will be the NCDOT Resident Engineer, the NCDOT Division Construction Engineer, and key project personnel; the Design-Build Team's senior management personnel, the Design-Build Team's on-site project manager, and key project supervisory personnel for both the Design-Build Team and principal subcontractors and suppliers. The project design engineers, FHWA, and key local government personnel will also be invited to attend as necessary.

Follow-up workshops may be held periodically throughout the duration of the contract as agreed by the Design-Build Team and the North Carolina Department of Transportation. In the event that additional workshops are held, compensation for the Department's share of the follow-up partnering workshops will be by Supplemental Agreement.

The establishment of the partnering charter on a project will not change the legal relationship to the contract nor relieve either party from any of the terms of the contract.

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

(06-08-11)

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:

**[http://www.ncdot.org/doh/preconstruct/altern/design\\_build/DesignbuildBidBond.pdf](http://www.ncdot.org/doh/preconstruct/altern/design_build/DesignbuildBidBond.pdf)**

or by contacting the Records and Documents office at 919-770-6900.

1. Applicable Signature Sheets: 1, 2, 3, 4, 5, or 6 (Bid)
2. Bid Bond dated the day of 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**

(03-17-10)

DB1 G55A

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

1. The Proposer shall be prequalified with the Department prior to submitting a Design-Build Proposal.
2. The Proposer shall deliver the Design-Build Proposal to the place indicated, and prior to the time indicated in this Request for Proposals.
3. The Design-Build Proposal documents shall be signed by an authorized employee of the Proposer.
4. The Design-Build Proposal shall be accompanied by Bid surety in the form of a Bid Bond or Bid Deposit, dated the day of Technical and Price Proposal submission.
5. If Disadvantaged Business Enterprises (DBE) goals are established for this contract, the Proposer shall complete the form Listing of DBE Subcontractors contained elsewhere in this RFP in accordance with the Project Special Provision entitled Disadvantaged Business Enterprises.
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 102-10 of the 2006 *Standard Specifications for Roads and Structures*, or Article 102-11 of the 2006 *Standard Specifications for Roads and Structures* and as amended in the Standard Special Provisions, Division One (found elsewhere in this RFP) may result in a Design-Build Proposal being rejected.

**ALTERNATIVE TECHNICAL CONCEPTS AND CONFIDENTIAL QUESTIONS**

(06-08-11)

DB1 G56A

To accommodate innovation that may or may not be specifically allowed by the RFP, or other documents incorporated into the contract by reference, the Design-Build Team has the option of submitting Confidential Questions and Alternative Technical Concepts.

**Definitions**

A Confidential Question is defined as a private query to the Department containing information whose disclosure could alert others to certain details of doing business in a particular manner.

An Alternative Technical Concept is a private query to the Department that requests a variance to the requirements of the RFP, or other documents incorporated into the contract by reference, that is equal or better in quality or effect as determined by the Department in its sole discretion and that have been used elsewhere under comparable circumstances.

**Confidential Questions**

The Design-Build Team will be permitted to ask Confidential Questions of the Department, and neither the question nor the answer will be shared with other Design-Build Teams. The Department, in its sole discretion, will determine if a question is considered confidential.

Confidential Questions arising prior to issuance of the Final RFP will be allowed during the industry review of the draft RFP with the individual Design-Build Teams. The Department will answer the Confidential Question verbally at the industry review meeting, if possible, and / or through subtle changes in the Final RFP, 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.

After the issuance of the Final RFP, Confidential Questions may be asked by requesting a meeting with the State Contract Officer. The request shall be in writing and provide sufficient detail to evaluate the magnitude of the request. Questions shall be of such magnitude as to warrant a special meeting. Minor questions will not be acknowledged or answered. After evaluation, the State Contract Officer will respond to the question in writing to the Design-Build Team 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.

If the Design-Build Team includes work based on the Confidential Questions and answers, the work shall be discussed in the Technical Proposal.

**Alternative Technical Concepts**

The Design-Build Team may include an ATC in the Technical and Price Proposal only if the ATC has been received by the Department by no later than three weeks prior to the deadline for

submitting Technical and Price Proposals and it has been approved by the Department (including conditionally approved ATCs, if all conditions are met).

The submittal deadline above applies only to initial ATC submittals. Resubmittal of an ATC that (1) has been revised in response to the Department's requests for further information concerning a prior submittal or (2) is a Formal ATC for a Preliminary ATC that received a favorable response from the Department shall be received by the Department no later than one week prior to the deadline for submitting Technical and Price Proposals.

Should the Department revise the RFP after a Formal ATC has been approved, the Design-Build Team shall be solely responsible for reviewing the RFP and determining if the ATC deviates from the revised requirements. If necessary, the Design-Build Team must submit a request for approval of all additional required variance(s) within five business days of the revised RFP distribution.

An ATC shall in no way take advantage of an error or omission in the RFP, or other documents incorporated into the contract by reference. If, at the sole discretion of the Department, an ATC is deemed to take an advantage of an error or omission in the RFP, or other documents incorporated into the contract by reference, the RFP will be revised without regard to confidentiality. If at any time, the Department receives a question on the project similar to a concept submitted in the form of a Preliminary ATC or Formal ATC, the Department reserves the right to revise the RFP without further regard for confidentiality.

By approving an ATC, the Department acknowledges that the ATC may be included in the design and RFC plans; however, approval of any ATC in no way relieves the Design-Build Team of its obligation to satisfy (1) other contract requirements not specifically identified in the ATC submittal; (2) any obligation that may arise under applicable laws and regulations; and (3) any obligation mandated by the regulatory agencies as a permit condition.

### **ATC Submittals**

Each ATC submittal shall include three individually bound hard copies and an electronic pdf file of the entire submittal and shall be submitted to the State Contract Officer at the address provided elsewhere in this RFP.

### **Formal ATCs**

Each Formal ATC submittal shall include the following information:

- 1) Description. A detailed description and schematic drawings of the configuration of the ATC or other appropriate descriptive information (including, if appropriate, product details [i.e., specifications, construction tolerances, special provisions] and a traffic operational analysis, if appropriate);
- 2) Usage. Where and how the ATC would be used on the project;
- 3) Deviations. References to all requirements of the RFP, or other documents incorporated into the contract by reference, that are inconsistent with the proposed ATC, an explanation of the nature of the deviations from said requirements, and a request for approval of such variance(s);



- 4) Analysis. An analysis justifying use of the ATC and why the variance to the requirements of the RFP, or other documents incorporated into the contract by reference, should be allowed;
- 5) Impacts. Discussion of potential impacts on vehicular traffic, environmental impacts identified, community impact, safety and life-cycle project impacts, and infrastructure costs (including impacts on the cost of repair and maintenance);
- 6) History. A detailed description of other projects where the ATC has been used, the success of such usage, and names and telephone numbers of project owners that can confirm such statements;
- 7) Risks. A description of added risks to the Department and other entities associated with implementing the ATC; and
- 8) Costs. An estimate of the ATC implementation costs to the Department, the Design-Build Team, and other entities (right-of-way, utilities, mitigation, long term maintenance, etc.).

The Formal ATC, if approved, shall be included in the Price Proposal if the Design-Build Team elects to include it in their Technical Proposal.

### **Review of ATCs**

A panel will be selected to review each ATC, which may or may not include members of the Technical Review Committee. The Design-Build Team shall make no direct contact with any member of the review panel, except as may be permitted by the State Contract Officer. Unapproved contact with any member of the review panel will result in a disqualification of that ATC.

The Department may request additional information regarding a proposed ATC at any time. To the greatest extent possible, the Department will return responses to, or request additional information from, the Design-Build Team within 15 business days of the original submittal of a Formal ATC. If additional information is requested, the Department will provide a response within 5 business days of receipt of all requested information.

The Department may conduct confidential one-on-one meeting(s) to discuss the Design-Build Team's ATC. Under no circumstances will the Department be responsible or liable to the Design-Build Team or any other party as a result of disclosing any ATC materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake or negligence on the part of the Department or their respective officers, employees, contractors, or consultants.

In the event that the Department receives ATCs from more than one Design-Build Team that are deemed by the Department to be similar in nature, the Department reserves the right to modify the RFP without further regard for confidentiality.

### **The Department Response to Formal ATCs**

The Department will review each Formal ATC and will respond to the Design-Build Team with one of the following determinations:

- 1) The ATC is approved;
- 2) The ATC is not approved;
- 3) The ATC is not approved in its present form, but may be approved upon satisfaction, in the Department's sole discretion, of certain identified conditions that shall be met or certain clarifications or modifications that shall be made (conditionally approved);
- 4) The submittal does not qualify as an ATC but may be included in the Proposal without an ATC (i.e., the concept complies with the baseline requirements of the RFP);
- 5) The submittal does not qualify as an ATC and may not be included in the Proposal;
- 6) The ATC is deemed to take advantage of an error or omission in the RFP, or other documents incorporated into the contract by reference, in which case the ATC will not be considered, and the RFP will be revised to correct the error or omission.
- 7) A question has been received outside of the ATC process on the same topic and the RFP will be revised to address that question; or
- 8) More than one ATC has been received on the same topic and the Department has elected to exercise its right to revise the RFP. This response could also follow and supersede one of the other previously supplied responses above.

### **Formal ATC Inclusion in Technical Proposal**

The Design-Build Team may incorporate one or more approved Formal ATCs as part of its Technical and Price Proposals. If the Department responded to an Formal ATC by stating that it would be approved if certain conditions were met, those conditions shall be stipulated and met in the Technical Proposal.

In addition to outlining each implemented Formal ATC, and providing assurances to meet all attached conditions, The Design-Build Team shall also include a copy of the Formal ATC approval letter from the State Contract Officer in each of the twelve Technical Proposals submitted. This letter will be included in the distribution of the Technical Proposals to the Technical Review Committee.

Approval of an Formal ATC in no way implies that the Formal ATC will receive a favorable review from the Technical Review Committee. The Technical Proposals will be evaluated in regards to the evaluation criteria found in this RFP, regardless of whether or not Formal ATCs are included.

The Price Proposal shall reflect all incorporated Formal ATCs. Except for incorporating approved Formal ATCs, the Technical Proposal may not otherwise contain exceptions to, or deviations from, the requirements of the RFP, or other documents incorporated into the contract by reference.

## **Preliminary ATCs**

At the Design-Build Team's option, a Preliminary ATC submittal may be made that presents a concept and a brief narrative of the benefits of said concept. The purpose of allowing such a Preliminary ATC is to limit the Design-Build Team's expense in the pursuit of a Formal ATC that may be quickly denied by the Department.

To the greatest extent possible, the Department will review Preliminary ATCs within 10 business days of submittal and provide written comments and one of the responses noted below. The Department's response to a Preliminary ATC submittal will be either (1) that the Preliminary ATC is denied; (2) that the Preliminary ATC would be considered as a Formal ATC if the Team so elects to pursue a Formal ATC submission; (3) that an ATC is not required; (4) a question has been received outside of the ATC process on the same topic and the RFP will be revised to address that question; or (5) that the ATC takes advantage of an error or omission in the RFP or other documents incorporated into the contract by reference, in which case the ATC will not be considered and the RFP will be revised to correct the error or omission. The Department in no way warrants that a favorable response to a Preliminary ATC submittal will translate into a favorable response to a Formal ATC submittal. Likewise, a favorable response to a Preliminary ATC submittal is not sufficient to include the ATC in a Technical Proposal.

## **INDIVIDUAL MEETINGS WITH PROPOSERS**

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

The Department will attempt to arrange for a meeting between each individual proposer and the affected utility owners.

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

Additional individual meetings may be permitted in accordance with the *Alternative Technical Concepts and Confidential Questions* Project Special Provision found elsewhere in this RFP.

**VALUE ANALYSIS**

(1-5-07)

DB1 G57

Value Engineering Change Proposals (VECP), as identified in Article 104-12 of 2006 *Standard Specifications for Roads and Structures* will be accepted. Only proposals, which alter the requirements of the RFP issued by the Department, will be considered as Value Engineering Change Proposals.

**SCHEDULE OF ESTIMATED COMPLETION PROGRESS**

(07-15-08)

DB1 G58

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

<u>Fiscal Year</u>	<u>Progress (Dollar Value)</u>
2012 (07/01/11 – 06/30/12)	10% of Total Amount Bid
2013 (07/01/12 – 06/30/13)	27% of Total Amount Bid
2014 (07/01/13 – 06/30/14)	29% of Total Amount Bid
2015 (07/01/14 – 06/30/15)	22% of Total Amount Bid
2016 (07/01/15 – 06/30/16)	12% of Total Amount Bid

The Design-Build Team shall also furnish its own progress schedule in accordance with Project Special Provision entitled "Progress Schedule" (found elsewhere in this RFP). Any acceleration of the progress as shown by the Design-Build Team's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

**REVISION TO FHWA-1273 CONCERNING PERSONAL INFORMATION ON PAYROLL SUBMISSIONS:**

(1-20-09)

DB1G59

Revise the *Standard Special Provision FHWA-1273 Required Contract Provisions Federal-Aid Construction Contracts* as follows:

Section V, Paragraph 2b is replaced with the following:

The payroll records shall contain the name, and the last four digits of the social security number of each such employee, his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid.

**DISADVANTAGED BUSINESS ENTERPRISE**

(10-16-07)(Rev 06-08-11)

DB1 G61

**Policy**

It is the policy of the North Carolina Department of Transportation that Disadvantaged Business Enterprises (DBEs) as defined in *49 CFR Part 26* shall have the equal opportunity to compete fairly for and to participate in the performance of contracts financed in whole or in part by Federal Funds.

**Obligation**

The Design-Build Team, subcontractor, and sub-recipient shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract. The Design-Build Team shall comply with applicable requirements of *49 CFR Part 26* in the award and administration of federally assisted contracts. Failure by the Design-Build Team to comply with these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Department deems necessary.

**Definitions**

*Commitment* - The approved DBE participation submitted by the Design-Build Team during the bidding process.

*Committed DBE* - Any DBE listed on the DBE commitment list approved by the Department at the time of Price Proposal submission or any DBE utilized as a replacement for a DBE firm listed on the commitment list.

*Department* - North Carolina Department of Transportation

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

*Goal* - The DBE participation specified herein

*Letter of Intent* – Written documentation of the Design-Build Team’s commitment to use a DBE subcontractor and confirmation from the DBE that it is participating in the contract.

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

*Regular Dealer* - A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer engages in, as its principal business and in its own name, the purchase and sale or lease of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution

equipment. Brokers and packagers are not regarded as manufacturers or regular dealers within the meaning of this section.

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

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

*USDOT* - United States Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

### **Contract Goal**

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

Disadvantaged Business Enterprises **12%**

- (A) *If the goal is more than zero*, the Design-Build Team shall exercise all necessary and reasonable steps to ensure that Disadvantaged Business Enterprises participate in at least the percent of the contract as set forth above as the goal.
- (B) *If the goal is zero*, the Design-Build Team shall continue to recruit the DBEs and report the use of DBEs during the construction of the project. A good faith effort will not be required with a zero goal.

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

### **Contract Requirement**

The approved DBE participation submitted by the Design-Build Team shall be the **Contract Requirement**.

### **Certified Transportation Firms Directory**

Real-time information about firms doing business with the Department and firms that are certified through North Carolina's Unified Certification Program is available in the Directory of Transportation Firms. The Directory can be accessed by the link on the Department's homepage or by entering <https://partner.ncdot.gov/VendorDirectory/default.html/> in the address bar of your

web browser. Only firms identified as DBE certified in the Directory can be utilized to meet the contract goals.

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

### **Listing of DBE Subcontractors in Contract**

Only those DBE firms with current certification are acceptable for listing in the Proposer's submittal of DBE participation. The Design-Build Team shall indicate the following required information:

- (1) *If the goal is more than zero*, Proposers at the time the Price Proposal is submitted, shall submit a listing of DBE participation on the appropriate form (or facsimile thereof) contained elsewhere in the RFP in order for the Price Proposal to be considered responsive. Proposers shall indicate the total dollar value of the DBE participation for the contract. If Proposers have no DBE participation, they shall indicate this on the form "Listing of DBE Subcontractors" by entering the word or number zero. This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Price Proposals submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of Price Proposals. The Department will not consider these Price Proposals for award and the Price Proposal will be returned to the Proposer.
- (2) *If the goal is zero*, Proposers at the time the Price Proposal is submitted, the Proposer shall enter the word "zero" or number "0" or if there is participation, add the value on the "Listing of DBE Subcontractors" (or facsimile thereof) contained elsewhere in the RFP.

### **Written Documentation – Letter of Intent**

The Proposer shall submit written documentation of the Proposer's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal and written confirmation from each DBE, listed in the proposal, indicating their participation in the contract. This documentation shall be submitted on the Department's form titled "Letter of Intent to Perform as a Subcontractor". This letter of intent form is available at:

<http://www.ncdot.org/doh/preconstruct/ps/contracts/letterofintent.pdf>.

It shall be received in the office of the State Contractor Utilization Engineer no later than 12:00 noon of the sixth calendar day following opening of Price Proposals.

If the Proposer fails to submit the letter of intent from each committed DBE listed in the proposal indicating their participation in the contract, the DBE participation will not count toward meeting the goal.

**Counting DBE Participation Toward Meeting DBE Goal of Zero or More**

- (A) If a firm is determined to be an eligible DBE firm, the total dollar value of the participation by the DBE will be counted toward the contract requirement. The total dollar value of participation by a certified DBE will be based upon the value of work actually performed by the DBE and the actual payments to DBE firms by the Design-Build Team.
- (B) When a DBE performs as a participant in a joint venture, the Design-Build Team may count toward its DBE goal a portion of the total value of participation with the DBE in the joint venture, that portion of the total dollar value being a distinct clearly defined portion of work that the DBE performs with its forces.
- (C) (1) The Design-Build Team may count toward its DBE requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.
- (2) A DBE may enter into subcontracts. Work that a DBE subcontracts to another DBE firm may be counted toward the contract requirement. Work that a DBE subcontracts to a non-DBE firm does not count toward the contract requirement. If a DBE contractor or subcontractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of standard industry practices, the DBE shall be presumed not to be performing a commercially useful function. The DBE may present evidence to rebut this presumption to the Department for commercially useful functions. The Department's decision on the rebuttal of this presumption is subject to review by the Federal Highway Administration but is not administratively appealable to USDOT.
- (3) The following factors will be used to determine if a DBE trucking firm is performing a commercially useful function.
- (a) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular



contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.

- (b) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
  - (c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
  - (d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (e) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. The value of services performed under lease agreements between the DBE and the Design-Build Team will not count towards the contract requirement.
  - (f) For purposes of this paragraph, a lease shall indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks shall display the name and identification number of the DBE.
- (D)** A Design-Build Team may count toward its DBE requirement 60 percent of its expenditures for materials and supplies required to complete the contract and obtained from DBE regular dealer and 100 percent of such expenditures to a DBE manufacturer.
- (E)** A Design-Build Team may count toward its DBE requirement the following expenditures to DBE firms that are not manufacturers or regular dealers:
- (1) The fees or commissions charged by a DBE firm for providing a bona fide service, such as providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.

- (2) The fees or commissions charged for assistance in the procurement of the materials and supplies, or for transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are not from a manufacturer or regular dealer and provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **Good Faith Effort for Projects with Goals More Than Zero**

If the DBE participation submitted in the Price Proposal by the Proposer with the apparent adjusted low price does not meet or exceed the DBE contract goal, this Proposer shall submit to the Department documentation of its good faith efforts made to reach the contract goal. One complete set and 9 copies of this information shall be received in the office of the State Contractor Utilization Engineer no later than 12:00 noon of the sixth calendar day following opening of Price Proposals. Where the information submitted includes repetitious solicitation letters it will be acceptable to submit a representative letter along with a distribution list of the firms that were solicited. Documentation of DBE quotations shall be a part of the good faith effort submittal as necessary to demonstrate compliance with the factors listed below which the Department considers in judging good faith efforts. This documentation may include written subcontractor quotations, telephone log notations of verbal quotations, or other types of quotation documentation.

The following factors will be used to determine if the Proposer has made adequate good faith effort:

- (A) Whether the Proposer attended any pre-bid meetings that were scheduled by the Department to inform DBEs of subcontracting opportunities.
- (B) Whether the Proposer provided solicitations through all reasonable and available means (e.g. advertising in newspapers owned and targeted to the Disadvantaged at least 10 calendar days prior to Price Proposal opening). Whether the Proposer provided written notice to all DBEs listed in the NCDOT Directory of Transportation Firms, within the Divisions and surrounding Divisions where the project is located, that specialize in the areas of work (as noted in the DBE Directory) that the Proposer will be subletting.
- (C) Whether the Proposer followed up initial solicitations of interests by contacting DBEs to determine with certainty whether they were interested. If a reasonable amount of DBEs within the targeted Divisions do not provide an intent to quote or no DBEs specialize in the subcontracted areas, the Proposer shall notify DBEs outside of the targeted Divisions that specialize in the subcontracted areas, and contact the Director of Business and Opportunity Workforce Development to give notification of the Proposer's inability to get DBE quotes.
- (D) Whether the Proposer selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE

participation, even when the Proposer might otherwise perform these work items with its own forces.

- (E) Whether the Proposer provided interested DBEs with adequate and timely information about the plans, specifications and requirements of the contract.
- (F) Whether the Proposer negotiated in good faith with interested DBEs without rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be noted in writing with a description as to why an agreement could not be reached.
- (G) Whether quotations were received from interested DBE firms but rejected as unacceptable without sound reasons why the quotations were considered unacceptable. The fact that the DBE firms quotation for the work is not the lowest quotation received will not in itself be considered as a sound reason for rejecting the quotation as unacceptable. The fact that the Proposer has the ability and / or desire to perform the contract work with its own forces will not be considered as sound reason for rejecting a DBE quote. Nothing in this provision shall be construed to require the Proposer to accept unreasonable quotes in order to satisfy contract goals.
- (H) Whether the Proposer specifically negotiated with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation.
- (I) Whether the Proposer made any efforts and / or offered assistance to interested DBEs in obtaining the necessary equipment, supplies, materials, insurance, and / or bonding to satisfy the work requirements in the RFP.
- (J) Any other evidence that the Proposer submits which show that the Proposer has made reasonable good faith efforts to meet the contract goal.

If a Proposer is the Proposer with the apparent adjusted low price or apparent lowest responsive bidder on more than one project within the same letting located in the same geographic area of the state, as a part of the good faith effort the Department will consider allowing the Proposer to combine the DBE participation as long as the overall DBE goal value of the combined projects is achieved.

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

### **DBE Replacement**

The Design-Build Team shall not terminate a committed DBE subcontractor for convenience or perform the work with its own forces or those of an affiliate. If the Design-Build Team fails to

demonstrate reasonable efforts to replace a committed DBE firm that does not perform as intended with another committed DBE firm or completes the work with its own forces without the Engineer's approval, the Design-Build Team and any of its affiliated companies may be disqualified from further bidding for a period of up to 6 months.

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

**(A) Performance Related Replacement**

When a DBE is terminated or fails to complete its work on the contract for any reason, the Design-Build Team shall take all necessary, reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work as the DBE that was terminated. The Design-Build Team is encouraged to first attempt to find another DBE firm to do the same work as the DBE that was being terminated.

To demonstrate necessary, reasonable good faith efforts, the Design-Build Team shall document the steps they have taken to replace any DBE subcontractor who is unable to perform successfully with another DBE subcontractor. Such documentation shall include but not be limited to the following:

- (1) Copies of written notification to DBEs that their interest is solicited in subcontracting the work defaulted by the previous DBE subcontractor or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
  - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
- (3) For each DBE contacted but rejected as unqualified, the reasons for the Design-Build Team's conclusion.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Design-Build Team.

**(B) Decertification Replacement**

- (1) When a committed DBE is decertified by the Department after a Request for Subcontract has been received by the Department, the Department will not require the Design-Build Team to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal

to the remaining work performed by the decertified firm will count toward the contract requirement.

- (2) When a committed DBE is decertified prior to the Department receiving a Request for Subcontract for the named DBE firm, the Design-Build Team shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the contract goal or demonstrate that it has made a good faith effort to do so.

### **Changes in the Work**

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

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

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

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

### **Reports**

A Subcontract Approval Form shall be submitted for all work which is to be performed by a DBE subcontractor, both committed and non-committed subcontractors. The Department reserves the right to require copies of actual subcontract agreements involving DBE subcontractors.

Within 30 calendar days of entering into an agreement with a DBE for materials, supplies or services, not otherwise documented by a Request for Subcontract as specified above, the Design-Build Team shall furnish the Engineer a copy of the agreement. The documentation should also indicate the percentage (60% or 100%) of expenditures claimed for DBE credit.

All certifications will be considered a part of the project records, and consequently will be subject to penalties under Federal Law associated with falsifications of records related to projects.

**Reporting Disadvantaged Business Enterprise Participation**

- (A) The Design-Build Team shall provide the Engineer with an accounting of payments made to Disadvantaged Business Enterprise firms, including material suppliers, contractors at all levels (prime, subcontractor, or second tier subcontractor). This accounting shall be furnished to the Engineer for any given month by the end of the following month. Failure to submit this information accordingly may result in the following action:
- (1) Withholding of money due in the next partial pay estimate; or
  - (2) Removal of any affiliated company of the Design-Build Team from the Department's appropriate prequalified list or the removal of other entities from the approved subcontractors list.
- (B) The Design-Build Team shall report the accounting of payments through the Department's DBE Payment Tracking System, which is located at:
- <https://apps.dot.state.nc.us/Vendor/PaymentTracking/>.
- The Design-Build Team shall also provide the Engineer an affidavit attesting the accuracy of the information submitted in the Payment Tracking System. This too shall be submitted for any given month by the end of the following month.
- (C) Design-Build Teams reporting transportation services provided by non-DBE lessees shall evaluate the value of services provided during the month of the reporting period only.

Prior to payment of the final estimate, the Design-Build Team shall furnish an accounting of total payment to each DBE. A responsible fiscal officer of the payee contractor, subcontractor, or second tier subcontractor who can attest to the date and amounts of the payments shall certify that the accounting is correct.

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

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

Failure on the part of any subcontractor to submit the required information in the time frame specified may result in the disqualification of that contractor and any affiliate companies from working on any DOT project until the required information is submitted.

**Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Article 102-16(J) of the *Standard Specifications* may be cause to disqualify the Design-Build Team.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

(3-21-90)

DB1 G85

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

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

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

**CONTRACTOR'S LICENSE REQUIREMENTS**

(7-1-95)

DB1 G88

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

**U.S. DEPARTMENT OF TRANSPORTATION HOTLINE**

(11-22-94)

DB1 G100

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

The U.S. Department of Transportation (DOT) operates the above toll-free *hotline* Monday through Friday, 8:00 a.m. to 5:00 p.m. eastern time. Anyone with knowledge of possible bid

rigging, bidder collusion, or other fraudulent activities should use the *hotline* to report such activities.

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

### **SUBSURFACE INFORMATION**

(3-22-07)

DB1 G119

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

### **COOPERATION BETWEEN CONTRACTORS**

(7/1/95)

DB1 G133

The Design-Build Team's attention is directed to Article 105-7 of the 2006 *Standard Specifications for Roads and Structures*.

Project R-2554BA connects to the west end of this project, although this project is anticipated to be completed in 2011.

Project R-2554A connects to the west end of project R-2554BA and is anticipated to be Let in June 2012.

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

### **BID DOCUMENTATION**

(1-1-02) (Rev. 10-19-10)

DB1 G142

#### **General**

The successful Design-Build Team shall submit the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation used to prepare the Price Proposal for this contract to the Department within 10 days after receipt of notice of award of contract. Such documentation shall be placed in escrow with a banking institution or other bonded document storage facility selected by the Department.

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



## Terms

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

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

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

### **Escrow Agreement Information**

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

### **Failure to Provide Bid Documentation**

The Proposer's failure to provide the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation within 10 days after the notice of award is received by him may be just cause for rescinding the award of the contract and may result in the removal of the Proposer from the Department's list of qualified bidders for a period of up to 180 days. Award may then be made to the Proposer with the next lowest adjusted price or the work may be readvertised and constructed under the contract or otherwise, as the Department may decide.

### **Submittal of Bid Documentation**

- (A) Delivery - A representative of the Proposer shall deliver the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation to the Department, in a container suitable for sealing, within 10 days after the notice of award is received by him. Bid documentation will be considered a certified copy if the Proposer includes a letter to the Department from a chief officer of the company stating that the enclosed documentation is an *EXACT* copy of the original documentation. The letter

shall be signed by a chief officer of the company, have the person's name and title typed below the signature, and the signature shall be notarized at the bottom of the letter.

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

### **Affidavit**

In addition to the bid documentation, an affidavit signed under oath by an individual authorized by the Proposer to execute the bid shall be included. The affidavit shall list each bid document with sufficient specificity so a comparison may be made between the list and the bid documentation to ensure that all of the bid documentation listed in the affidavit has been enclosed. The affidavit shall attest that the affiant has personally examined the bid documentation, that the affidavit lists all of the documents used by the Proposer to determine the Price Proposal for this project, and that all such bid documentation has been included.

### **Verification**

Upon delivery of the bid documentation, the Department's Contract Officer and the Proposer's representative will verify the accuracy and completeness of the bid documentation compared to the affidavit. Should a discrepancy exist, the Proposer's representative shall immediately furnish the Department's Contract Officer with any other needed bid documentation. The Department's Contract Officer upon determining that the bid documentation is complete will, in the presence of the Proposer's representative, immediately place the complete bid documentation and affidavit in the container and seal it. Both parties will deliver the sealed container to the escrow agent for placement in a safety deposit box, vault, or other secure accommodation.

### **Confidentiality of Bid Documentation**

The bid documentation and affidavit in escrow are, and will remain, the property of the Proposer. The Department has no interest in, or right to, the bid documentation and affidavit other than to verify the contents and legibility of the bid documentation unless the Design-Build Team gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department. In the event of such written notice of intent to file a claim, filing of a written claim, filing a written and verified claim, or initiation of litigation against the Department, or receipt of a letter from the Design-Build Team authorizing release, the bid documentation and affidavit may become the property of the Department for use in considering any claim or in litigation as the Department may deem appropriate.

Any portion or portions of the bid documentation designated by the Proposer as a *trade secret* at the time the bid documentation is delivered to the Department's Contract Officer shall be protected from disclosure as provided by *G.S. 132-1.2*.

**Duration and Use**

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

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

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

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

**Release of Bid Documentation to the Contractor**

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

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

**Payment**

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

**TWELVE MONTH GUARANTEE**

(7-15-03)

DB1 G145

- (A) The Design-Build Team shall guarantee materials and workmanship against latent and patent defects arising from faulty materials, faulty workmanship or negligence for a period of twelve months following the date of final acceptance of the work for maintenance and shall replace such defective materials and workmanship without cost to the Department. The Design-Build Team will not be responsible for damage due to normal wear and tear, for negligence on the part of the Department, and / or for use in excess of the design.
- (B) Where items of equipment or material carry a manufacturer's guarantee for any period in excess of twelve months, then the manufacturer's guarantee shall apply for that particular piece of equipment or material. The Department's first remedy shall be through the manufacturer although the Design-Build Team shall be responsible for invoking the warranted repair work with the manufacturer. The Design-Build Team's responsibility shall be limited to the term of the manufacturer's guarantee. NCDOT would be afforded the same warranty as provided by the Manufacturer.
- (C) The Design-Build Team shall be responsible for any and all remediation activities at the on-site stream and wetland mitigation sites for a period of twelve months following final acceptance of the project at no additional cost to the Department.

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

Appropriate provisions of the payment and/or performance bonds shall cover this guarantee for the project. In addition, failure on the part of the responsible entity(ies) of the Design-Build Team to perform guarantee work within the terms of this provision shall be just cause to remove the responsible entity(ies) from the Department's corresponding prequalified list. The Design-Build Team will be removed for a minimum of 6 months and will be reinstated only after all work has been corrected and the Design-Build Team requests reinstatement in writing.

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

**CLEARING AND GRUBBING**

(01-22-08)

DB2 R01

With the exception of areas with Permanent Utility Easements, perform clearing on this project to the limits established by Method "III" shown on Standard No. 200.03 of the *2006 NCDOT*

*Roadway Standard Drawings*. In areas with Permanent Utility Easements, clearing shall extend to the Right of Way limits.

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 2-2, Article 200-3, Clearing, add the following as the 6th paragraph:**

At bridge sites, clear to a minimum of 30 feet from the outside edge of each bridge beginning at a station 3 feet back of the beginning extremity of the structure and ending at a station 3 feet beyond the ending extremity of the structure.

**SHPO DOCUMENTATION FOR BORROW / WASTE SITES**

(12-18-07)

DB8 R02

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Division 2 Earthwork**

**Page 2-16, Subarticle 230-1(D)**, add the words: *The Contractor specifically waives* as the first words of the sentence.

**Page 2-17, Subarticle 230-4(B) Contractor Furnished Sources, first paragraph, first sentence replace with the following:**

Prior to the approval of any borrow sources developed for use on any project, obtain certification from the State Historic Preservation Officer of the State Department of Cultural Resources certifying that the removal of the borrow material from the borrow sources(s) will have no effect on any known district, site building, structure, or object, architectural and / or archaeological that is included or eligible for inclusion in the National Register of Historic Places.

**Division 8 Incidentals**

**Page 8-9, Article 802-2 General Requirements, add the following as the 1st paragraph:**

Prior to the removal of any waste from any project, obtain certification from the State Historic Preservation Officer of the State Department of Cultural Resources certifying that the deposition of the waste material to the proposed waste area will have no effect on any known district, site building, structure, or object, architectural and / or archaeological that is included or eligible for inclusion in the National Register of Historic Places. Furnish a copy of this certification to the Engineer prior to performing any work in the proposed waste site.

**Page 8-10, Article 802-2, General Requirements, 4th paragraph, add the following as the 2nd sentence:**

The Department's borrow and waste site reclamation procedures for contracted projects is available on the NCDOT website and shall be used for all borrow and waste sites on this project.

## **EROSION & SEDIMENT CONTROL / STORMWATER CERTIFICATION**

(1-16-07) (Rev 11-16-10)

DB1 G180

### **General**

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

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

- (A) *Certified Supervisor* – Provide a certified Erosion and Sediment Control / Stormwater (E&SC/SW) Supervisor to manage the Design-Build Team and subcontractor(s) operations, ensure compliance with Federal, State and Local ordinances and regulations, and to manage the Quality Control Program.
- (B) *Certified Foreman* – Provide a certified, trained foreman for each construction operation that increases the potential for soil erosion or the possible sedimentation and turbidity of surface waters.
- (C) *Certified Installer* – Provide a certified installer to install or direct the installation for erosion and sediment control / stormwater practices.
- (D) *Certified Designer* – Provide a certified designer for the design of the erosion and sediment control / stormwater component of reclamation plans and, if applicable, for the design of the project erosion and sediment control / stormwater plan.

### **Roles and Responsibilities**

- (A) *Certified Erosion and Sediment Control / Stormwater Supervisor* - The Certified Supervisor shall be Level II and responsible for ensuring erosion and sediment control / stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. Perform the following duties:
  - (1)
    - (a) **Manage Operations** - Coordinate and schedule the work of subcontractors so that erosion and sediment control / stormwater measures are fully

- executed for each operation and in a timely manner over the duration of the contract.
- (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
  - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
  - (d) Implement the erosion and sediment control / stormwater site plans requested.
  - (e) Provide any needed erosion and sediment control / stormwater practices for the Design-Build Team's temporary work not shown on the plans, such as, but not limited to work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
  - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering, and any temporary work conducted by the Design-Build Team in jurisdictional areas.
  - (g) Conduct all erosion and sediment control / stormwater work in a timely and workmanlike manner.
  - (h) Fully perform and install erosion and sediment control / stormwater work prior to suspension of the work.
  - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control / stormwater issues due to the Design-Build Team's operations.
  - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces and / or any location where sediment leaves the Right-of-Way.
  - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit – The Department's NPDES Stormwater permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements are, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, i.e. from equipment operations/maintenance construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.

- (b) Inspect erosion and sediment control / stormwater devices and stormwater discharge outfalls at least once every 7 calendar days, twice weekly for construction related Federal Clean Water Act, Section 303(d) impaired streams with turbidity violations, and within 24 hours after a significant rainfall event of 0.5 inches within a 24-hour period.
  - (c) Maintain an onsite rain gauge or use the Department's Multi-Sensor Precipitation Estimate website to maintain a daily record of rainfall amounts and dates.
  - (d) Maintain erosion and sediment control / stormwater inspection records for review by Department and Regulatory personnel upon request.
  - (e) Implement approved reclamation plans on all borrow pits, waste sites and staging areas.
  - (f) Maintain a log of turbidity test results as outlined in the Department's Procedure for Monitoring Borrow Pit Discharge.
  - (g) Provide secondary containment for bulk storage of liquid materials.
  - (h) Provide training for employees concerning general erosion and sediment control / stormwater awareness, the Department's NPDES Stormwater Permit NCS000250 requirements, and the requirements of the *General Permit, NCG010000*.
  - (i) Report violations of the NPDES permit to the Engineer immediately who will notify the Division of Water Quality Regional Office within 24 hours of becoming aware of the violation.
- (3) Quality Control Program - Maintain a quality control program to control erosion, prevent sedimentation and follow provisions/conditions of permits. The quality control program shall:
- (a) Follow permit requirements related to the Design-Build Team and subcontractors' construction activities.
  - (b) Ensure that all operators and / or subcontractor(s) on site have the proper erosion and sediment control / stormwater certification.
  - (c) Notify the Engineer when the required certified erosion and sediment control / stormwater personnel are not available on the job site when needed.
  - (d) Conduct the inspections required by the NPDES permit.
  - (e) Take corrective actions in the proper timeframe as required by the NPDES permit for problem areas identified during the NPDES inspections.
  - (f) Incorporate erosion control into the work in a timely manner and stabilize disturbed areas with mulch / seed or vegetative cover on a section-by-section basis.
  - (g) Use flocculants approved by state regulatory authorities where appropriate and where required for turbidity and sedimentation reduction.
  - (h) Ensure proper installation and maintenance of temporary erosion and sediment control devices.
  - (i) Remove temporary erosion or sediment control devices when they are no longer necessary as agreed upon by the Engineer.



- (j) The Design-Build Team's quality control and inspection procedures shall be subject to review by the Engineer. Maintain NPDES inspection records and make records available at all times for verification by the Engineer.
- (B) *Certified Foreman* - At least one Certified Foreman shall be onsite for each type of work listed herein during the respective construction activities to control erosion, prevent sedimentation and follow permit provisions:
  - (1) Foreman in charge of grading activities
  - (2) Foreman in charge of bridge or culvert construction over jurisdictional areas
  - (3) Foreman in charge of utility activities

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

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

- (C) *Certified Installers* - Provide at least one onsite, Level I Certified Installer for each of the following erosion and sediment control / stormwater crew:
  - (1) Seeding and Mulching
  - (2) Temporary Seeding
  - (3) Temporary Mulching
  - (4) Sodding
  - (5) Silt fence or other perimeter erosion / sediment control device installations
  - (6) Erosion control blanket installation
  - (7) Hydraulic tackifier installation
  - (8) Turbidity curtain installation
  - (9) Rock ditch check / sediment dam installation
  - (10) Ditch liner / matting installation
  - (11) Inlet protection
  - (12) Riprap placement
  - (13) Stormwater BMP installations (such as but not limited to level spreaders, retention / detention devices)
  - (14) Pipe installations within jurisdictional areas

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

- (D) *Certified Designer* – Include the certification number of the Level III-B Certified Designer on the erosion and sediment control / stormwater component of all

reclamation plans and if applicable, the certification number of the Level III-A Certified Designer on the design of the project erosion and sediment control / stormwater plan.

### **Preconstruction Meeting**

Furnish the names of the *Certified Erosion and Sediment Control / Stormwater Supervisor, Certified Foremen, Certified Installers and Certified Designers* and notify the Engineer in writing of changes in certified personnel over the life of the contract within 2 days of change.

### **Ethical Responsibility**

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

### **Revocation or Suspension of Certification**

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

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

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

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

A certificant has the right to appeal any adverse action which results in suspension or permanent revocation of certification by responding, in writing, to the Chief Engineer within 10 calendar days after receiving notice of the proposed adverse action.

Chief Engineer - Operations  
1537 Mail Service Center  
Raleigh, NC 27699-1537

Failure to appeal within 10 calendar days will result in the proposed adverse action becoming effective on the date specified on the certified notice. Failure to appeal within the time specified will result in a waiver of all future appeal rights regarding the adverse action taken. The certificant will not be allowed to perform duties associated with the certification during the appeal process.

The Chief Engineer will hear the appeal and make a decision within 7 days of hearing the appeal. The decision of the Chief Engineer will be final and will be made in writing to the certificant.

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

### **Measurement and Payment**

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

### **PROCEDURE FOR MONITORING BORROW PIT DISCHARGE**

(2-20-07)

DB1 G181

Water discharge from borrow pit sites shall not cause surface waters to exceed 50 NTUs (nephelometric turbidity unit) in streams not designated as trout waters and 10 NTUs in streams, lakes or reservoirs designated as trout waters. For lakes and reservoirs not designated as trout waters, the turbidity shall not exceed 25 NTUs. If the turbidity exceeds these levels due to natural background conditions, the existing turbidity level shall not be increased.

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

- (A) Either cease discharge or modify the discharge volume or turbidity levels to bring the downstream turbidity levels into compliance, or
- (B) Evaluate the upstream conditions to determine if the exceedance of the standard is due to natural background conditions. If the background turbidity measurements exceed the standard, operation of the pit and discharge can continue as long as the stream turbidity levels are not increased due to the discharge.
- (C) Measure and record the turbidity test results (time, date and sampler) at all defined sampling locations 30 minutes after startup and at a minimum, one additional sampling of all sampling locations during that 24-hour period in which the borrow pit is discharging.

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

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

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

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

The Design-Build Team shall use the *NCDOT Turbidity Reduction Options for Borrow Pits Matrix*, available at <http://www.ncdot.org/doh/preconstruct/ps/contracts/letting.html> to plan, design, construct, and maintain BMPs to address water quality standards. Tier I Methods include stilling basins which are standard compensatory BMPs. Other Tier I methods are noncompensatory and shall be used when needed to meet the stream turbidity standards. Tier II Methods are also noncompensatory and are options that may be needed for protection of rare or unique resources or where special environmental conditions exist at the site which have led to additional requirements being placed in the DWQ's 401 Certifications and approval letters, Isolated Wetland Permits, Riparian Buffer Authorization or a DOT Reclamation Plan's Environmental Assessment for the specific site. Should the Design-Build Team exhaust all Tier I Methods on a site exclusive of rare or unique resources or special environmental conditions, Tier II Methods may be required by regulators on a case by case basis per supplemental agreement.

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

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

**BUILDING AND APPURTENANCE REMOVAL / DEMOLITION**

(04/03/07) (Rev. 12/04/07) (Rev. 4/12/10) (Rev. 4/25/11)

DB2 R12A

Unless otherwise as agreed upon by the Department, seal all wells and remove or demolish all buildings and appurtenances, in their entirety, that are located either partially or completely within the project's right of way limits or are located outside the project's right of way limits but within property purchased as an uneconomical remnant in accordance with Sections 205, 210 and 215 of the 2006 *Standard Specifications for Roads and Structures*.

The Department will perform all assessment, removal and disposal of asbestos. Once the Design-Build Team has acquired a parcel and all buildings and appurtenances have been vacated, the Design-Build Team shall immediately notify the Division Right of Way Agent in writing. Upon receipt of the written notification, the Department then requires 60 days to assess and remove any asbestos prior to the Design-Build Team demolishing any building or appurtenance.

**REINFORCED CONCRETE PIPE DESIGN**

(10-20-09)

DB3 R006

**Description**

This work consists of the design and manufacture of reinforced concrete pipes which require fills greater than 40 feet and less than or equal to 80 feet.

**Materials****(A) Design**

When the design of a reinforced concrete pipe is required on the plans developed by the Design-Build Team, design the reinforced concrete pipe in accordance with the current edition of the AASHTO LRFD Bridge Design Specifications. Provide the diameter of pipe as indicated on the plans developed by the Design-Build Team and manufacture the pipe in accordance with ASTM C 1417. Provide a reinforced concrete pipe that meets the requirements of Section 1032-9, Section 1077 and any other applicable parts of the 2006 *Standard Specifications for Roads and Structures*.

The design of the reinforced concrete pipe shall be the Design-Build Team's responsibility and is subject to review, comments and approval. Submit two sets of detailed plans for review and acceptance. Include all details in the plans, including the size and spacing of the required reinforcement necessary to fabricate the reinforced concrete pipe. Include checked design calculations for the reinforced concrete pipe. Have a North Carolina Registered Professional Engineer seal the plans and design calculations. After the plans are reviewed and, if necessary, all corrections made, submit one set of reproducible tracings on 22" \* 34" sheets to become part of the plans developed by the Design-Build Team.

**(B) Reinforced Concrete Pipe Sections****(1) Class**

Reinforced concrete pipe sections manufactured in accordance with this Special Provision are designated by inside pipe diameter and design earth cover.

**(2) Design Criteria**

The design of the reinforced concrete pipe shall be in accordance with Article 12.10.4.2 “Direct Design Method” of the current edition of the AASHTO LRFD Bridge Design Specifications. The following assumptions shall be used in the design calculations:

<b>NCDOT Criteria for Direct Design Method</b>
Process and Material Factors Radial Tension, $F_{rp}=1.0$ Shear Strength, $F_{vp}=1.0$
Design Concrete Strength - $f'_c$ $5,000 \text{ psi} < f'_c < 7,000 \text{ psi}$
Heger Pressure Distribution - Type 2 Installation Vertical Arching Factor = 1.40 Horizontal Arching Factor = 0.40
Soil Unit Weight = $120 \text{ lb} / \text{ft}^3$
Depth of Fluid = Inside Pipe Diameter
Minimum Concrete Cover = 1.00”
Crack Control = 0.90 (maximum)

**(C) Joints**

Produce the reinforced concrete pipe sections with spigot and bell ends. Design and form the ends of the pipe section so, when the sections are laid together, they make a continuous line of pipe with a smooth interior free of appreciable irregularities in the flow line, and compatible with the permissible variations given in the 2006 *Standard Specifications for Roads and Structures* and ASTM C 1417.

**(D) Manufacture**

In addition to the requirements of the 2006 *Standard Specifications for Roads and Structures* and ASTM C 1417, devices or holes are permitted in each pipe section for the purpose of handling and placement. Submit details of handling devices or holes for approval and do not cast any concrete until approval is granted. Remove all handling devices flush with concrete surfaces as directed. Fill holes in a neat and workmanlike manner with an approved non-metallic non-shrink grout, concrete or plug.

**CULVERT PIPE**

(01-19-10)

DB10R32

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 10-67, Article 1032-1, replace (A), (B), (C), (D), (E) and (F) with the following:**

- (A) Coated corrugated metal culvert pipe and pipe arches.
- (B) Coated corrugated metal end sections, coupling band and other accessories
- (C) Corrugated aluminum alloy structural plate pipe and pipe arches
- (D) Corrugated aluminum alloy end sections, coupling band and other accessories
- (E) Welded steel pipe

**Page 10-69, Subarticle 1032-3(A)(5) Coating Repair, replace with the following:**

Repair shall be in accordance with Section 1076-6 of the 2006 *Standard Specifications for Roads and Structures*.

**Subarticle 1032-3(A)(7) Aluminized Pipe, replace with the following:**

Aluminized pipe shall meet all requirements herein, except that the pipe and coupling bands shall be fabricated from aluminum coated steel sheet meeting the requirements of AASHTO M274.

**Page 10-71, Article 1032-4 Coated Culvert Pipe, replace (A), (1), (2), (3), (4), (B), (C), (D), (E), (F) and (G) with the following:**

(A) Coatings for Steel Culvert Pipe or Pipe Arch

The below coating requirements apply for steel culvert pipe, pipe arch, end sections, tees, elbows and eccentric reducers.

- (1) Steel Culvert Pipe shall have an aluminized coating, meeting the requirement of AASHTO M274.
- (2) When shown on the plans developed by the Design-Build Team, and as approved by the Engineer, a polymeric coating meeting the requirements of AASHTO M246 for Type B coating may be substituted for aluminized coating.

(B) Acceptance

Acceptance of coated steel culvert pipe, and its accessories, shall be based on, but not limited to, visual inspections, classification requirements, check samples taken from material delivered to the project, and conformance to the annual Brand Registration.

**Page 10-73, Article 1032-5, sixth paragraph, third sentence, remove the word "spelter"**

**Page 10-74, 1032-7 Vitrified Clay Culvert Pipe, delete section in its entirety.**

**Page 10-75, Article 1032-8 Welded Steel Pipe, change title to WELDED STEEL PIPE FOR DRAINAGE**

**Subarticle 1032-9(B) Plain Concrete Culvert Pipe, delete section in its entirety.**

**Page 10-77, Article 1032-10 Corrugated Polyethylene Culvert Pipe, change title to CORRUGATED POLYETHYLENE (HDPE) CULVERT PIPE**

**Add the following: Article 1032-11 Polyvinyl Chloride (PVC) Pipe**

Polyvinyl Chloride pipe shall conform to AASHTO M 304 or ASTM 949. When rubber gaskets are to be installed in the pipe joint, the gasket shall be the sole element relied on to maintain a tight joint. Test pipe joints at the plant hydrostatically using test methods in ASTM D 3212. Soil tight joints shall be watertight to 13.8 kPA. Watertight joints shall be watertight to 34.5 kPA unless a higher pressure rating is specified in the plans developed by the Design-Build Team.

## **DRAINAGE PIPE**

(3-16-10)

DB3 R36

### **Description**

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

### **Material**

<b>Item</b>	<b>Section</b>
Corrugated Aluminum Alloy Pipe	1032-2(A)
Aluminized Corrugated Steel Pipe	1032-3(A)(7)
Corrugated Polyethylene Pipe (HDPE)	1032-10
Reinforced Concrete Pipe – Class II or III	1032-9(C)
Polyvinyl-Chloride (PVC)	1032-11
Elbows	1032

Corrugated Steel Pipe requires an acceptable coating in accordance with Section 1032-4 of the 2006 *Standard Specifications for Roads and Structures*.

Only pipe with smooth inside walls shall be allowed for storm drain systems. Storm drain systems are defined as pipe under curb and gutter, expressway gutter, and shoulder berm gutter that connects drainage structures and is not open ended.



All pipe types are subject to the maximum and minimum fill height requirements as found on Roadway Standard Detail 300D01 - Sheet 3 of 3. The appropriate Reinforced Concrete Pipe class and the appropriate gage thickness for Corrugated Aluminum Alloy Pipe and Aluminized Corrugated Steel Pipe shall be selected based on fill height.

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

Allowable side drain pipe material is outlined in Article 310-4 of the Pipe Installation and Pipe Culverts Special Provision.

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

Transverse median drains, storm drainage system pipes, and open-ended cross drains shall be Reinforced Concrete Pipe unless the pipe slope is greater than 10%, in which case the pipe shall be either Corrugated Aluminum Alloy Pipe or Aluminized Corrugated Steel Pipe.

### **Construction Methods**

Pipe Culverts shall be installed in accordance with the plans developed by the Design-Build Team, this RFP and the 2006 *Standard Specifications for Roads and Structures*.

Where allowed by the plans developed by the Design-Build Team, use any of the several alternate pipes shown herein, but only one type of pipe shall be permitted between drainage structures or for the entire length of a cross line pipe.

### **PIPE INSTALLATION AND PIPE CULVERTS**

(1-18-11)

DB3R40

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

Replace Section 300 and Section 310 with the following:

### **SECTION 300 PIPE INSTALLATION**

#### **300-1 DESCRIPTION**

Excavate, undercut, provide material, condition foundation, lay pipe, joint and couple pipe sections, and furnish and place all backfill material as necessary to install the various types of pipe culverts and fittings required to complete the project.

Install pipe in accordance with the detail in the plans developed by the Design-Build Team.

Do not waste excavation unless permitted. Use suitable excavated material as backfill; or in the formation of embankments, subgrades, and shoulders; or as otherwise directed. Furnish disposal areas for the unsuitable material. The Engineer will identify excavated materials that are unsuitable.

Where traffic is to be maintained, install pipe in sections so that half the width of the roadway is available to traffic.

### **300-2 MATERIALS**

Refer to Division 10:

<b>Item</b>	<b>Section</b>
Flowable Fill	1000
Select Materials	1016
Joint Materials	1032-9(G)
Engineering Fabric	1056-1

Provide foundation conditioning material meeting the requirements of Article 1016-3 for Class V or VI Select Material as shown on the plans developed by the Design-Build Team.

Provide bedding material meeting the requirements of Article 1016-3 for Class II (Type 1 only) or Class III Select Material as shown on the plans developed by the Design-Build Team.

Provide backfill material meeting the requirements of Article 1016-3 for Class II (Type 1 for Flexible Pipe) or Class III Select Material as shown on the plans developed by the Design-Build Team.

Provide filter fabric meeting the requirements of Article 1056-2 for any type of engineering fabric.

Provide foundation conditioning fabric meeting the requirements of Article 1056-2 for Type 2 Engineering Fabric.

### **300-3 UNLOADING AND HANDLING**

Unload and handle pipe with reasonable care. Do not roll or drag metal pipe or plates over gravel or rock during handling. Take necessary precautions to ensure the method used in lifting or placing the pipe does not induce stress fatigue in the pipe. Use a lifting device that uniformly distributes the weight of the pipe along its axis or circumference. Repair minor damage to pipe when permitted. Remove pipe from the project that is severely damaged or is rejected as being unfit for use. Undamaged portions of a joint or section may be used where partial lengths are required.

**300-4 PREPARATION OF PIPE FOUNDATION**

Prepare the pipe foundation in accordance with the applicable method as shown on the plans developed by the Design-Build Team, true to line and grade, and uniformly firm.

Camber invert grade an amount sufficient to prevent the development of sag or back slope in the flow line. The Design-Build Team shall determine the amount of camber required and submit to the Engineer for approval.

Where material is found to be of poor supporting value or of rock and when the Engineer cannot make adjustment in the location of the pipe, undercut existing foundation material within the limits established on the plans developed by the Design-Build Team. Backfill the undercut with foundation conditioning material. Encapsulate the foundation conditioning material with foundation conditioning fabric prior to placing bedding material. Overlap all transverse and longitudinal joints in the fabric at least 18 inches.

Maintain the pipe foundation in a dry condition.

**300-5 INVERT ELEVATIONS**

No adjustment in contract time or compensation shall be granted for pipe field adjustments.

**300 -6 LAYING PIPE**

The Department reserves the right to perform forensic testing on any installed pipe.

**(A) Rigid Pipe**

Concrete and welded steel pipe shall be considered rigid pipe. Lay pipe on prepared foundation, bell or groove end upgrade with the spigot or tongue fully inserted. Check each joint for alignment and grade as the work proceeds.

Use flexible plastic joint material except when material of another type is specified on the plans developed by the Design-Build Team. Joint material of another type may be used when permitted.

Repair lift holes in concrete pipe, if present. Thoroughly clean and soak the lift hole and completely fill the void with an approved non-shrink gout. Submit alternate details for repairing lift holes to the engineer for review and approval.

For all pipes 42 inches in diameter and larger, wrap filter fabric around all pipe. Extend fabric at least 12 inches beyond each side of the joint. Secure fabric against the outside of the pipe by methods approved by the Engineer.

**(B) Flexible Pipe (Except Structural Plate Pipe)**

Corrugated steel, corrugated aluminum, corrugated polyethylene (HDPE), and polyvinylchloride (PVC) pipe shall be considered flexible pipe. Place flexible pipe carefully on the prepared foundation starting at the downstream end with the inside circumferential laps pointing downstream and with the longitudinal laps at the side or quarter points.

Handle coated corrugated steel pipe with special care to avoid damage to coatings.

Join pipe sections with coupling band, fully bolted and properly sealed. Provide coupling bands for annular and helical corrugated metal pipe with circumferential and longitudinal strength sufficient to preserve the alignment, prevent separation of the sections, and prevent backfill infiltration. Match-mark all pipe 60 inches or larger in diameter at the plant for proper installation on the project.

At locations indicated on the plans developed by the Design-Build Team, corrugated steel pipe sections shall be jointed together with rod and lug coupling bands, fully bolted. Sleeve gaskets shall be used in conjunction with rod and lug couplings and the joints properly sealed. Coupling bands shall provide circumferential and longitudinal strength sufficient to preserve the alignment, prevent separation of the sections and prevent infiltration of backfill material.

**300-7 BEDDING AND BACKFILLING**

Loosely place bedding material, in a uniform layer, a depth equal to the inside diameter of the pipe divided by six or six inches, whichever is greater. Leave bedding material directly beneath the pipe uncompacted and allow pipe seating and backfill to accomplish compaction. Excavate recesses to receive the bells where bells and spigot type pipe is used.

Place fill around the pipe in accordance with the applicable method shown on the plans developed by the Design-Build Team in layers not to exceed 6 inches loose unless otherwise permitted. Compact to the density required by Subarticle 235-4(C). Approval of the backfill material is required prior to its use. Use select material as shown on the plans developed by the Design-Build Team.

Take care during backfill and compaction operations to maintain alignment and prevent damage to the joints. Keep backfill free from stones, frozen lumps, chunks of highly plastic clay, or other objectionable material.

Grade and maintain all pipe backfill areas in such a condition that erosion or saturation will not damage the pipe foundation or backfill.

Excavatable flowable fill may be used for backfill when approved by the Engineer. When using excavatable flowable fill, ensure that the pipe is not displaced and does not float during backfill.

Submit methods for supporting the pipe and material placement to the Engineer for review and approval.

Do not operate heavy equipment over any pipe until it has been properly backfilled with a minimum three feet of cover. Place, maintain, and finally remove the required cover that is above the proposed finished grade at no cost to the Department. Remove and replace, at no cost to the Department, pipe that becomes misaligned, shows excessive settlement, or has been otherwise damaged by the Design Build Team's operations.

### **300-8 INSPECTION AND MAINTENANCE**

Prior to final acceptance, the Engineer will perform random video camera and or mandrel inspections to ensure proper jointing and that deformations do not exceed allowable limits. Replace pipes having cracks greater than 0.1 inches or deflections greater than 7.5 percent. Repair or replace pipes with cracks greater than 0.01 inches, exhibiting displacement across a crack, exhibiting bulges, creases, tears, spalls, or delamination. Maintain all pipe installations in a condition such that they shall function continuously from the time the pipe is installed until the project is accepted.

### **300-9 MEASUREMENT AND PAYMENT**

No separate payment will be made for any costs incurred for compliance with this Special Provision. All material and labor, including but not limited to foundation conditioning material, foundation conditioning fabric, select bedding and backfill material, pavement repair, and removal and disposal of existing pavement shall be included in the lump sum price bid for the entire project.

## **SECTION 310 PIPE CULVERTS**

### **310-1 DESCRIPTION**

Furnish and install drainage pipe at locations and size called for in the plans developed by the Design-Build Team. The work includes construction of joints and connections to other pipes, endwalls and drainage structures.

### **310-2 MATERIALS**

Refer to Division 10:

<b>Item</b>	<b>Section</b>
Plain Concrete Pipe Culvert	1032-9(B)
Reinforced Concrete Pipe Culvert	1032-9(C)
Precast Concrete Pipe End Sections	1032-9(D)
Concrete Pipe Tees and Elbows	1032-9(E)

Corrugated Aluminum Alloy Pipe Culvert	1032-2(A)
Corrugated Aluminum Alloy Pipe Tees and Elbows	1032-2(B)
Corrugated Steel Culvert Pipe and Pipe Arch	1032-3(A)
Prefabricated Corrugated Steel Pipe End Sections	1032-3(B)
Corrugated Steel Pipe Tees and Elbows	1032-3(C)
Corrugated Steel Eccentric Reducers	1032-3(D)
HDPE Smooth Lined Corrugated Plastic Pipe	1032-10
Polyvinylchloride (PVC) Pipe	1032-11

Suppliers that provide metal pipe culverts, fittings and all other accessories covered by this section shall meet the requirements of the Department's Brand Certification program for metal pipe culverts, and be listed on the Department's pre-approved list for suppliers of metal pipe culvert.

### **310-3 PIPE INSTALLATION**

Install pipe, pipe tees and elbows in accordance with Section 300 above.

### **310-4 SIDE DRAIN PIPE**

Side drain pipe shall be defined as storm drain pipe running parallel to the roadway, to include pipe in medians, outside ditches, driveways, and under shoulder berm gutter along outside shoulders greater than four feet wide.

Where shown in the plans developed by the Design-Build Team, side drain pipe may be class II reinforced concrete pipe, aluminized corrugated steel pipe, corrugated aluminum alloy pipe, HDPE pipe or PVC pipe. Corrugated steel pipe shall be restricted in the counties listed in Article 310-2 above. Install side drain pipe in accordance with Section 300 above. Cover for side drain pipe shall be at least one foot.

### **310-5 PIPE END SECTIONS**

Choose which material to use for the required end sections. Both corrugated steel and concrete pipe end sections will be allowed on concrete pipe, corrugated steel pipe and HDPE smooth lined corrugated plastic pipe.

### **310-6 MEASUREMENT AND PAYMENT**

No separate payment will be made for items covered by this Special Provision. All material and labor, including but not limited to linear feet of pipe, select bedding, backfill material, pipe end sections, tees, elbows and eccentric reducers, shall be included in the lump sum price bid for the entire project.

**PRICE ADJUSTMENTS FOR ASPHALT BINDER**

(7-21-09)

DB6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the 2006 *Standard Specifications for Roads and Structures*.

When it is determined that the monthly selling price of asphalt binder on the first business day of the calendar month during which the last day of the partial payment period occurs varies either upward or downward from the Base Price Index, the partial payment for that period will be adjusted. The partial payment will be adjusted by adding the difference (+ or -) of the base price index subtracted from the monthly selling price multiplied by the total theoretical quantity of asphalt binder authorized for use in the plant mix placed during the partial payment period involved.

The base price index for asphalt binder for plant mix is **\$581.07 per ton**.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **September 1, 2011**.

**PRICE ADJUSTMENTS - ASPHALT CONCRETE PLANT MIX**

(04-03-07)

DB6 R26

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 6-27, Article 609-8 and Page 6-49, Article 610-13**

Add the following paragraph before the first paragraph:

The "Asphalt Price" used to calculate any price adjustments set forth in this section shall be \$35 per theoretical ton. This price shall apply for all mix types.

**FIELD OFFICE**

(6-1-07)

DB 08-01

**Description**

This work consists of furnishing, erecting, equipping, and maintaining a field office for the exclusive use of Department Engineers and Inspectors at a location on the project approved by the Engineer. Provide a field office that complies with the current A.D.A. Design and Accessibility Standards, the National Electric Code, local, state, and federal regulations, and the following:

**Procedures**

The field office and equipment shall remain the property of the Design-Build Team upon completion of the contract. The field office must be separated from buildings and trailers used by the Design-Build Team and be erected and functional when any construction begins on the project, excluding utility relocation. Failure to have the field office functional when work first

begins on the project will result in withholding payment of the Design-Build Team's monthly progress estimate. The field office must be operational throughout the duration of the project and be removed upon completion and final acceptance of the project.

Provide a field office that is weatherproof, tightly floored and roofed, constructed with an air space above the ceiling for ventilation, supported above the ground, has a width of at least 10 feet, and the floor-to-ceiling height that is at least 7 feet 6 inches. Provide inside walls and a ceiling that are constructed of plywood, masonite, gypsum board, or other suitable materials. Have the exterior walls, ceiling, and floor insulated.

Provide a field office with a minimum floor space of 1200 square feet and that is equipped with the following:

<u>Number</u>	<u>Item</u>
1	Double-pedestal desk (approximately 60 by 34 inches, at least 2,000 square inches)
1	Plan and drafting table (approximately 30 by 96 inches) with adjustable stool
1	Computer table having a minimum size of 48 by 30 by 29 inches
1	Plan rack for 24 by 36 inch drawings with 6 plan clamps
1	Printing calculator
2	2-drawer fire protection file, 15 inch drawer width, minimum UL rating of Class 350
6	Office chairs with a minimum of two having casters
2	Wastebaskets
1	Pencil sharpener
1	Copy machine (8 inch x 11 inch copies)
1	Telephone
1	Fax Machine
1	Answering machine
1	Refrigerator with a minimum size of 3.0 cubic feet

### **Windows and Doors**

Provide a field office with at least three windows, with blinds, each having an area of at least 540 square inches, capable of being easily opened and secured from the inside and having at least two exterior passage doors. Provide doors at least 30 inches in width and 78 inches in height. Provide screens for windows and doors. Equip exterior passage door(s) with lock(s), and furnish at least two keys to the Engineer or inspector.

### **Steps**

Provide accessibility in compliance with the current A. D. A. Design and Accessibility Standards, and the State Building Code and maintain them free from obstructions.



**Storage Facility For Nuclear Gage**

Furnish the field office with an outside storage facility for the Department's nuclear gage. The storage facility shall not be located within 10 feet of any other structure including the field office and have a tamper resistant key operated lock.

**Lighting, Heating, and Air Conditioning**

The field office must have satisfactory lighting, electrical outlets, heating equipment, an exhaust fan, and an air conditioner connected to an operational power source. Provide at least one of the light fixtures that is a fluorescent light situated over the plan and drafting table. Furnish electrical current and fuel for heating equipment.

**Fire Extinguishers**

Furnish and maintain one fire extinguisher for each required exterior passage door. Fire extinguisher(s) may be chemical or dry powder. UL Classification 10-B:C (minimum), suitable for Type A:B:C: fires. Mount and maintain fire extinguisher(s) in accordance with OSHA Safety and Health Standards.

**Toilets**

Provide a toilet conforming to the requirements of the state and local boards of health or other bodies or courts having jurisdiction in the area. When separate facilities for men and women are not available, place a sign with the words "Rest Room" (with letters at least 1 inch in height) over the doorway, and provide an adequate positive locking system on the inside of the doorway. Maintain responsibility for the water and sewer connections or the installation and connection of a water well and septic tank and drain field. These facilities must conform to all local and state permits.

**Utilities**

Except for telephone service, make arrangement for necessary utility connections, maintain utilities, pay utility service fees and bills, and make arrangements for final disconnection of utilities. Furnish a telephone in each field office and permit the work necessary to install it. Installation and service fees for the telephone will be paid for by the Department.

**Storage Facility for Test Equipment**

Provide the field office with a storage facility, separate from the office for storage of test equipment, other than the nuclear gage. Provide a facility that has a minimum floor space of 64 square feet, is weatherproof, tightly floored and roofed, and has a tamper resistant key operated lock.

**Miscellaneous Items**

The field office must also include the following:

1. A certification that the office is free of asbestos and other hazardous materials.
2. A broom, dust pan, mop and bucket, and general cleaning supplies.
3. Provide and maintain an all weather parking area for six vehicles, including graveled access to the paved surface.

**OVERHEAD SIGN SUPPORTS**

(5-05-10)

DB11 R012

**Description**

Design, fabricate, furnish and erect various types of overhead sign assemblies. The types of overhead sign assemblies included in this specification are span structures, cantilever structures and sign structures attached to bridges.

**Materials**

Structural Steel.....	Section 1072
Overhead Structures.....	Section 1096
Signing Materials.....	Section 1092
Organic Zinc Repair Paint .....	Article 1080-9
Reinforcing Steel .....	Section 1070

**Construction Methods**

**A. General**

Fabricate overhead sign assemblies in accordance with the details shown in the approved working drawings and the requirements of these specifications.

No welding, cutting or drilling in any manner shall be permitted in the field, unless prior approval by the Engineer is obtained.

Drill bolt holes and slots to finished size. Holes may also be punched to finished size, provided the diameter of the punched holes is at least twice the thickness of the metal being punched. Flame cutting of bolt holes and slots shall not be permitted.

Erect sign panels in accordance with the requirements for Type A or B signs as indicated in the plans or Roadway Standard Drawings. Field drill two holes per connection in the Z bars for attaching signs to overhead structures. Use two bolts at each connection.

Use two coats of a zinc-rich paint to touch up minor scars on all galvanized materials.

**B. Shop Drawings**

Design the overhead sign supports, including foundations, prior to fabrication. Submit computations and working drawings of the designs to the Engineer for review and acceptance.

Have a professional engineer registered in the State of North Carolina perform the computations and render a set of sealed, signed and dated drawings detailing the construction of each structure.

Submit to the Engineer for review and acceptance complete design and fabrication details for each overhead sign assembly, including foundations and brackets for supporting the signs and maintenance walkways. Base design upon the revised structure line drawings, wind load area and the wind speed shown in the plans, and in accordance with the *Standard Specifications for Structural Structures for Highway Signs, Luminaires and Traffic Signals*.

Submit thirteen (13) copies of completely detailed working drawings and one (1) copy of the design computations including all design assumptions for each overhead sign assembly to the Engineer for approval prior to fabrication. Working drawings shall include complete design and fabrication details (including foundations); provisions for attaching signs, maintenance walkways (when applicable), applicable material specifications, and any other information necessary for procuring and replacing any part of the complete overhead sign assembly.

Allow 15 days for initial working drawing review after the Engineer receives them. If revisions to working drawings are required, an additional 15 days shall be required for review and approval of the final working drawings.

Approval of working drawings by the Engineer shall not relieve the Design-Build Team of responsibility for the correctness of the drawings, or for the fit of all shop and field connections and anchors.

**C. Design and Fabrication**

The following criteria governs the design of overhead sign assemblies:

Design shall be in accordance with the *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, 4<sup>th</sup> Edition, 2001*, and the latest Interim Specifications.

Within this Specification, there are several design criteria that are owner specified. They include:

- The wind pressure map that is developed from the 3-second gust speeds, as provided in Article 3.8, shall be used.

- Overhead cantilever sign structures shall include galloping loads (exclude four-chord horizontal trusses), truck-induced gust loading and natural wind gust loading in the fatigue design, as provided for in Article 11.7.1, 11.7.4 and 11.7.3 respectively.
- The natural wind gust speed in North Carolina shall be assumed to be 11.6 mph for inland areas.
- The fatigue importance category used in the design, for each type of structure, as provided for in Article 11.6, Fatigue Importance Factors, shall be Category II unless otherwise shown on the contract plans.

The following Specification interpretations or criteria shall be used in the design of overhead sign assemblies:

- For design of supporting upright posts or columns, the effective length factor for columns “K”, as provided for in Appendix B, Section B.5, shall be taken as the following, unless otherwise approved by the Engineer:
  - Case 1 For a single upright post of cantilever or span type overhead sign structure, the effective column length factor, “K”, shall be taken as 2.0.
  - Case 2 For twin post truss-type upright post with the post connected to one chord of a horizontal truss, the effective column length factor for that column shall be taken as 2.0.
  - Case 3 For twin post truss-type upright post with the post connected to two truss chords of a horizontal tri-chord or box truss, the effective column length factor for that column shall be taken as 1.65
- For twin post truss-type upright post, the unbraced length shall be from the chord to post connection to the top of base plate.
- For twin post truss-type upright post, that is subject to axial compression, bending moment, shear, and torsion the post shall satisfy *Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals* Equations 5-17, 5-18 and 5-19. To reduce the effects of secondary bending, in lieu of Equation 5-18, the following equation may be used:

$$\frac{f_a}{F_a} + \frac{f_b}{\left(1 - \frac{0.6f_a}{F_e}\right)F_b} + \left(\frac{f_v}{F_v}\right)^2 \leq 1.0$$

Where  $f_a$  = Computed axial compression stress at base of post

- The base plate thickness for all uprights and poles shall be a minimum of 2” but not less than that determined by the following criteria and design.

Case 1      Circular or rectangular solid base plates with the upright pole welded to the top surface of base plate with full penetration butt weld, and where no stiffeners are provided. A base plate with a small center hole, which is less than 1/5 of the upright diameter, and located concentrically with the upright pole, may be considered as a solid base plate.

The magnitude of bending moment in the base plate, induced by the anchoring force of each anchor bolt shall be,  $M = (P \times D_1) / 2$ .

Case 2      Circular or rectangular base plate with the upright pole socketed into and attached to the base plate with two lines of fillet weld, and where no stiffeners are provided, or any base plate with a center hole that is larger in diameter than 1/5 of the upright diameter

The magnitude of bending moment induced by the anchoring force of each anchor bolt shall be  $M = P \times D_2$ .

- M -      bending moment at the critical section of the base plate induced by one anchor bolt
- P -      anchoring force of each anchor bolt
- D<sub>1</sub> -    horizontal distance between the center of the anchor bolt and the outer face of the upright, or the difference between the radius of the bolt circle and the outside radius of the upright
- D<sub>2</sub> -    horizontal distance between the face of the upright and the face of the anchor bolt nut

- The critical section shall be located at the face of the anchor bolt and perpendicular to the radius of the bolt circle. The overlapped part of two adjacent critical sections shall be considered ineffective.
- The thickness of base plate of Case 1 shall not be less than that calculated based on formula for Case 2.
- Uprights, foundations, and trusses that support overhead signs shall be designed in accordance with the Overhead Sign Foundation Project Special Provision found elsewhere in this RFP for the effects of torsion. Torsion shall be considered from dead load eccentricity of these attachments, as well as for attachments such as walkways, supporting brackets, lights, etc., that add to the torsion in the assembly. Truss vertical and horizontal truss diagonals in particular and any other assembly members shall be appropriately sized for these loads.

- Uprights, foundations, and trusses that support overhead mounted signs shall be designed for the proposed sign wind area and future wind areas. The design shall consider the effect of torsion induced by the eccentric force location of the center of wind force above (or below) the center of the supporting truss. Truss vertical and horizontal truss diagonals in particular and any other assembly members shall be appropriately sized for these loads.

Fabricate all overhead sign assemblies, including but not limited to foundations, in accordance with the details shown on the approved shop drawings and with the requirements of these Specifications.

Fabricate the span and cantilever supporting structures using tubular members of either aluminum or steel, using only one type of material throughout the project. Sign support structures that are to be attached to bridges shall be fabricated using other structural shapes.

Horizontal components of the supporting structures for overhead signs may be of a truss design or a design using singular (monotube) horizontal members to support the sign panels. Provide permanent camber in addition to dead load camber in accordance with the *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*. Indicate on the shop drawings the amount of camber provided and the method employed in the fabrication of the support to obtain the camber.

Use cantilever sign structures that meet the following design criteria:

- a. Do not exceed an  $L / 150$  vertical dead load deflection at the end of the arm due to distortions in the arm and vertical support, where  $L$  is the length of the arm from the center of the vertical support to the outer edge of the sign.
- b. Do not exceed an  $L / 40$  horizontal deflection at the end of the arm due to distortions in the arm and vertical support, as a result of design wind load.

Attach the overhead sign assemblies to concrete foundations by the use of galvanized anchor bolts with galvanized nuts, flat washers, and lock washers. For cantilever structure use a minimum of eight anchor bolts. Provide anchor bolts that have an anchor plate with nut at the end to be embedded in concrete.

Fabricate attachment assemblies for mounting signs in a manner that allows easy removal of sign panels for repair. Provide adequate supporting frames for mounting the lighting luminaires in the positions shown in the plans or approved shop drawings for all overhead sign assemblies to be illuminated.

### **Anchor Rod Assembly**

Attach the overhead sign structure to concrete foundations by the use of straight galvanized anchor bolts with galvanized heavy hex nuts and flat washers. The rods and nuts shall be galvanized in accordance with AASHTO M232. The washers shall be galvanized in accordance with AASHTO M298 Class C. For cantilever structures, use a minimum of eight anchor rods. Provide anchor rods that have an anchor plate with nut at the end to be embedded in concrete.

Ensure material used in steel anchor rods conforms to AASHTO M 314 or ASTM F1554, and the specified yield strength does not exceed 55,000 psi. Compute the required projection of the anchor rod above the foundation top. Compute the total projection based on the following:

- Provide between 3 and 5 threads of anchor rod projection above the top nut after tightening is complete. Avoid any additional projection, or a normal depth socket torque wrench shall not be used on top nuts.
- Include the sum of the thickness of top nut, top nut flat washer or top nut beveled washers, base plate, leveling nut flat washer or leveling nut beveled washers, leveling nut.
- Set the maximum distance between the bottom of the leveling nut and the foundation top to one nut height to avoid excessive bending stresses in the anchor rod under service conditions.
- Do not use lock washers.

### **Anchor Rod Nut Tightening Requirements**

#### **Prior to installation:**

1. Protect the anchor rod threads from damage prior to and during installation.
2. Prior to installation of the rods in the foundation, turn nuts onto and off the rods, well past the elevation of the bottom of the leveling nuts. Turn by the effort of one worker using an ordinary wrench without a cheater bar. Report to the Engineer thread damage requiring unusually large effort.

#### **During installation:**

1. Place leveling nuts (bottom nuts) on the anchor rod.
2. Place leveling nut washers on top of the anchor rod leveling nuts.
3. Place a rigid template on top of the leveling nuts to check the level of the nuts. If the anchor nut and washer cannot be brought into firm contact with the template, then beveled washers shall be used.
4. Verify that the distance between the bottom of the leveling nut and the top of the concrete foundation is no more than one anchor rod diameter. If an upright is required to be back-raked, then the distance between the bottom of the leveling nut

- and the top of the concrete foundation shall be no more than one anchor rod diameter, averaged over the anchor rod group.
5. Place the base plate and structural element to which it is attached. However, do not attach to the upright element, during tightening of the anchor nuts, cantilever beams or arms with span in excess of 10 feet. Luminaire arms and fixtures may be attached prior to standing the pole on the foundation.
  6. Place top nut washers.
  7. Do not use lock washers.
  8. Lubricate threads and bearing surfaces of top nuts. Lubricant shall be beeswax, stick paraffin, or other lubricant approved by the Engineer.
  9. Place top nuts. If the anchor nut and washer cannot be brought into firm contact with the base plate, then beveled washers shall be used.
  10. Tighten top nuts to snug-tight. A snug-tight condition is defined as the washer and nut being in full contact with the base plate, and the application of the full effort of a workman on a 12-inch wrench. Turn top nuts in increments following a star pattern (using at least two full tightening cycles).
  11. To ensure proper pretensioning, after all top nuts have been brought to snug-tight condition, repeat the procedure on the leveling nuts. Turn leveling nuts in increments following a star pattern (using at least two full tightening cycles).
  12. At this point, verify if beveled washers are required. Beveled washers shall be required under the leveling nut or top nut if any face of the base plate has a slope greater than 1:20 and / or any nut can not be brought into firm contact with the base plate.
  13. Before further nut turning, mark the reference position of the nut in the snug-tight condition with a suitable marking (ink or paint that is not water-soluble). Mark on the corner at the intersection of two flats with a corresponding reference mark on the base plate at each nut. After tightening, verify the nut rotation.
  14. Achieve pretensioning by turn-of-nut method. Turn the top nuts to 1/6 of a turn. Do so in a star pattern using at least two full-tightening cycles.
  15. After installation, ensure that firm contact exists between the anchor rod nuts, washers, and base plate on any anchor rod installed.
  16. For overhead sign assemblies: The span type truss or the cantilever truss may be placed on the uprights or attached to the upright at this time. For signal support structures: The span wires or mast arms may be attached to the upright at this time.



17. After a period of no less than 4 days, and no more than 2 weeks, and in the presence of the Engineer, use a torque wrench to verify that a torque at least equal to 600 foot-pounds is provided on each top nut. For cantilever structures, verify the torque after erection of the remainder of the structure and any heavy attachments to the structure.
18. If any top nut torque reveals less than 600 foot-pounds of effort is required to move the nut, then tighten the nut to no less than 600 foot-pounds.
19. The Design-Build Team shall calibrate the torque indicator, and obtain corresponding certification, for all torque wrenches used for anchor nut tightening. The calibration and certification shall have occurred no more than 12 months prior to use of the torque wrench. Torque wrenches that were calibrated and certified more than twelve months prior to anchor nut tightening shall be re-calibrated and re-certified prior to use. Provide the Engineer a certification of such calibration.
20. Because inspection or re-tightening of the leveling nuts would be prevented, and to reduce moisture retention and associated corrosion, grout shall not be allowed under the base plate.

## **OVERHEAD SIGN FOUNDATIONS**

(5-14-09)

DB11 R013

### **Description**

The work covered by this project special provision consists of the design and construction of overhead sign foundations in accordance with the submitted approved plans and this provision. Design and construct either spread footing type foundations and / or drilled pier type foundations for each overhead sign unless otherwise directed by the Engineer.

### **Materials**

Portland Cement Concrete Production and Delivery.....Section 1000  
 Reinforcing Steel .....Section 1070  
 Anchor Bolts .....Article 1072-6  
 Structural Steel and Overhead Sign Structures .....Section 1072 and 1096

### **Construction Methods**

#### **A) General**

A North Carolina Licensed Professional Engineer shall seal all design calculations, drawings and recommendations. Design foundations for the effects of dead, wind and ice loads in accordance with the wind zone load shown on the plans and Section 3 of the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals* (including interims). Use either spread footing or drilled pier foundations. In some instances, conflicts with drainage structures may dictate a certain

type of foundation. Spread footings or dual drilled pier foundations shall be required for full span overhead signs (no single drilled pier foundations). When designing dual drilled pier foundations, a rectangular grade beam with a moment of inertia approximately equal to either of the drilled piers shall be required to connect the pier tops.

Provide reinforced concrete design in accordance with either Section 13.7.2 or 13.6.2 (whichever is applicable), allowable stress design method, of the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals* (including interims).

Consider sloping ground in the design, if applicable. Do not exceed an allowable bearing pressure of 3 ksf for spread footings. For drilled pier foundations, do not exceed an allowable lateral soil pressure of 4 ksf for AASHTO Group II Loading. Use the following default soil parameters and groundwater elevation for foundation design in the absence of a site-specific subsurface investigation in accordance with this project special provision.

Total Unit Weight = 120 pcf

Friction Angle = 30 degrees

Cohesion = 0 psf

Assume the groundwater elevation is at a depth of 7 feet below the ground surface. If the groundwater is encountered at a depth shallower than 7 feet, the overhead sign foundation shall be redesigned based upon the actual field conditions. The default soil parameters and allowable pressures shall not apply to very soft or loose soil, muck (generally, SPT blow counts per foot less than 4), weathered rock or hard rock (generally, SPT refusal). If soft or loose soil, muck, weathered rock or hard rock conditions are present, a site-specific subsurface investigation and foundation design shall be required in accordance with this project special provision.

Design spread footings in accordance with Sections 4.4.1 through 4.4.10, allowable stress design method, of the *AASHTO Standard Specifications for Highway Bridges* (including interims). Restrict uplift due to the eccentricity of the loading to one corner of the footing and the tension area shall not exceed 25% of the total bearing area of the spread footing.

Design drilled piers in accordance with Sections 4.6.1 through 4.6.5, allowable stress design method, of the *AASHTO Standard Specifications for Highway Bridges* (including interims). If drilled piers are designed for skin friction only, increase the required length of each drilled pier a minimum of 6 inches to allow for sediment. If drilled piers are designed for end bearing, no additional length is required; however, the drilled piers shall be subject to the cleanliness requirements in Bottom Cleanliness under "Drilled Pier Construction:" below. Clearly state on the plans whether end bearing was accounted for in the foundation design.

Calculate expected vertical, lateral and torsional movements for single drilled pier foundations. Provide drilled pier foundations that result in a horizontal lateral movement of less than 1 inch at the top of the pier and a horizontal rotational movement of less than 1 inch at the edge of the pier. Also, use a factor of safety of 2.0 for lateral and torsion failure. Preliminary design methods described in Section 13.6.1.1 of the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals* (including interims) shall be used to incorporate a factor of safety in foundation design for lateral failure. Wings shall be required to increase torsion resistance for cantilever signs supported by a single drilled pier.

If a site-specific subsurface investigation is performed, use only an NCDOT Highway Design Branch Pre-Qualified Geotechnical Engineering Firm to provide a site specific foundation design.

## **B) Subsurface Investigation**

The Design-Build Team may elect to conduct a site specific subsurface investigation at each proposed overhead sign foundation location in lieu of using the default soil parameters and allowable pressures referenced above. In this case, and subject to the requirements below, perform a boring at each overhead sign foundation location and provide boring data on an NCDOT Standard Boring Log form. Download this form from the NCDOT site at

<http://www.ncdot.org/doh/preconstruct/highway/geotech/contractserv/investigation/Downloads/>

A licensed geologist or a professional engineer registered in the State of North Carolina and employed by an NCDOT Highway Design Branch pre-qualified Geotechnical Engineering Firm shall seal each boring log. Use only an NCDOT Highway Design Branch pre-qualified Geotechnical Engineering Firm to conduct the subsurface investigation. Perform the investigation only after rough grade (within 3 feet of final grade) is achieved. Locate each boring within 3 feet of the center of the overhead sign foundation. Drill the boring to a minimum depth of 10 feet below the required spread footing bearing or drilled pier tip elevation, whichever is deeper. Conduct Standard Penetrating Tests at 1 foot, 2.5 feet, 5 feet, 7.5 feet, 10 feet and every 5 feet after 10 feet below the rough grade in accordance with ASTM D-1586. A boring may be terminated above the minimum depth required (10 feet below the foundation elevation) if one of the following conditions occur: (a) a total of 100 blows have been applied in any 2 consecutive 6-inch intervals; (b) a total of 50 blows have been applied with less than 3 inches of penetration.

## **C) Foundation Construction**

Excavate footings for overhead sign structures in accordance with the applicable provisions of Section 410 of the 2006 *Standard Specifications for Roads and Structures*. Construct footings for overhead sign structures in accordance with Section 825 of the

2006 *Standard Specifications for Roads and Structures*. Construct all footings with Class A concrete. Where rectangular forms are used, use forms that have a chamfer strip at all corners for at least that distance protruding above finished ground. Use chamfers, which measure one-inch along the diagonal face.

Securely brace anchor bolts positioned in the form and hold in proper position and alignment. Provide a rubbed finish on concrete surfaces to be exposed above finished ground in accordance with Section 825-6 (D) of the 2006 *Standard Specifications for Roads and Structures*. Do not erect overhead sign structures on foundations until the concrete has reached a minimum compressive strength of 3000 psi. Determine concrete compressive strength by nondestructive test methods or compressive strength tests made in accordance with AASHTO T22 and T23. Furnish equipment used for nondestructive tests and obtain Engineer's approval prior to performing the tests.

## **D) Drilled Pier Construction**

### **Excavation**

Perform excavations for drilled piers to the required dimensions and lengths including all miscellaneous grading and excavation necessary to install the drilled pier. Depending on the subsurface conditions encountered excavation in hard rock, weathered rock or removal of boulders and debris may be required.

Dispose of drilling spoils as directed by the Engineer and in accordance with Section 802 of the 2006 *Standard Specifications for Roads and Structures*. Drilling spoils consist of all material excavated including water or slurry removed from the excavation either by pumping or with augers.

Construct drilled piers within the tolerances specified herein. If tolerances are exceeded, provide additional construction as approved by the Engineer to bring the piers within the tolerances specified. Construct drilled piers such that the axis at the top of the piers is no more than 3 inches in any direction from the specified position. Build drilled piers within 1% of the plumb deviation for the total length of the piers. When a grade beam is not required at the top of a pier, locate the top of pier elevation between 18 inches above and 6 inches above the finished grade elevation. Form the top of the pier such that the concrete is smooth and level.

If unstable, caving or sloughing soils are anticipated or encountered, stabilize drilled pier excavations with steel casing and / or polymer slurry. Steel casing may be either the sectional type or one continuous corrugated or non-corrugated piece. All steel casings shall consist of clean watertight steel of ample strength to withstand handling and driving stresses and the pressures imposed by concrete, earth or backfill. Use steel casings with an outside diameter equal to the specified pier size and a minimum wall thickness of 1/4 inch. Extract all temporary casings during concrete placement in accordance with this project special provision unless the

Design-Build Team chooses to leave the casing in place in accordance with the requirements below.

Any steel casing left in place will be considered permanent casing. When installing permanent casing do not drill or excavate below the tip of the permanent casing at any time such that the permanent casing is against undisturbed soil. The Design-Build Team may excavate a hole with a minimum diameter of 12 inches smaller than the specified size of the pier in order to facilitate permanent casing installation provided the sides of the excavation do not slough during drilling such that the hole diameter becomes larger than the inside diameter of the casing. Permanent steel casings shall only be allowed for full span overhead signs as approved by the Engineer and prohibited for cantilever overhead signs. No additional compensation will be paid for permanent casing.

If the Design-Build Team elects to use polymer slurry to stabilize the excavation, use one of the polymers listed in the table below:

<b>PRODUCT</b>	<b>MANUFACTURER</b>
SlurryPro EXL	KB Technologies Ltd 3648 FM 1960 West Suite 107 Houston, TX 77068 (800) 525-5237
Super Mud	PDS Company 105 West Sharp Street El Dorado, AR 71730 (800) 243-7455
Shore Pac GCV	CETCO Drilling Products Group 1500 West Shure Drive Arlington Heights, IL 60004 (800) 527-9948

Use slurry in accordance with the manufacturer's guidelines and recommendations unless approved otherwise by the Engineer. The Design-Build Team should be aware that polymer slurry might not be appropriate for a given site. Polymer slurry shall not be used for excavations in very soft or loose soils. If the excavation can not be stabilized with polymer slurry, the Engineer may require a site-specific subsurface investigation (if not done during design) and the use of steel casing. No

additional time or compensation will be provided if steel casing and / or polymer slurry are required to stabilize the excavation.

Construct all drilled piers such that the piers are cast against undisturbed soil. If a larger casing and drilled pier are required as a result of unstable or caving material during drilling, backfill the excavation before removing the casing to be replaced. No additional time or compensation will be provided for substituting a larger diameter drilled pier in order to construct a drilled pier cast against undisturbed soil.

Any temporary steel casing that becomes bound or fouled during pier construction and cannot be practically removed may constitute a defect in the drilled pier. Improve such defective piers to the satisfaction of the Engineer by removing the concrete and enlarging the drilled pier, providing a replacement pier or other approved means. All corrective measures including redesign as a result of defective piers shall not be cause for any claims or requests for additional time or compensation.

### **Bottom Cleanliness**

If the plans indicate end bearing was used in the design, after a drilled pier excavation is complete, and immediately before concrete placement, demonstrate acceptable bottom cleanliness of the drilled pier excavation to the Engineer for approval. Provide any equipment, personnel and assistance required for the Engineer to inspect the drilled pier excavation. The pier excavation bottom shall be considered clean if no portion of the bottom area has more than 3 inches of sediment as determined by the Engineer.

### **Reinforcing Steel**

Completely assemble a cage of reinforcing steel consisting of longitudinal and spiral bars and place cage in the drilled pier excavation as a unit immediately upon completion of drilling unless the excavation is entirely cased. If the drilled pier excavation is entirely cased down to the tip, immediate placement of the reinforcing steel and the concrete is not required.

Lift the cage so racking and cage distortion does not occur. Keep the cage plumb during concrete placement operations and casing extraction. Check the position of the cage before and after placing the concrete.

Securely crosstie the vertical and spiral reinforcement at each intersection with double wire. Support or hold down the cage so that the vertical displacement during concrete placement and casing extraction does not exceed 2 inches.

Do not set the cage on the bottom of the drilled pier excavation. Place plastic bolsters under each vertical reinforcing bar that are tall enough to raise the rebar cage off the bottom of the drilled pier excavation a minimum of 3 inches.

In order to ensure a minimum of 3 inches of concrete cover and achieve concentric spacing of the cage within the pier, tie plastic spacer wheels at five points around the cage perimeter. Use spacer wheels that provide a minimum of 3 inches "blocking" from the outside face of the spiral bars to the outermost surface of the drilled pier. Tie spacer wheels that snap together with wire and allow them to rotate. Use spacer wheels that span at least two adjacent vertical bars. Start placing spacer wheels at the bottom of the cage and continue up along its length at maximum 10-foot intervals. Supply additional peripheral spacer wheels at closer intervals as necessary or as directed by the Engineer.

## Concrete

Begin concrete placement immediately after inserting reinforcing steel into the drilled pier excavation.

### 1) Concrete Mix

Provide the mix design for drilled pier concrete for approval and, except as modified herein, meeting the requirements of Section 1000 of the 2006 *Standard Specifications for Roads and Structures*.

Designate the concrete as Drilled Pier Concrete with a minimum compressive strength of 4500 psi at 28 days. The Design-Build Team may use a high early strength mix design as approved by the Engineer. Make certain the cementitious material content complies with one of the following options:

- Provide a minimum cement content of 640 lbs / yd<sup>3</sup> and a maximum cement content of 800 lbs / yd<sup>3</sup>; however, if the alkali content of the cement exceeds 0.4%, reduce the cement content by 20% and replace it with fly ash at the rate of 1.2 LB of fly ash per LB of cement removed.
- If Type IP blended cement is used, use a minimum of 665 lbs / yd<sup>3</sup> Type IP blended cement and a maximum of 833 lbs / yd<sup>3</sup> Type IP blended cement in the mix.

Limit the water-cementitious material ratio to a maximum of 0.45. Do not air-entrain drilled pier concrete.

Produce a workable mix so that vibrating or prodding is not required to consolidate the concrete. When placing the concrete, make certain the slump is between 5 and 7 inches for dry placement of concrete or 7 and 9 inches for wet placement of concrete.

Use Type I or Type II cement or Type IP blended cement and either No. 67 or No. 78M coarse aggregate in the mix. Use an NCDOT approved water-

reducer, water-reducing retarder, high-range water-reducer or high-range water-reducing retarder to facilitate placement of the concrete, if necessary. Do not use a stabilizing admixture as a retarder in Drilled Pier Concrete without prior approval of the Engineer. Use admixtures that satisfy AASHTO M194 and add admixtures at the concrete plant when the mixing water is introduced into the concrete. Redosing of admixtures shall not be permitted.

Place the concrete within 2 hours after introducing the mixing water. Ensure that the concrete temperature at the time of placement is 90°F or less.

## 2) Concrete Placement

Place concrete such that the drilled pier is a monolithic structure. Temporary casing may be completely removed and concrete placement may be temporarily suspended when the concrete level is within 42 to 48 inches of the ground elevation to allow for placement of anchor bolts and construction of grade beam or wings. Do not pause concrete placement if unstable caving soils are present at the ground surface. Remove any water or slurry above the concrete and clean the concrete surface of all scum and sediment to expose clean, uncontaminated concrete before inserting the anchor bolts and conduit. Resume concrete pouring within 2 hours.

Do not dewater any drilled pier excavations unless the Engineer approves the dewatering and the excavation is entirely cased down to tip. Do not begin to remove the temporary casing until the level of concrete within the casing is in excess of 10 feet above the bottom of the casing being removed. Maintain the concrete level at least 10 feet above the bottom of casing throughout the entire casing extraction operation except when concrete is near the top of the drilled pier elevation. Maintain a sufficient head of concrete above the bottom of casing to overcome outside soil and water pressure. As the temporary casing is withdrawn, exercise care in maintaining an adequate level of concrete within the casing so that fluid trapped behind the casing is displaced upward and discharged at the ground surface without contaminating or displacing the drilled pier concrete. Exerting downward pressure, hammering or vibrating the temporary casing is permitted to facilitate extraction.

Keep a record of the volume of concrete placed in each drilled pier excavation and make it available to the Engineer.

After all the pumps have been removed from the excavation, the water inflow rate determines the concrete placement procedure. If the inflow rate is less than 6 inches per half-hour, the concrete placement shall be considered dry. If the water inflow rate is greater than 6 inches per half-hour, the concrete placement shall be considered wet.



- **Dry Placement:** Before placing concrete, make certain the drilled pier excavation is dry so the flow of concrete completely around the reinforcing steel can be certified by visual inspection. Place the concrete by free fall with a central drop method where the concrete is chuted directly down the center of the excavation.
- **Wet Placement:** Maintain a static water or slurry level in the excavation before placing concrete. Place concrete with a tremie or a pump in accordance with the applicable parts of Sections 420-4 and 420-5 of the 2006 *Standard Specifications for Roads and Structures*. Use a tremie tube or pump pipe made of steel with watertight joints. Passing concrete through a hopper at the tube end or through side openings as the tremie is retrieved during concrete placement is permitted. Use a discharge control to prevent concrete contamination when the tremie tube or pump pipe is initially placed in the excavation. Extend the tremie tube or pump pipe into the concrete a minimum of 5 feet at all times except when the concrete is initially introduced into the pier excavation. If the tremie tube or pump pipe pulls out of the concrete for any reason after the initial concrete is placed, restart concrete placement with a steel capped tremie tube or pump pipe.

Once the concrete in the excavation reaches the same elevation as the static water level, placing concrete with the dry method is permitted. Before changing to the dry method of concrete placement, remove any water or slurry above the concrete and clean the concrete surface of all scum and sediment to expose clean, uncontaminated concrete.

Vibration shall only be permitted, if needed, in the top 10 feet of the drilled pier or as approved by the Engineer. Remove any contaminated concrete from the top of the drilled pier and wasted concrete from the area surrounding the drilled pier upon completion.

### 3) Concrete Placement Time

Place concrete within the time frames specified in Table 1000-2 of the 2006 *Standard Specifications for Roads and Structures* for Class AA concrete except as noted herein. Do not place concrete so fast as to trap air, water, fluids, soil or any other deleterious materials in the vicinity of the reinforcing steel and the annular zone between the rebar cage and the excavation walls. Should a delay occur because of concrete delivery or other factors reduce the placement rate to maintain some movement of the concrete. No more than 45 minutes shall be allowed between placements.

**E) Scheduling and Restrictions**

If caving or sloughing occurs, no additional compensation will be provided for additional concrete to fill the resulting voids.

During the first 16 hours after a drilled pier has achieved its initial concrete set as determined by the Engineer, do not drill adjacent piers, do not install adjacent piles and do not allow any heavy construction equipment loads or “excessive” vibrations to occur at any point within a 20 foot radius of the drilled pier.

In the event that the procedures described herein are performed unsatisfactorily, the Engineer reserves the right to shut down the construction operations or reject the drilled piers. If the integrity of a drilled pier is in question, use core drilling, sonic or other NCDOT approved methods at no additional cost to the Department and under the direction of the Engineer. Dewater and backfill core drill holes with an approved high strength grout with a minimum compressive strength of 4500 psi. Propose remedial measures for any defective drilled piers and obtain approval of all proposals from the Engineer before implementation. No additional time or compensation will be provided for losses or damage due to remedial work or any investigation of drilled piers found defective or not in accordance with this project special provision or the plans.

**EPOXY PAVEMENT MARKING MATERIAL**

(01-15-08)

SP

**Description**

This work shall consist of applying black epoxy pavement marking material as black skips on concrete pavements.

**Materials**

Epoxy Pavement Marking Material shall conform to the requirements of Section 1087 of the 2006 *Standard Specifications for Roads and Structures* and the following:

**Epoxy Composition**

Epoxy pavement marking shall conform to the following materials:

<b>Component</b>	<b>By Weight</b>
Binder - Epoxy Resin	77% Max.
Titanium Dioxide (ASTM D-476-73 Type II & III)	18% Min.
Chrome Yellow (for yellow markings) (ASTM D-211 Type III)	23% Min.

The epoxy resin proportion of component A white, and component A yellow shall be identical, if the same component B is used for both white and yellow.

Combine the two components of the resin in the manner and proportions as recommended by the manufacturer based on tested pavement marking performance.

### **Epoxy Pavement Marking Material**

#### **(A) Formulation**

Use epoxy pavement marking material consisting of 100% solid two-part system formulated and designed to provide a simple volumetric mixing ratio of the two components.

#### **(B) Epoxide Value:** ASTM D1652

WPE of the epoxy resin shall be  $250 \pm 50$  for both white and yellow component A on a pigment free basis.

#### **(C) Amine Value** ASTM D2074

The total amine value of the curing agent (component B) shall be  $450 \pm 50$

#### **(D) Requirements**

##### (1) Color

Black: Must meet ASTM standard

##### (2) Hardness: ASTM D2240

Minimum Shore D hardness: 80

##### (3) Abrasion Resistance: ASTM C-501

Minimum wear index of catalyzed sample: 80

##### (4) Adhesion to Concrete: ASTM D4541

At 100% concrete failure: greater than 325 psi

##### (5) Tensile Strength: ASTM D638

Minimum average tensile strength: 6000 psi

##### (6) Compressive Strength: ASTM D695

Minimum compressive strength: 12000 psi

##### (7) Drying Time: ASTM D711

Maximum drying time at  $75 \pm 2^\circ\text{F}$ : 10 minutes

##### (8) Gel Time: ASTM D2471

Maximum gel time: 3 minutes

(E) Material Certification: Type 3 Material Certification and Type 4 Material Certification

**Construction Methods**

Epoxy Pavement Marking Material shall conform to the requirements of Section 1205 of the *2006 Standard Specifications for Roads and Structures*.

(A) **Application Equipment**

Use epoxy application equipment, which is equipped with or capable of the following:

Precisely metering the two components in the ratio of proportion recommended by the manufacturer.

Producing the required amount of heat at the mixing head and gun tip.

Maintaining temperatures within the tolerances recommended.

Gauges for each proportioning pump so that any pressure difference can be easily monitored.

A minimum 24" long static mixer unit for proper mixing of the two components of the epoxy marking material.

Each component of the epoxy pavement marking shall be in a homogeneous state prior to mixing,

Have the capability to totally mix component A with component B immediately prior to the marking application.

Have the capability to spray both yellow and white pavement marking material and have the equipment mounted on a truck of sufficient size and stability with an adequate power source to produce uniform lines of the specified dimension.

A metering device to register the accumulated installed footage for each gun

(B) **Weather Limitations**

Apply epoxy pavement marking only when the ambient air temperature and the pavement surface temperature is a minimum of 35°F and rising.

(C) **Application**

Produce epoxy pavement marking lines that have a minimum dry thickness of 15 mils.

Use **Type I** epoxy material (fast dry) for epoxy pavement markings except when otherwise specified in the contract documents.

**Type II** epoxy material may be used with lane closures as approved by the Engineer to allow for curing time.

Using the epoxy application equipment, apply the pavement marking materials simultaneously. Hot-spray the epoxy resin, mixed in accordance with the manufacturer's recommendations, onto the pavement surface within an application temperature range recommended by the manufacturer. Inject retroreflective glass beads into the molten (liquid) Epoxy Marking.

Individual Components: Before mixing, heat the individual components to within the temperature range of 100°F to 170°F. Do not exceed the upper limit of the manufacturer's recommended heating temperature at any time under any circumstances.

Mixed Material: After mixing, ensure that the application temperatures for the combined materials at the gun tip are within the temperature range recommended by the manufacturer for the particular product used.

Produce marking, which upon cooling, has the ability to resist deformation caused by traffic throughout its entire length.

#### **(D) Observation Period**

Epoxy pavement markings will be subject to a 12 month observation period.

Maintain responsibility for the pavement markings for a 12 month observation period beginning upon the satisfactory completion of all work required in the plans. Guarantee the markings under the payment and performance bond in accordance with Article 109-10.

Have traffic operating on the facility during the entire 12 month observation period unless otherwise directed.

Provide pavement marking material, which during the 12 month observation period, shows no signs of failure due to blistering, excessive cracking, chipping, bleeding, staining, discoloration, oil content of the pavement materials, smearing or spreading under heat, deterioration due to contact with grease deposits, oil, diesel fuel, or gasoline drippings, spilling, poor adhesion to the pavement materials, vehicular damage, debonding and normal wear.

Replace, at no additional expense to the Department, any pavement markings that do not perform satisfactorily under traffic during the 12 month observation period.

**GENERAL**

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

**NO CONTACT CLAUSE**

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

**USE OF TERMS**

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

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

Throughout this RFP and all documents referred to in the RFP, references to the Technical Proposal include all Technical Proposal supplemental information that may be submitted in response to a Best and Final Offer RFP.

**DESIGN REFERENCES**

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

**REVIEW OF SUBMITTALS**

Major design milestones and required design submittals shall be identified as activities on a CPM, bar chart, or other scheduling tool. This schedule shall be submitted to the Transportation Program Management Director and Resident Engineer concurrently with the first design submittal, or within 30 days of the contract award, whichever is earlier. The schedule shall be revised and resubmitted as design milestones change or as directed by the Transportation Program Management Director. Submittals will be reviewed within 10 working days (15 days for temporary structures, overhead sign assemblies, MSE walls, FEMA compliance documents, curved steel girder working drawings and temporary shoring) from the date of receipt by NCDOT unless otherwise stipulated in the scope of work. All submittals shall be prepared and

submitted in accordance with the “*Design-Build Submittal Guidelines*”, which by reference are incorporated and made a part of this contract. All submittals shall be made simultaneously to the Transportation Program Management Director and the Resident Engineer. The Department will not accept subsequent submittals until prior submittal reviews have been completed for that item. The Design-Build Team shall inform the Transportation Program Management Director in writing of any proposed changes to the NCDOT preliminary designs, Technical Proposal and / or previously reviewed submittals and obtain approval prior to incorporation. The Design-Build Team shall prioritize submittals in the event that multiple submittals are made based on the current schedule. All submittals shall include pertinent Special Provisions. No work shall be performed prior to Department review of the design submittals.

## OVERVIEW

The Design-Build Project, R-2554BB & C, is the US 70 Goldsboro Bypass in Wayne and Lenoir Counties. The project extends from east of SR 1556 (Wayne Memorial Drive) to east of SR 1323 (Promise Land Road) on new location. The total project length is approximately 12.5 miles. The proposed improvements consist of a four-lane divided facility with full control of access.

Project services shall include, but are not limited to:

- **Design Services** – completion of construction plans, including Record Drawings
- **Construction Services** – necessary to build and ensure workmanship of the designed facility
- **Permit Preparation / Application** - development of all documents for required permits
- **Right of Way** – acquisition of right of way necessary to construct project

The Final Environmental Impact Statement (FEIS) was approved on February 16, 1998

The Record of Decision (ROD) was approved on August 3, 1998

The latest environmental consultation was completed on June 16, 2011.

**Construction Engineering Inspection will be provided by the NCDOT Division personnel.**

## GENERAL SCOPE

The scope of work for this project includes design, construction and management of the project. The design work includes all aspects to construct approximately 12.5 miles of a four-lane divided facility. 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*, and all NCDOT design policies that are current as of the Technical and Price Proposal submission date or the Best and Final Offer submission date.

Construction shall include, but not be limited to, all necessary clearing, grading, roadway, drainage, structures, utility coordination and relocation, and erosion and sediment control work items for the proposed four-lane facility and installation of the control of access fence. Construction engineering and management shall be the responsibility of the Design-Build Team. Construction shall comply with 2006 *NCDOT Standard Specifications for Roads and Structures*

and any special provisions. The Design Build Team may propose to use portions of the 2012 *NCDOT Standard Specifications for Roads and Structures* and 2012 *Roadway Standard Drawings in lieu of the 2006 versions* after the contract is executed. The decision to allow such substitution will be at the sole discretion of the Engineer.

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

- Roadway Design
- Structure Design
- Hydraulic Design
- Permit Application / Modification
- Railroad Coordination
- Foundation Design for Structures and Roadway
- Erosion and Sediment Control Design and Implementation
- R/W Utilities, Conflicts and / or Construction
- Traffic Control and Pavement Marking Design
- Sign Design
- Traffic Management and Signal System Design
- Construction
- Project Management
- Design and Construction Management
- Construction Surveying
- Location and Surveys
- On-Site Mitigation
- Right of Way Acquisition
- Public Information

All designs shall be in Microstation format using Geopak software (current version used by the Department).

#### **DESIGN AND CONSTRUCTION PERFORMED BY DESIGN-BUILD TEAM**

The design work consists of the preparation of all construction documents for constructing approximately 12.5 miles of a four-lane divided facility as outlined in the Scope of Work section of this RFP. The Design-Build Team shall prepare final designs, construction drawings and special provisions.

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

There shall be no assignment, subletting or transfer of the interest of the Design-Build Team in any of the work covered by the Contract without the written consent of the State, except that the



Design-Build Team may, with prior written notification of such action to the State, sublet property searches and related services without further approval of the State.

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

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

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

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

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 Price Proposal submittal deadline. Subcontractors need only be prequalified prior to performing the work. Design firms should be prequalified prior to the Technical and Price Proposal submittal deadline. If not prequalified at the time of the Technical and Price 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. Design firms and Natural Systems firms are prequalified by the particular office performing the work. If the work is to be performed by an office other than the one that is prequalified, that office shall be prequalified prior to any design submittals.

## **ETHICS POLICY**

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

## **APPROVAL OF PERSONNEL**

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

The Design-Build Team or any subcontractor for the Design-Build Team which are employed to provide services for this project shall not discuss employment opportunities or engage the services of any person or persons, now in the employment of the State during the time of this contract, without written consent of the State.

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

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

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

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

## **SUBMITTAL OF TECHNICAL AND PRICE PROPOSALS**

**Technical and / or Price 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 Design-Build Team for award of the contract or reading their Price Proposal publicly.**

### **GENERAL**

Technical and Price Proposals will be accepted until **4:00 p.m. Local Time on Tuesday, November 22, 2011**, at the office of the State Contract Officer:

Mr. Randy A. Garris, 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 2 separate, sealed parcels containing the Technical Proposal in one and the Price Proposal in the other parcel.

**TECHNICAL PROPOSAL**

Technical Proposals shall be submitted in a sealed package. The outer wrapping shall clearly indicate the following information:

Technical Proposal  
Submitted By: (Design-Build Team's Name)  
Contract Number C202771  
TIP Number R-2554BB & C  
Wayne & Lenoir Counties  
US 70 (Goldsboro Bypass) from east of SR 1556 (Wayne Memorial Drive) to east of SR 1323  
(Promise Land Road)

Technical Proposal Requirements

12 Copies  
8 ½ inch by 11 inch pages  
No fold-out sheets allowed  
Printed on one side only  
Double-spaced  
Font size 12

Minimal font size 10 is permissible within embedded tables, charts, or graphics. No more than 40 pages, excluding the introductory letter to Mr. Randy Garris, P.E. (two-page maximum length) and the 11 inch by 17 inch appropriate plan sheets  
24 x 36 inch fold out sheets will only be allowed to present interchange plans

Key Project Team members, identified in the Statement of Qualifications, shall not be modified in the Technical Proposal without written approval of the Department. Any such request should be sent to the attention of Mr. Randy Garris, PE, at the address below:

NCDOT- Contract Standards and Development  
Century Center Complex - Building B  
1020 Birch Ridge Drive  
Raleigh, NC 27610

**PRICE PROPOSAL**

Price Proposals shall be submitted in a sealed package. The outer wrapping will clearly indicate the following information:

Price Proposal  
Submitted by (Design-Build Team's Name)  
Contract Number C202771  
TIP Number R-2554BB & C  
Wayne & Lenoir Counties  
US 70 (Goldsboro Bypass) from east of SR 1556 (Wayne Memorial Drive) to east of SR 1323  
(Promise Land Road)

The Price Proposal shall be submitted by returning the Request for Proposals with the item sheets completed, and all required signatures and bonds. Failure to execute the required documents may render the proposal non-responsive.

**EVALUATIONS**

Decisions based on cost alone will not establish the design standards for the project. Technical Proposals shall address the technical elements of the design and construction of the project. The Technical Review Committee will consider the understanding of the project, the anticipated problems and the solutions to those problems, in addition to other evaluation criteria identified herein.

The Design-Build Team's Technical Proposal shall be developed using narratives, tables, charts, plots, drawings and sketches as appropriate. The purpose of the Technical Proposal is to document the firm's understanding of the project, demonstrate the Team's capabilities to complete the project, document their selection of appropriate design criteria, and state their approach and schedule for completing all design and construction activities.

The review of design plans by the Department is not intended to reflect a reviewer's personal preferences, but rather to ensure that all contract requirements are met, sound engineering judgment is exercised by the Design-Build Team, and that the Design-Build Team adheres to all referenced documents, including but not limited to, design standards, codes, memos and manuals. As such, the award of the Design-Build contract does not in any way imply that the NCDOT accepts the details of the Technical Proposal submitted by the Design-Build Team.

The Technical Proposal will be evaluated in each of the following major categories:

<b>EVALUATION FACTORS</b>	<b>POINTS</b>
1. Management	15
2. Responsiveness to Request for Proposal	33
3. Long Term Maintenance	7
4. Schedule and Milestones	25
5. Innovation	5
6. Maintenance of Traffic and Safety Plan	10
7. Oral Interview	5

## TECHNICAL PROPOSAL EVALUATION CRITERIA

### 1. Management – 15 points

#### *Design-Build Team Management*

- Describe the Design-Build Team's concept of design management. The proposal shall identify key positions and subordinate organizational units.
- Describe the plan for the coordination of civil / structural, utilities, traffic maintenance, constructability and environmental responsibility.
- Provide a narrative description of the proposed location of the design office(s) and their respective responsibilities.
- Describe how the designs developed by different firms and offices will be integrated.
- Describe how design personnel will interface with the construction personnel.
- Describe the overall strengths of the Design Team and their ability to fulfill the design requirements of this project.
- List projects, including description and similarity to the subject project, that the Team's designer(s) have developed Traffic Control Plans, Pavement Marking Plans, Signal Plans and Signing Plans.

#### *Quality Management*

- Describe how the Design-Build Team will comply with the quality control requirements for both design and construction. Specifically, include a narrative describing the Design-Build Team's understanding of the Department's construction quality control philosophy for this project and how the Design-Build Team will implement it.
- The Design-Build Team should detail the number of inspectors they expect the Department to furnish, during various phases, to allow satisfactory progress of project construction.
- Describe any significant quality control issues experienced on NCDOT projects in the last ten years and how those issues will be addressed for this project.
- The narrative shall include both design and construction activities.

#### *Construction Management*

- Describe the Design-Build Team's concept of the project construction management organization and how it interrelates with the other elements of the Design-Build Team's organization for the project.
- Provide a brief narrative description of the Design-Build Team's proposed plan for performing construction on the project. This description shall include at least the following:
  - A construction organization chart for the project, showing the relationships between functions shown on the chart and the functional relationships with subcontractors.

- The chart shall indicate how the Design-Build Team intends to divide the project into work segments to enable optimum construction performance.
- Descriptions of those categories of work that the Design-Build Team anticipates will be performed by the Design-Build Team's own direct labor force and those categories that will be performed by subcontractors.
- The Design-Build Team's plans and procedures to insure timely deliveries of materials to achieve the project schedule.
- Describe the overall strengths of the construction team and their ability to fulfill the construction and construction management requirements of this project.
- Describe the Design-Build Team's approach to site access and material staging.

## 2. Responsiveness to RFP – 33 points

### *Natural Environmental Responsibility*

- Describe the Design-Build Team's approach to addressing environmental concerns within the project boundaries.
- Identify efforts to minimize impacts on wetlands, streams, riparian buffers, and other environmentally sensitive areas.
- Identify innovative approaches to minimize any impacts in environmentally sensitive areas. Describe any temporary impacts and associated minimization approaches.
- Describe the Design-Build Team's understanding of the overall approach to permitting and the Team's comfort level with obtaining the required permits within the allowed timeframe.
- Describe the Design-Build Team's approach to and plan for On-Site Mitigation. Identify the sites proposed for potential on-site mitigation; (2) the quantity of anticipated on-site mitigation; (3) any right-of-way necessary to provide the mitigation; and (4) any additional warranty or monitoring of this mitigation that may be offered. Specifically indicate if on-site wetland mitigation will be provided on the site located from approximately Station 251+00 -L-, LT to Station 253+40 -L-, LT.
- Identify methods of construction in wetlands, streams, and buffers.
- Describe any Notice of Violations (NOV's) the Design-Build Team members have received from regulatory agencies in North Carolina or any other State and the disposition of each listed NOV in the last five years.
- Describe the Design-Build Teams approach to Sedimentation and Erosion Control for the project.
- Provide a narrative overview of the Design-Build Team's Vegetative Management Plan.
- Describe efforts to minimize excavation within the contaminated sites and associated disturbance to underlying soil.

### *Design Features*

- Show plan view of design concepts with key elements noted.

- Identify preliminary horizontal and vertical alignments of all roadway elements.
- Show typical sections for the mainline of the project specifying the pavement alternate chosen.
- Identify the base option (ABC or asphalt) that was chosen for all –Y- Lines.
- Identify proposed deviations to the R-2554BB Preliminary Plans and / or the R-2554C Right of Way Plans provided by the Department.
- Identify drainage modifications and designs to be implemented.
- Identify the sections of the project that will be designed in accordance with the rural discharge method and the sections that will be designed in accordance with the urban discharge method, as well as provide justification for the different hydraulic analyses.
- Identify the appropriate design criteria for each feature if not provided.
- Identify all bridge types to be constructed, including any special design features or construction techniques needed.
- Identify any deviations, including proposed design exceptions, from the established design criteria that will be utilized. Explain why the deviation is necessary.
- Describe any geotechnical investigations to be performed by the Design-Build Team and note any deviations to NCDOT requirements for subsurface investigations noted in the Geotechnical Scope of Work.
- Describe any soil improvement technique to be used in lieu of undercutting beneath embankments as noted in the Geotechnical Scope of Work.
- Identify the anticipated undercut limits.
- Describe efforts to minimize excavation within the contaminated sites and associated disturbance to underlying soil. Identify the extent of excavation in the Areas of Known Contamination.
- Identify any special aesthetics considerations that will be part of the design.
- Describe how any utility conflicts will be addressed and any special utility design considerations. Describe how the Design-Build Team’s design and construction methods minimize the Department’s utility relocation costs.
- Identify the proposed closed drainage system limits on all bridges.
- Identify the months the Department should schedule the 4B and 4C meetings.
- Describe how the design will affect the Department’s right of way costs.
- Identify types of any retaining walls and / or sound barrier walls if applicable.
- Indicate if a project web site will be provided.
- Identify all offsite detours for the project including justification and duration for each.
- Indicate how hauling will be conducted, including but not limited to, hauling of any materials to and from the site and hauling material within the NCDOT right of way.
- **\*\* NOTE \*\* Deleted bullet on utilization of law enforcement officers.**
- Describe how the Norfolk Southern Railway / North Carolina Railroad Company future tracks and maintenance road, and the possible future relocation of New Hope Road (SR 1003) outside the associated railway right of way, will be accommodated.
- Identify the sites for potential on-site mitigation, the quantity of anticipated on-site mitigation, any right of way necessary to provide the mitigation, and any additional warranty or monitoring of the mitigation sites.
- Identify the mainline pavement design chosen. The pavement type chosen for the mainline will not be a part of the evaluation of the Technical Proposals and the

selection thereof will not impact the technical scores, although an alternate pavement design as approved as an ATC may be considered in the evaluation.

### **3. Long Term Maintenance – 7 points**

- Describe any special materials, not referenced elsewhere in the contract, incorporated into the project that would result in long term reduction in maintenance.
- Describe any special designs or construction methods that would reduce future maintenance costs to the Department.
- Estimate a minimum ten-year cost saving resulting from incorporation of these special materials, design, or construction methods into the project.

### **4. Schedule and Milestones – 25 points**

- Provide a detailed schedule for the project including both design and construction activities. The schedule shall show the sequence and continuity of operations, as well as the month of delivery of usable segments of the project.
- The schedule shall also include the Design-Build Team's final completion date and, if proposed, their substantial completion date. **These dates shall be clearly indicated on the Project Schedule and labeled "Final Completion Date" and "Substantial Completion Date"**.

### **5. Innovation – 5 points**

- Identify any aspects of the design or construction elements that the Design-Build Team considers innovative. Include a description of alternatives that were considered whether implemented or not.

### **6. Maintenance of Traffic and Safety Plan – 10 points**

#### ***Maintenance of Traffic***

- Describe any traffic control requirements that will be used for each construction phase.
- Describe how traffic will be maintained as appropriate and describe the Design-Build Team's understanding of any time restrictions noted in the RFP.
- Specifically describe how business, school, and residential access will be maintained, if applicable.
- Address how hauling will be conducted.
- If a temporary portable barrier system will be utilized, provide the type and why it is needed.
- If temporary shoring will be required, provide the type and why it is required.
- Include all proposed offsite detours; reason for need and duration. The duration of all offsite detours shall be provided in calendar days.
- Address where and how law enforcement officers will be used.



***Safety Plan***

- Describe the safety considerations specific to the project.
- Discuss the Design-Build Team's overall approach to safety.
- Describe any proposed improvements that will be made prior to or during construction that will enhance the safety of the work force and/or travelling public both during and after the construction of the project.

**7. Oral Interview – 5 points**

- The Design-Build Team's Project Management Team shall present a brief introduction of the project team and design / construction approach.
- Introductory comments shall be held to no more than 30 minutes.
- The Department will use this interview to ask specific questions about the Team's Technical Proposal, background, philosophies, and approach to the project.
- Presentation, questions, and answers shall not exceed 90 minutes. No more than 10 people from the Design-Build Team may attend.

The Department will use the information presented in the oral interview to assist in the evaluation of the Technical Proposal.

**Additional Warranty and / or Guarantee**

- **The Extra Credit for this project shall be a Maximum of 5 Points.**

A twelve-month guarantee as outlined in the *Twelve-Month Guarantee* Project Special Provision is required for this project. However, the Design-Build Team may provide additional warranties and / or guarantees at their discretion. The Design-Build Team may be awarded additional points as "extra credit" to be added to the Technical Score.

The Design-Build Team may provide warranties and / or guarantees for major components of the project. Examples of major components are pavements, bridge components, and sign structures. If additional warranties and / or guarantees are offered, the Design-Build Team shall indicate in the Technical Proposal the general terms of the warranties and / or guarantees, a list of the items covered, performance parameters, notification and response parameters for corrective action, and evaluation periods. The Department will be responsible for annual inspections of the components covered by all warranties and / or guarantees offered by the Design-Build Team that extend beyond the required Twelve-Month Guarantee. The warranties and / or guarantees shall also define how disputes will be handled. Prior to the first partial payment, the Design-Build Team shall submit a document that provides additional warranty / guarantee specifics in sufficient detail that allows the document to be made a part of the contract through supplemental agreement.

No direct payment will be made for warranties and / or guarantees. Payment will be considered incidental to the lump sum price for the contract.

### ***SELECTION PROCEDURE***

There will be a Technical Review Committee (TRC) composed of five or more senior personnel from involved engineering groups that will evaluate the Technical Proposal on the basis of the criteria provided in the Request for Proposals.

The selection of a Design-Build Team will involve both technical quality and price. The Technical Proposals will be presented to the TRC for evaluation. The TRC shall first determine whether the proposals are responsive to the requirements of the Request for Proposals. The Department reserves the right to ask for clarification on any item in the Technical Proposal. A written response to this request for clarification shall be provided to the Department prior to the opening of the Price Proposals. The contents of the written response may affect the Technical Review Committee's determination of the Technical Proposal's responsiveness and/or the overall evaluation of the Technical Proposal. If any commitments or clarifications provided in the written response conflict with the contents of the Technical Proposal, the contents of the written response will govern and be incorporated into the contract.

Each responsive Technical Proposal shall be evaluated based on the rating criteria provided in the Request for Proposals. The TRC will submit an overall consensus Technical Proposal score for each Design-Build Team to the State Contract Officer.

#### **Quality Credit Evaluation Factors for Technical Proposals**

Management	15
Responsiveness to Request for Proposal	33
Long Term Maintenance	7
Schedule and Milestones	25
Innovation	5
Maintenance of Traffic and Safety Plan	10
Oral Interview	5
<b>Maximum Score</b>	<b>100</b>

The State Contract Officer will use a table based on the maximum quality credit percentage to assign a Quality Credit Percentage to each proposal based on the proposal's overall Technical Score. The maximum quality credit percentage for this project will be **25%**. The Technical Review Committee may elect to assign point values to the nearest one-half of a point (e.g. 90.5). In this event, the Quality Credit Percentage will be determined by linearly interpolating within the table entitled "Quality Credit Percentage for Technical Proposals".

### Quality Credit Percentage for Technical Proposals

Technical Score	Quality Credit (%)	Technical Score	Quality Credit (%)
100	25.00	84	11.67
99	24.17	83	10.83
98	23.33	82	10.00
97	22.50	81	9.17
96	21.67	80	8.33
95	20.83	79	7.50
94	20.00	78	6.67
93	19.17	77	5.83
92	18.33	76	5.00
91	17.50	75	4.17
90	16.67	74	3.33
89	15.83	73	2.50
88	15.00	72	1.67
87	14.17	71	0.83
86	13.33	70	0.00
85	12.50		

**The maximum Technical Score, including any extra credit given for warranties or guarantees, shall not exceed 100 points in determining the Quality Credit percentage.**

If any of the Technical Proposals are considered non-responsive, the State Contract Officer will notify those Design-Build Teams of that fact. The State Contract Officer shall publicly open the sealed Price Proposals and multiply each Design-Build Team's Price Proposal by the Quality Credit Percentage earned by the Design-Build Team's Technical Proposal to obtain the Quality Value of each Design-Build Team's Technical Proposal. The Quality Value will then be subtracted from each Design-Build Team's Price Proposal to obtain an Adjusted Price based upon Price and Quality combined. Unless all Proposals are rejected or the Department elects to proceed with the Best and Final Offer process, the Department will recommend to the State Transportation Board that the Design-Build Team having the lowest adjusted price be awarded the contract. The cost of the Design-Build contract will be the amount received as the Price Proposal.

The following table shows an example of the calculations involved in this process.

### An Example of Calculating Quality Adjusted Price Ranking

Proposal	Technical Score	Quality Credit (%)	Price Proposal (\$)	Quality Value (\$)	Adjusted Price (\$)
A	95	20.83	3,000,000	624,900	2,375,100
B	90	16.67	2,900,000	483,430	2,416,570
C *	90	16.67	2,800,000	466,760	2,333,240
D	80	8.33	2,700,000	224,910	2,475,090
E	70	0.00	2,600,000	0	2,600,000
* Successful Design-Build Team – Contract Cost \$2,800,000					

### Opening of Price Proposals

Prior to opening the Price Proposals, the State Contract Officer will provide to each Design-Build Team their Technical Score in a sealed envelope. The sealed envelope will contain that Team's score only.

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

Should all of the Price Proposals be within an acceptable range or below the Engineer's Estimate the State Contract Officer will proceed to calculate the quality credit and publicly read the Price Proposal, Technical Score, and Adjusted Price as outlined in the selection procedure above.

Should any one or more of the Price Proposals be within an acceptable range or below the Engineer's Estimate and the remaining Price Proposals exceed an acceptable range of the Engineer's Estimate the State Contract Officer will go to a separate location to calculate the quality credit and determine if the Design-Build Team with the lowest Adjusted Price is within an acceptable range of the Engineer's Estimate. Should the Price Proposal of the Design-Build Team with the lowest Adjusted Price be within an acceptable range of the Engineer's Estimate or below the Engineer's Estimate the State Contract Officer will proceed to publicly read the Price Proposals, Technical Scores, and Adjusted Prices. Should the Price Proposal of the Design-Build Team with the lowest Adjusted Price exceed an acceptable range of the Engineer's Estimate the State Contract Officer will publicly read the Price Proposals only and the Department will then determine whether to proceed to request a Best and Final Offer (BAFO) as outlined below.

Should all Price Proposals submitted exceed an acceptable range of the Engineer's Estimate the State Contract Officer will publicly read the Price Proposals only. The Department will then determine whether to proceed to request a Best and Final Offer (BAFO) as outlined below.

In the event that the Department elects to not proceed with a Best and Final Offer (BAFO), then the State Contract Officer will schedule a date and time to publicly reiterate all Price Proposals, and read all Technical Scores and Adjusted Prices.

Provided the Department elects to proceed to request a Best and Final Offer (BAFO), at the date and time specified, the State Contract Officer will open the Best and Final Offer Price Proposals and proceed to publicly read all Price Proposals, Technical Scores and Adjusted Prices.

### **Best and Final Offer**

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

After receipt of the redistributed RFP, the Design-Build Team has the option of changing their Technical Proposal details. If the Design-Build Team changes any component of the Technical Proposal, the TRC will review those amended components of the Technical Proposal and reevaluate the scores accordingly. The Design-Build Team shall highlight the changes to bring them to the Department's attention. A revised total score will be calculated, if appropriate, based on these amendments to the Technical Proposal.

Additional oral interviews will not be held. The Design-Build Teams shall submit both a revised Price Proposal and a revised Technical Proposal (if applicable) at the time, place, and date specified in the redistributed RFP. A revised Quality Credit Percentage (if required) and Adjusted Price will be determined. This will constitute the Design-Build Team's Best and Final Offer. Award of the project may be made to the Design-Build Team with the lowest Adjusted Price on this Best and Final Offer for the project.

### **Stipend**

A stipulated fee of **\$100,000** will be awarded to each short-listed Design-Build Team that provides a responsive, but unsuccessful, Design-Build Proposal. If a contract award is not made, all short-listed Design-Build Teams that provide a responsive Design-Build Proposal shall receive the stipulated fee. Once award is made, or a decision is made not to award, unsuccessful Design-Build Teams will be notified of the opportunity to apply for the stipulated fee. If the Design-Build Team accepts the stipulated fee, the Department reserves the right to use any ideas or information contained in the Design-Build Proposals in connection with any contract awarded for the project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Design-Build Team. The stipulated fee shall be paid to eligible Design-Build Teams within ninety days after the award of the contract or the decision not to award. Unsuccessful Design-Build Teams may elect to refuse payment of the stipulated fee and retain any rights to its Design-Build Proposal and the ideas and information contained therein.

In the event that the Department suspends or discontinues the procurement process prior to the Design-Build Proposal submittal date current at the time of the suspension, no stipulated fee will be paid.

**ROADWAY SCOPE OF WORK** (9-16-11)

The R-2554BB Preliminary Plans and R-2554C Right of Way Plans provided by the Department are in Metric Units. Unless noted otherwise elsewhere in this RFP, for all disciplines, the Design-Build Team shall provide all design files and computations in English Units using a hard conversion. (e.g. 3.6 meters = 12.0 feet) Unless noted otherwise elsewhere in this RFP, the Design-Build Team will not be required to convert the aforementioned English Units to the NAVD 1988 vertical datum.

**Project Details**

- The Design-Build Team shall design and construct a four-lane divided facility with a minimum 46-foot median on new location from Wayne Memorial Drive (SR 1556) to east of Promise Land Road (SR 1323) in Wayne and Lenoir Counties. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct the -L- Line providing the same or better access, widening, improvements and level of service included in the R-2554BB Preliminary Plans and R-2554C Right of Way Plans provided by the Department. The limits of -L- Line construction shall be of sufficient length to tie to existing based upon the current NCDOT guidelines and standards. Unless noted otherwise elsewhere in this RFP, the mainline shall be designed and constructed to meet a 75 mph design speed for a level freeway **designed to interstate standards**. The Design-Build Team shall provide all other design criteria in the Technical Proposal.
- Along the mainline and Wayne Memorial Drive, those areas noted as “Grading Only” on the R-2554BA Final Plans provided by the Department were graded to an elevation five inches above the proposed subgrade by the R-2554BA contractor. The R-2554BA contractor also installed cross pipes through these areas. The Design-Build Team shall be responsible for completing all remaining design and construction activities, including but not limited to paving, guardrail / guiderail installation, shoulder berm gutter installation, drainage structure elevation adjustment and sign installation, for the areas noted as “Grading Only” on the R-2554BA Final Plans provided by the Department. The Design-Build Team shall design and construct the mainline within the aforementioned areas noted as “Grading Only” to meet a 70 mph design speed for a level freeway.
- Along the -L- Line, the Design-Build Team shall design and construct 12-foot outside shoulders, ten-foot of which shall be full depth paved shoulders. Along the -L- Line, the Design-Build Team shall design and construct six-foot inside shoulders, four-foot of which shall be full depth paved shoulders.
- Along -Y30-, the Design-Build Team shall design and construct 12-foot outside shoulders, four-foot of which shall be full depth paved shoulders. Along -Y30-, the Design-Build Team shall design and construct six-foot inside shoulders, four-foot of which shall be full depth paved shoulders.

- The Design-Build Team shall provide milled rumble strips along the mainline and -Y30- outside and inside paved shoulders, including acceleration, deceleration and auxiliary lanes, and ramps to the back of the gore (12-foot width).
- Excluding ramps -Y8RPA- and -Y8RPD-, the Design-Build Team shall design and construct one-lane ramps that provide a minimum 16-foot lane width. The Design-Build Team shall design and construct two lane ramps that provide minimum 12-foot lanes. Excluding ramps -Y8RPA- and -Y8RPD-, one-lane and two-lane ramps shall have 14-foot outside shoulders, four-foot of which shall be full depth paved shoulders and 12-foot inside shoulders, four-foot of which shall be full depth paved shoulders.
- The Design-Build Team shall design and construct ramps -Y8RPA- and -Y8RPD- to provide a minimum 14-foot lane width with 12-foot outside and inside shoulders, four-foot of which shall be full depth paved shoulders.
- The Design-Build Team shall design and construct all ramps to meet a 55 mph design speed and use a 50 mph ramp speed to determine the required acceleration and deceleration lengths for the entrance and exit termini, respectively.
- The Design-Build Team shall design and construct loops that adhere to Exhibit 3-51, *Design Widths of Pavements for Turning Roadways*, shown in AASHTO's *A Policy on Geometric Design of Highways and Streets* (2004) - Case II / Condition C for one-lane loops; Case III / Condition C for two-lane loops. All loops shall have 12-foot outside shoulders, four-foot of which shall be full depth paved shoulders. All loops shall have 2'-6" curb and gutter along the inside edge of pavement, with a 14-foot berm. Unless noted otherwise elsewhere in this RFP, the minimum loop design shall be 30-mph with a minimum 250-foot radius.
- Unless accommodated on the R-2554BB Preliminary Plans or R-2554C Right of Way Plans provided by the Department, the Design-Build Team will not be required to design or construct ramps or bridges to accommodate future loops.
- The Design-Build Team shall design and construct the Wayne Memorial Drive eastbound entrance ramp such that the full ramp width extends to beyond the east end of the bridge over Reedy Branch. The Reedy Branch eastbound bridge rail offset shall be a minimum of six feet wide.
- Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct at-grade intersections with the lane configurations noted in the R-2554BB & C *Capacity Analysis Review Report* dated July 8, 2011. All turn lane lengths shall meet the current NCDOT standards where vehicle storage does not govern or the lengths required by the aforementioned Congestion Management Recommendations, whichever is greater. This determination shall be made by calculating the recommended treatment for turn lanes, incorporating the minimum deceleration lengths as defined in the NCDOT Roadway Design Manual, (Reference Section 9-1, Figure F-4A) and comparing the calculated values with the NCDOT minimum turn lane lengths. The Design-Build Team shall accommodate the right turn maneuver at all intersections in accordance with the NCDOT Roadway Design Manual

(Reference Section 9-1, Figure F-4C). It is anticipated that the final projected traffic volumes will be provided in November 2011. The Design-Build Team shall include in the lump sum price bid for the entire project a re-evaluation of the final 2035 projected traffic volumes and the determination of required intersection configurations, turn lane lengths and right turn tapers, in accordance with the NCDOT Congestion Management Guidelines. If necessary, the revised intersection design and construction costs resulting from the re-evaluation will be paid for as extra work in accordance with Article 104-8(A) of the 2006 *Standard Specifications for Roads and Structures*.

- Excluding service road and “Tee” intersections, the Design-Build Team shall provide a maximum 0.02 roll-over between the outside edge of travel lane of the primary roadway and the beginning of the proposed grade for the secondary roadway at all intersections.
- The mainline grade point shall be located at the median edge of the lane. In a normal crown section, the mainline lanes shall slope in the same direction from the pavement edge adjacent to the median shoulder to the outside edge of pavement at a 0.025 cross slope.
- Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct -Y- Lines, ramps, service roads and cul-de-sacs providing the same or better access, widening and improvements included in the R-2554BB Preliminary Plans and R-2554C Right of Way Plans provided by the Department. The limits of -Y- Line and service road construction shall be of sufficient length to tie to existing based upon the current NCDOT guidelines and standards.
- The Design-Build Team shall be responsible for all Service Road Studies required by variations to the Department’s design. If required by the aforementioned Service Road Studies, the Design-Build Team shall be responsible for the design and construction of all additional service roads, as well as all associated NEPA requirements.
- Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct bridge rail offsets as indicated in the NCDOT *Roadway Design Manual* or that are equal to the approach roadway paved shoulders, whichever is greater. Narrower bridge rail offsets based on bridge length will not be allowed. Twelve-foot mainline outside bridge rail offsets will not be required regardless of the final 2035 projected design year truck volumes.
- Unless noted otherwise elsewhere in this RFP, all guardrail / guiderail placement shall be in accordance with the July 2006 NCDOT *Roadway Standard Drawings* and / or approved details in lieu of standards. The proposed guardrail height shall be in accordance with the Draft 2012 *NCDOT Roadway Standard Drawings*. Along all 3:1 fill slopes, constructed at fill heights that are equal to or greater than 12 feet, the Design-Build Team shall install guardrail. Along all fill slopes steeper than 3:1, constructed at fill heights that are equal to or greater than six feet, the Design-Build Team shall install guardrail. The guardrail / guiderail design shall be submitted for review with the Preliminary Plans submittal.



- Unless noted otherwise elsewhere in this RFP, the maximum allowable cut and fill slope shall be 3:1. The slopes in the interchange area shall follow the requirements set forth in the *Roadway Design Guidelines for Design-Build Projects* located on the Design-Build web site.
- Within the vehicle recovery area, the Design-Build Team shall design and construct single face concrete barrier in front of all sound barrier walls located on the outside shoulder in fill sections, retaining walls and all elements acting as a retaining wall.
- The Design-Build Team shall design and construct all lane drops from the outside travelway.
- US 70 Goldsboro Bypass is a full control of access facility. The Design-Build Team shall bring to the Transportation Program Management Director's attention any deviations from the proposed control of access shown on the R-2554BB Preliminary Plans and / or the R-2554C Right of Way Plans. The proposed right of way and / or control of access limits may deviate in proximity to cultural, historic, or otherwise protected landmarks, including cemeteries, to eliminate / minimize impacts. Prior to negotiating right of way, easements and / or control of access with property owners, the Design-Build Team shall delineate the proposed acquisitions on the Right of Way Plans developed by the Design-Build Team for the Department's review and acceptance. The Design-Build Team shall be responsible for coordinating with, and obtaining approval from, the NCDOT for the woven wire fence placement. The Design-Build Team shall be responsible for installation of the woven wire fence along the Control of Access, including the replacement of all existing woven wire fence within the project limits. (Reference the Right of Way Scope of Work found elsewhere in this RFP)
- The Department has followed the Merger Process used by the Environmental Agencies and the Department to obtain environmental permits. Any variations in the Department's proposed design and / or construction methods that nullify any concurrence points obtained or decisions reached between the Department and the Environmental Agencies; and / or require additional coordination with the Environmental Agencies shall be the sole responsibility of the Design-Build Team. The Department will not allow any contract time extensions or additional compensation associated with any coordination or approval process resulting from design and / or construction modifications.
- Within the project limits, the Design-Build Team shall be responsible for the location and installation of all right of way monuments, including right of way monuments for those parcels that the Department has acquired right of way. The Design-Build Team shall replace all existing right of way monuments damaged and / or relocated during construction. For all aforementioned right of way monuments, the Design-Build Team shall install rebar and caps with carsonite posts within lawns of residential properties and concrete monuments at all other locations. The Department will furnish the caps and carsonite posts in accordance with Department Policy.
- The Design-Build Team shall not further impact any cultural, historical, or otherwise protected landmark or topographic feature beyond that shown on the R-2554BB Preliminary Plans and R-2554C Right of Way Plans provided by the Department. The Design-Build

Team shall not acquire right of way or easements from the aforementioned features unless shown on the R-2554BB Preliminary Plans or R-2554C Right of Way Plans provided by the Department.

- The Design-Build Team shall not impact any cemetery located within the project limits. The proposed right of way and / or control of access limits shall not encroach on any cemetery property.
- Excluding haul roads, the Design-Build Team shall design and construct resurfacing grades for all roadways impacted by construction. All resurfacing grades shall adhere to the design criteria and standards, provide all required pavement wedging (Reference the Pavement Management Scope of Work found elsewhere in this RFP) and adhere to the minimum requirements noted below:
  - The Design-Build Team shall resurface all lanes and shoulders of an undivided facility throughout the limits of proposed widening and construction.
  - The Design-Build Team shall resurface each one-way roadway of a divided facility throughout the limits of the one-way roadway widening and construction and extend the resurfacing grade as required to provide the same resurfacing limits for the opposing directions of travel.
  - For both divided and undivided facilities, the Design-Build Team shall resurface all lanes and shoulders within the outermost construction limits of all proposed widening and construction, including any gaps along the facility where construction activities are not required.
  - Excluding facilities constructed as part of the R-2554BA Project, the Design-Build Team shall resurface all existing facilities to the limits of pavement marking obliterations / revisions.
- Design exceptions will not be allowed for the proposed four-lane divided facility, including all ramps and loops. NCDOT prefers not to have design exceptions for the -Y- Lines and service roads. If the Design-Build Team anticipates any design exceptions, they shall be clearly noted in the Technical Proposal. Prior to requesting / incorporating a design exception into the Final Plans, the Design-Build Team must obtain prior conceptual approval from the Transportation Program Management Director and the FHWA. If approval is obtained, the Design-Build Team shall be responsible for the development and approval of all design exceptions.
- As currently designed, there are no sound barrier walls required on this project. If the Design-Build Team revises the horizontal and / or vertical alignments such that greater noise impacts are possible on the surrounding receptors, the Design-Build Team shall re-analyze and complete a revised noise report, if necessary, for NCDOT and FHWA review and acceptance. The Design Noise Report for R-2554B and R-2554C, dated February 2008 and November 2001, respectively, will be provided to the Design-Build Team to assist in their determination of anticipated additional noise impact on current receptors due to a design

change. If sound barrier walls are required as a result of design deviations, the Design-Build Team shall be responsible for all costs associated with the walls, including but not limited to, public involvement, geotechnical investigation, shaft and wall designs, and construction.

- At all ramp and loop intersections with -Y- Lines, the design vehicle for all turning movements shall be a WB-65. The design vehicle for all other turning movements shall be a WB-50.
- The Design-Build Team shall be responsible for the evaluation of the algebraic difference in rates of cross slope (roll-over) between existing shoulders and roadways and the associated suitability for carrying traffic during construction, if necessary. In the event that the roll-over is found to be unacceptable for the proposed temporary traffic patterns, the Design-Build Team shall be responsible for providing cross slopes that meet design standards and eliminate roll-over concerns.
- The Design-Build Team shall provide 5” keyed-in concrete monolithic channelization islands at all at-grade intersections with restricted movements.
- Functional classifications that have a defined usable shoulder width shall have the appropriately wider overall shoulder width.
- The Design-Build Team shall provide turn arounds on all roads that are dead-ended.
- The Design-Build Team shall inform the Transportation Program Management Director, in writing, of any proposed changes to the NCDOT preliminary design, previously reviewed submittals or the Design-Build Team's Technical Proposal and obtain approval prior to incorporation. The Design-Build Team shall note in the Technical Proposal any proposed deviations to the preliminary design shown on the R-2554BB Preliminary Plans and / or the R-2554C Right of Way Plans provided by the Department. The Design-Build Team shall be responsible for any activities, as deemed necessary by the Department or the FHWA, resulting from changes to the NCDOT preliminary design, including but not limited to, public involvement and NEPA re-evaluation. The Department shall not honor any requests for additional contract time or compensation for completion of the required activities resulting from changes to the NCDOT preliminary design.
- The Design-Build Team shall submit Structure Recommendations and Design Criteria that adhere to the requirements herein for NCDOT and FHWA review and acceptance prior to submittal of the Preliminary Plans. The Design-Build Team shall develop Structure Recommendations that adhere to the format noted in the March 25, 2003 and September 1, 2004 memos from Mr. Jay Bennett, PE, State Roadway Design Engineer. Unless noted otherwise elsewhere in this RFP, the design speed for all roadways shall be the greater of the minimum design speed for the facility type or the anticipated / actual posted speed plus five-mph. If a speed limit is not physically posted on an existing facility, general statutes mandate the speed limit as 55 mph, resulting in a 60 mph design speed.

- For all bridges over roadways, the Design-Build Team shall submit documentation that verifies the actual vertical clearance at all critical points.
- For all driveways that require 100 feet or longer to tie to existing, the Design-Build Team shall provide horizontal and vertical alignments during the design phase. The maximum grade for all driveways shall be 10%.

### **General**

- The design shall be in accordance with the 2004 AASHTO *A Policy on Geometric Design of Highways and Streets*, 2002 NCDOT *Roadway Design Manual*, including all revisions effective on the Technical Proposal submittal date, July 2006 NCDOT *Roadway Standard Drawings*, or as superseded by detail sheets located at [http://www.ncdot.gov/doh/preconstruct/ps/std\\_draw/06details/default.html](http://www.ncdot.gov/doh/preconstruct/ps/std_draw/06details/default.html), *Roadway Design Policy and Procedure Manual*, *Roadway Design Guidelines for Design-Build Projects*, 2006 North Carolina *Standard Specifications for Roads and Structures* and the 2002 AASHTO *Roadside Design Guide, 3<sup>rd</sup> Edition* and 2006 *Chapter 6 Update*.
- If the NCDOT *Roadway Design Manual*, the 2004 AASHTO *A Policy on Geometric Design of Highways and Streets*, the 2006 *Roadway Standard Drawings* and / or any other guidelines, standards or policies have desirable and / or minimum values, the Design-Build Team shall use the desirable values unless noted otherwise elsewhere in this RFP. Similarly, in case of conflicting design parameters, and / or ranges, in the various resources, the proposed design shall adhere to the most conservative values, unless noted otherwise elsewhere in this RFP.
- A sag vertical curve low point shall not be located on any bridge or approach slab.
- The Design-Build Team shall contact Mr. Gary W. Thompson, North Carolina Geodetic Survey Director, prior to disturbing any geodetic monuments.
- The project shall follow the NCDOT-FHWA Oversight Agreement. This agreement will be provided. Any changes that affect previous approvals shall be re-submitted by the Design-Build Team for FHWA acceptance.
- The Design-Build Team shall identify the need for any special roadway design details (i.e. any special drainage structures, rock embankment, rock plating, special guardrail, retaining walls, concrete barrier designs, etc.) and shall provide special design drawings. The Contract Standards and Development Unit may have special details available that can be provided to the Design-Build Team upon request.

### **NCDOT Information Supplied**

- The NCDOT will provide copies of the R-2554 Final Environmental Impact Statement (FEIS), Record of Decision (ROD), consultations, the latest list of environmental commitments and all pertinent approvals and correspondence. Unless noted otherwise

elsewhere in this RFP, the Design-Build Team shall adhere to all commitments stated in the environmental documents.

- The NCDOT will provide electronic surveys to the Design-Build Team. Any supplemental surveys, including but not limited to additional topography, existing and proposed roadway, structure sites, underground and overhead utilities, existing and proposed drainage, wetland delineation, right of way, parcel names, and deed research and descriptions shall be the responsibility of the Design-Build Team to acquire and process. Known existing utilities have been located and will be included with the survey data. The Design-Build Team shall be responsible for confirming the location of the utilities and the type / size of facilities. All supplemental SUE work shall be the responsibility of the Design-Build Team.
- The NCDOT will provide the R-2554BB Preliminary Plans and R-2554C Right of Way Plans developed by the Department. The Design-Build Team is cautioned that the preliminary designs shown on the aforementioned plans are provided solely to assist the Design-Build Team in the development of the project design. The Design-Build Team shall be fully and totally responsible for the accuracy and completeness of the project design, including, but not limited to, the use of the NCDOT's design, the use of portions of the NCDOT's design or modifications to the NCDOT's design.
- The NCDOT will provide final pavement designs for R-2554BB & C. The Design-Build Team shall be responsible for all temporary pavement designs. (Reference the Pavement Management Scope of Work found elsewhere in this RFP)
- The NCDOT will provide a Geotechnical Subsurface Investigation for R-2554BB & C. The Design-Build Team shall be responsible for any additional geotechnical information, all geotechnical recommendations, as well as supplemental structural and roadway investigations. (Reference the Geotechnical Engineering Scope of Work found elsewhere in this RFP)

**PAVEMENT MANAGEMENT SCOPE OF WORK** (9-9-11)

The Design-Build Team shall choose from the mainline pavement alternates presented in this scope of work unless otherwise submitted and approved as an Alternate Technical Concept. The mainline pavement type (asphalt or concrete) shall be consistent throughout the limits of the mainline, except as otherwise allowed herein. The Design-Build Team shall commit to the pavement design mainline alternate, and shoulder option, if applicable, and present the selected alternates/options in the Technical Proposal. The selection of an asphalt mainline pavement or concrete mainline pavement, and shoulder options, will be binding for the duration of the contract. The pavement design for the mainline new location shall consist of one of the following alternates:

<u>Alternate 1</u>	<u>Alternate 2</u>	<u>Alternate 3</u>	<u>Alternate 4</u>
3.0" S9.5C	3.0" S9.5C	3.0" S9.5C	10.0" Concrete
3.0" I19.0C	3.0" I19.0C	3.0" I19.0C	4.0" B25.0B
6.0" B25.0C	3.0" B25.0C	3.0" B25.0C	
	8.0" ABC	8.0" CTABC	

Concrete pavement for the travel lanes shall be doweled jointed concrete with 15-foot uniform joint spacing. Dowel bars shall have a 1.5" diameter.

If Alternate 4 is selected, the limits of this alternate shall be from the east end of the bridges located at approximate Sta. 154+00 -L- to a point where the full typical section on new alignment ends near US 70. If Alternate 4 is selected, then any of Alternates 1, 2 or 3 may be chosen for the areas of the project outside these limits.

For Alternates 1, 2 and 3, the inside shoulder and the outside paved shoulder shall use the travel lane pavement design, except that the outside shoulders may include 3.0" of S9.5B in lieu of the 3.0" of S9.5C.

For Alternate 4, two options for the shoulder pavement are shown below. The option (asphalt or jointed concrete) chosen by the Design-Build Team for the shoulders shall be consistent throughout the limits of the travel lane concrete. Both outside and inside shoulders shall use the same option.

**Option 1:** 3.0" S9.5C or S9.5B  
3.0" I19.0C  
4.0" minimum B25.0C

**Option 2:** A minimum thickness of 7.0" jointed concrete, without dowels, with a joint spacing matching the adjacent mainline pavement. This option shall be anchored to the mainline pavement with tie bars.

Other pavement designs for this project are listed in the table below:

<b>LINE</b>	<b>Surface</b>	<b>Intermediate</b>	<b>Base</b>	<b>ABC</b>
-Y14- (US 13)	3.0" S9.5C	3.0" I19.0C	-----	8.0"
Ramp A, Ramp B, Ramp C, and Ramp D @ -Y14-, Ramp A and Ramp D @ -Y8, -Y15- (Hood Swamp Road), -Y16- (Smith Farm Road) and -Service Rd # 12	3.0" S9.5B	2.5" I19.0B	-----	8.0"
-Y12- (Hare Road) and -Y17- (Corbett Road), -Y19- (Parks Town Road), -Y19A- (Jeffrey Drive), Ramp A, Ramp B, Ramp C, & Ramp D @ -Y19-, -Y22- (Beston Road), -Y26- (Washington Street), -Y28- (Fussell Road), -Y26- (Piney Grove Road), -LPA-, -LPC-, -Y29R, Service Rd # 9, Service Rd #10, Service Rd # 11, Service Rd #13, Service Rd # 16, Service Rd # 16A and Service Rd #17	3.0" S9.5B	-----	-----	*8.0"
-L- (Existing US 70) Widening OR	3.0" S9.5C	4.0" I19.0C	5.5" B25.0C	
-L- (Existing US 70) Widening	3.0" S9.5C	3.0" I19.0C	3.0" B25.0C	8.0"
FLY, -Y30- and -Y30EB-	3.0" S9.5C	3.0" I19.0C	-----	8.0"
-Y27- (New Hope Road) and -Y27A- (Promise Land Road)	3.0" S9.5B	-----	4.5" B25.0B	-----

\* Prime coat required.

For all asphalt pavement designs noted above, warm mix asphalt will be allowed.

The Design-Build Team shall resurface the existing US 70 pavement with a minimum 1.5" S9.5C and US 13 pavement with a minimum 3.0" S9.5C. For all other -Y- Lines, the Design-Build Team shall resurface the existing pavement with a minimum pavement depth that equals half of the full thickness of surface course as provided in the table above. (Reference the Roadway Scope of Work found elsewhere in this RFP for additional resurfacing requirements)

For the -Y- Lines noted in the table above, the Design-Build Team may substitute an asphalt base course layer for an ABC layer. If such an alternative is proposed, the Design-Build Team shall use an asphalt base course mix that matches the asphalt base course mix specified for the roadway. If an asphalt base course mix is not specified, the Design-Build Team shall use B25.0B base course. The additional thickness of the asphalt base course, used as a substitute for the ABC layer, shall be equal to half of the proposed ABC thickness specified for the roadway. The Design-Build Team shall maintain the same pavement design throughout the -Y- Line construction limits. In the Technical Proposal, the Design-Build

Team shall specify the base option chosen (ABC or asphalt) for all -Y- Lines. The Design-Build Team may substitute an asphalt base course layer for an ABC layer, as described above, for tie-ins and narrow widening.

On all ramps, the adjacent through lane pavement structure design shall extend to the back of the gore (12-foot width).

Unless noted otherwise elsewhere in this RFP, the minimum narrow widened width shall be six feet. The minimum narrow widened width may be reduced to four feet only if the Design-Build Team demonstrates that their equipment properly compacts narrow widening and obtains prior Department approval during the design phase. Tapers that tie proposed pavement to existing pavement are excluded from the narrow widening requirements noted above.

In areas where the existing paved shoulders are proposed to be incorporated into a permanent travel lane, the Design-Build Team shall be responsible for evaluating the existing paved shoulder regarding its suitability for carrying the projected traffic volumes. In the event that the existing paved shoulder is found to be inadequate, the Design-Build Team shall be responsible for upgrading the existing paved shoulder to an acceptable level or replacing the existing paved shoulder. The Design-Build Team shall submit their evaluation and proposed use of existing paved shoulders to the Transportation Program Management Director for review and acceptance or rejection.

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

All driveways, up to the radius point, shall be constructed with the full-depth pavement design of the intersecting roadway. The entire impacted length of all non-concrete driveways with a 10% grade shall be constructed with 1.5" S9.5B (or SF9.5A) and 8.0" ABC. Unless otherwise noted above, the Design-Build Team shall adhere to the following for all driveway construction:

For existing gravel and soil driveways, use 8.0" ABC.

For existing asphalt driveways, use 1.5" S9.5B (or SF9.5A) and 8.0" ABC.

For existing concrete driveways, use 6.0" jointed concrete reinforced with woven wire mesh.

The rate of application and the maximum and minimum thickness per application and layer shall be in accordance with the NCDOT Roadway Design Manual.



Shoulder drains shall be required for all mainline pavement options.

The Design-Build Team shall be responsible for the design and construction of shoulder drains and outlets for the mainline. Shoulder drains shall be provided on low side of cross slopes and / or low side of superelevation throughout all sag vertical curves. Where installed on the median shoulder, outlets shall be provided at drainage structures at increments not to exceed 500 feet. Where installed on the outside shoulder, outlets shall be provided approximately every 300 feet. Shoulder drains shall be placed to drain the entire pavement structure. The shoulder drain design and outlet locations shall be submitted to the Transportation Program Management Director for review and acceptance.

The Design-Build Team shall pave from the edge of the proposed paved shoulder to the face of all guardrails with 6.0" of ABC (or 4.0" B25.0B or B25.0C), prime coat at the normal application rate and at least one lift of surface course. In these areas, the Design-Build Team's installation of ABC or black base shall be consistent with the pavement type for the specific roadway. As an alternative to the above pavement design for paving the shoulders to the face of the guardrail, the Design-Build Team may use the adjacent travel lane pavement design.

When a resurfacing grade ties to existing pavement, the Design-Build Team shall perform incidental milling, such that the new pavement ties flush with the existing pavement. When tying to the existing pavement, the Design-Build Team shall not reduce the minimum required surface layer pavement thickness noted above. The Design-Build Team shall not perform incidental milling more than 72 hours prior to placement of the asphalt surface layer.

#### **Alternate Technical Concepts – Mainline Pavement Design Only**

Alternative Technical Concepts that provide an alternate mainline pavement design will be considered subject to the following restrictions:

- ATCs on pavement design will only be permitted on the mainline and shall not be submitted until after the issuance of the Final Request for Proposals.
- Proposed pavement designs must have at least a 30 year design life.
- The use of the Mechanistic Empirical Pavement Design Guide (MEPDG) is permitted provided that the local input parameters, as provided by the Department, are used in lieu of national parameters.
- The design in the ATC must be sealed by a professional engineer who has experience in pavement design. The ATC submittal shall include a brief resume or description of the designer's pavement design experience.
- **\*\* NOTE \*\* Deleted bullet on concrete pavement designs**

- For all alternate mainline pavement designs, the Design-Build Team shall provide a minimum three-year extension of the 12-month guarantee. (Reference the Twelve Month Guarantee Project Special Provision found elsewhere in this RFP)

ATCs complying with the above restrictions will be evaluated by a technical review panel in accordance with the usual ATC process, with the exception that NCDOT will return responses within 15 business days. The NCDOT reserves the right to engage a recognized pavement design expert to assist with the ATC evaluations.

**STRUCTURES SCOPE OF WORK** (9-9-11)**Project Details**

The Design-Build Team shall be responsible for all structures necessary to complete the project, including the following:

Grade separation crossings intersecting the mainline (-L-):

- Hare Road (SR 1570)
- US 13
- Hood Swamp Road (SR 1705)
- Corbett Road (SR 1708)
- Parkstown Road (SR 1714)
- Beston Road (SR 1719)
- New Hope Road (SR 1003) and Norfolk Southern Railway / NC Railroad Company
- Washington Street (SR 1603)
- Flyover to existing US 70 Westbound
- Loop from existing US 70 Eastbound

Stream crossings:

- Dual Bridges on -L- over Reedy Branch – The Design-Build Team shall set the Reedy Branch bridge toe of fill slopes to adhere to all stream set-back requirements and shall be located outside the limits between Station 153+03 -L- and Station 154+05 -L-.
- Dual Bridges on -L- over West Bear Creek

At other sites, the Design-Build Team is also responsible for all culvert design and construction.

All bridges shall meet approved roadway typical sections and grades. Bridge geometry (width, length, skew, span arrangement, etc.) shall be in accordance with the accepted Structure Recommendations and Hydraulic Bridge Survey Reports prepared by the Design-Build Team.

The minimum vertical clearance required for bridges over -L- shall be 17'-0" for both concrete and asphalt pavements. The minimum vertical clearance over the railroad (existing and future tracks) shall be 23'-0". The Design-Build Team shall be responsible for all required railroad coordination, including but not limited to securing Railroad Agreements. (Reference the Railroad Coordination Scope of Work found elsewhere in this RFP)

On the north side of the existing track, the Design-Build Team shall accommodate an additional freight track at 15-foot centers and an eight-foot maintenance road. On the sought side of the existing track, the Design-Build Team shall accommodate an additional freight track at 15-foot centers. The Design-Build Team's bridge design and construction shall also accommodate a possible future relocation of New Hope Road (SR 1003) outside the associated railway 200-foot right of way, which is centered about the existing track. The Design-Build Team shall indicate in their Technical Proposal how the future tracks and maintenance road, as well as the future possible relocation of New Hope Road, will be accommodated. Ends bent slopes that may be removed and replaced with walls in the future is acceptable to contribute to the accommodation for a future possible relocation of New Hope Road.

The empirical method for deck design will not be allowed.

All proposed bridges shall have jersey shaped barrier rail, per Standard Drawing CBR1. Precast barrier rails will not be allowed.

A live load rating chart for proposed girders shall be included with the bridge plans and shall state design assumptions and methodology used in the load rating calculations. The load rating shall be in accordance with the NCDOT *Structure Design Manual* (including policy memos) and *AASHTO's Manual for Bridge Evaluation*.

Cored slab, box beam, fracture critical, cast-in-place deck slab, and deck girder bridges will not be allowed on this project.

Monotube or cantilever DMS (if required on project) support structures will not be allowed.

Attachment of sign structures to bridges will not be allowed.

Reinforced concrete box culverts shall be in accordance with Hydraulic Culvert Survey Reports prepared by the Design-Build Team and accepted by the Department. Precast box culverts will not be allowed.

Interior pile bents will not be allowed at grade separations.

### **General**

Any required bridge attachments (e.g. signal lines) will not be allowed in the overhang of grade separations. Casting of conduit in the bridge deck or barrier rail will not be allowed.

The Design-Build Team's primary design firm shall be on the Highway Design Branch list of firms qualified for structure design and maintain an office in North Carolina.

Bridge designs shall be in accordance with the latest edition of the *AASHTO LRFD Bridge Design Specifications* (with exceptions noted in the *NCDOT Structure Design Manual*), *NCDOT LRFD Driven Pile Foundation Design Policy*, *NCDOT Structure Design Manual* (including policy memos) and *NCDOT Bridge Policy Manual* except as noted otherwise elsewhere in this RFP.

Reinforced concrete box culvert designs shall be in accordance with the latest edition of the *AASHTO LRFD Bridge Design Specifications*.

Construction and materials shall be in accordance with *NCDOT 2006 Standard Specifications for Roads and Structures*, *NCDOT Structure Design Unit Project Special Provisions* and *NCDOT Structure Design Unit Standard Drawings*.

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

**RAILROAD COORDINATION SCOPE OF WORK** (9-9-11)

The Design-Build Team shall be fully responsible for coordinating with the railroads to secure the railroad agreements necessary for the construction of bridges over the North Carolina Railroad Company (“NCR”) operated by Norfolk Southern Railway (“NSR”) and any modification to these agreements that may be necessary based on their design or construction methods. Included in this scope of work is guidance for the Design-Build Team.

**Preparation for Construction within the Existing NCR Corridor, operated by NSR**

- I. The Design-Build Team, unless otherwise provided or directed by NSR’s Railroad Engineer via the NDCOT’s Transportation Program Management Director, shall comply with the following applicable documents:
  - A. *AREMA Manual for Railway Engineering*, latest edition
  - B. *Norfolk Southern Corporation Special Provisions for Protection of Railway Interest*
  - C. *Norfolk Southern’s “Standard Specifications for Materials and Construction, January 2011”*
  - D. *Norfolk Southern Guidelines for Design of Grade Separation Structures*
  - E. *Federal Aid Policy Guide 23 CFR 140I*
  - F. *Federal Aid Policy Guide 23 CFR 646*
  - G. *NCDOT Construction Manual Section 105-8*
  - H. *NCDOT Standard Specifications for Roads and Structures Section 107-9 (Excluding Paragraph 2)*
  - I. *North Carolina Administrative Code Section T19A: 02B, 0150 through 0158*
  - J. *North Carolina Railroad Company Form NCDR 103 Specific Requirements of North Carolina Railroad Company for Work on its Right of Way*
- II. According to a June 3, 2011 memo from Norfolk Southern Corporation, an average of six trains a day pass the location of the proposed US 70 Bypass at a maximum operating speed of 49 mph. The Design-Build Team shall be responsible for verifying the number of trains per day and maximum speed allowed.
- III. Railroad overhead bridge designs shall meet Norfolk Southern Corporation “*Guidelines for the Design of Grade Separation Structures*,” *AREMA*, and Norfolk Southern special provisions and all provisions required by the agreements, and shall meet the requirements of the underlying property owner NCR. Only NSR and NCR may grant exceptions to their guidelines or *AREMA*.
- IV. The railroad corridor is located on the NCR near Milepost EC-9.71 which NSR operates subject to a Trackage Rights Agreement with NCR. The corridor currently contains one freight track. Reference the Structures Scope of Work for requirements for future railroad facilities.

### **Arrangements for Protection and Adjustments to Existing and Proposed Railroad Crossing Surface and Roadbeds**

- I. The Design-Build Team shall make the necessary arrangements with NSR and NCRR for the installation of permanent and temporary grade crossing surfaces, removal of temporary construction crossings after completion of project, shoring plans, encroachment agreements, and railroad force account estimates and agreements. All permanent crossing surfaces shall be concrete, both field and gauge. All crossing surfaces shall be procured and installed at the Design-Build Team's expense.

The Design-Build Team shall not commence any work on the NCRR right of way until all agreements have been executed, insurance acquired and approved, and all construction plans have been approved by the NSR and NCRR.

The Design-Build Team shall make the necessary arrangements with the NSR that are required to protect against property damage that may result in loss of service, expense, or loss of life. The Design-Build Team shall be responsible for all damage to the NSR and NCRR resulting from their operations and the NSR may issue a stop order until all dangerous situations are remedied.

The Design-Build Team shall be responsible for providing Railroad Protective Liability Insurance for Bodily Injury Liability, Property Damage Liability, and Physical Damage to Property. Railroad Protective Liability Insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site. The Design-Build Team shall be responsible for verifying and obtaining the appropriate insurance and coverage with the NSR and NCRR. Other insurance requirements, including those for all subcontractors, are detailed in the documents referenced herein.

- II. After negotiations among the Department, the Design-Build Team and the NSR and NCRR have been finalized, the Design-Build Team shall submit executed agreements and plans to NCDOT's State Bridge Design Engineer, via the Transportation Program Management Director, for plan approval and final agreement execution by NCDOT, prior to authorizing railroad work. After approval by NCDOT, one copy of the executed agreement will be returned to the Design-Build Team and one copy forwarded to the NCDOT's Resident Engineer, prior to any construction work by the Design-Build Team or NSR. This section particularly applies if a modification to an agreement is necessary.

### **Coordination of Overhead Bridge Work with Norfolk Southern Corporation**

The Design-Build Team shall coordinate with J. N. Carter, Jr., Chief Engineer, Bridges and Structures, Norfolk Southern Corporation, 1200 Peachtree St., NE Atlanta, GA 30309, (contact is Scott Overbey at telephone number 404-582-5588) to obtain plan approval and a partially executed legal agreement (as necessitated by a modification to the existing agreements) with

NSR, NCRR, and the Department of Transportation as the parties in the agreement for the Norfolk Southern Corporation overhead grade separation.

The preliminary plan submittal to the NSR shall include bridge plans, the NSR's "Overhead Grade Separation Data Sheet," as applicable, appropriate roadway plan sheets showing impacts to the NCRR's right of way, erosion control plans, and drainage calculations for any drainage on or across the NCRR's right of way. A minimum of five (5) half-size sets of preliminary plans and data shall be submitted to NSR through the Transportation Program Management Director. If NSR requires RFC's and / or Final Plans, then five (5) half-size sets shall be submitted to the Transportation Program Management Director for forwarding to the NSR. If any re-submittals of plans or any additional information is required, five (5) half-size sets shall be submitted to the Transportation Program Management Director for forwarding to the NSR. Working Drawings affecting the NSR's operations and / or right of way shall follow the submittal process as outlined in the 2006 *Standard Specifications for Roads and Structures* or Special Provisions.

The Department will review all agreement modifications prior to submittal to the NSR. The Department will execute and distribute the agreement modifications within 14 calendar days of receipt. The agreements and any modifications thereto shall include necessary Force Account items such as preliminary engineering, construction engineering, crossing surfaces, and flagging. The railroad agreements typically state that the Department will be responsible for payment of the NSR's Force Account work; however, **excluding the NSR / NCRR engineering review costs noted below**, the Design-Build Team shall reimburse the Department for these costs including any Force Account estimate overruns. **This reimbursement shall be incidental to the lump sum price bid for the project. The Design-Build Team shall be responsible for a maximum of \$30,000 of the NSR / NCRR engineering review costs.** The Department will be responsible for the NSR / NCRR engineering review costs in excess of \$30,000. Upon request, the Department will provide copies of the NSR's invoices to the Design-Build Team for review. The Design-Build Team shall have ten (10) days to provide written comments to the Transportation Program Management Director, after which the Department will pay the invoice. The Design-Build Team shall be responsible for maintaining records to verify the invoice items.

### **Coordination with North Carolina Railroad Company**

The Design-Build Team shall coordinate with Justin Madigan, Assistant Property Manager, North Carolina Railroad Company, 2809 Highwoods Boulevard, Suite 100, Raleigh, NC 27604, telephone number 919-954-7601, to obtain plan approval and execution of the legal agreements (as necessitated by a modification to the existing agreements) by North Carolina Railroad Company for overhead grade separation bridges crossing the North Carolina Railroad Corridor.

The preliminary plan submittal to North Carolina Railroad (NCRR) shall include bridge plans, NSC's "Overhead Grade Separation Data Sheet," appropriate roadway plan sheets showing impacts to the NCRR Right of Way, erosion control plans, and drainage calculations for any drainage on or across NCRR Right of Way. A minimum of three (3) half size sets of preliminary plans and data shall be submitted to NCRR. If NCRR requires RFC's and / or final plans, then three (3) half size sets shall be provided to NCRR. If any re-submittals of plans or any additional information is required, three (3) half size sets shall be submitted to NCRR.

**GEOTECHNICAL ENGINEERING SCOPE OF WORK** (9-9-11)**I. GENERAL**

Obtain the services of a firm prequalified for geotechnical work by the Highway Design Branch. The prequalified geotechnical firm shall prepare foundation design recommendation reports for use in designing structure foundations, roadway foundations, retaining walls, overhead sign structure foundations, and temporary structures.

The Engineer of Record who prepares the foundation design recommendation reports shall be a Professional Engineer registered in the State of North Carolina who has completed a minimum of three geotechnical design projects of scope and complexity similar to that anticipated for this project using the load and resistance factor design (LRFD) method and in accordance with the latest edition of the AASHTO *LRFD Bridge Design Specifications*. Prior to the first geotechnical design submittal, the Design-Build Team shall provide a letter to the NCDOT Design-Build Office that documents the Engineer of Record's LRFD experience for review and acceptance. If the Engineer of Record cannot demonstrate the aforementioned LRFD experience, then the design shall undergo a peer review by an individual with such experience. In such case, the reviewer shall be a registered Professional Engineer, but not necessarily in the State of North Carolina. Furthermore, with each geotechnical design submittal, the reviewer shall provide a sealed letter stating that he / she has carefully reviewed and approved the specific submittal details.

The prequalified geotechnical firm shall also determine if additional subsurface information, other than that required and noted elsewhere in this RFP, is required based upon the subsurface information provided by the NCDOT and the final roadway and structure designs. If a determination is made that additional subsurface information is required; the Design-Build Team shall use a prequalified geotechnical firm to perform all additional subsurface investigation and laboratory testing in accordance with the current NCDOT Geotechnical Engineering Unit *Guidelines and Procedures Manual for Subsurface Investigations*. Submit additional information collected by the Design-Build Team to the NCDOT Geotechnical Engineering Unit for review. The Design-Build Team shall provide the final Subsurface Investigation report in electronic and hardcopy format to the NCDOT Geotechnical Engineering Unit via the NCDOT Design-Build Office.

A minimum of 1 standard penetration test (SPT) / rock core boring shall be required per bent for all bridges except dual bridges. A minimum of 2 SPT / rock core borings shall be required across the roadway typical section, at each bent location for dual bridges. All borings shall be located within 75 feet of the center of each bent location to be counted for these minimum requirements. The same boring may be used for multiple bents provided it meets the 75-foot requirement noted above and the Design Build Team provides written documentation that the subsurface in the area is reasonably consistent. Extend all borings to a depth that can provide sufficient subsurface information for foundation design including group effects on bearing capacity and settlement with a



minimum depth of 10 feet below the foundation element. The Design-Build Team shall be responsible for obtaining the borings noted above for all bents where subsurface information is not sufficient or is warranted by variability in the geology unless the prequalified geotechnical firm submits documented justification that the subsurface investigation provided by the NCDOT is adequate for design purposes and the justification is acceptable to the Department. The Design-Build Team shall present any proposed deviation from these requirements in the Technical Proposal. Any deviations to the requirements noted above shall require acceptance from the NCDOT Geotechnical Engineering Unit prior to construction.

The maximum spacing between borings for retaining walls shall be 200 feet, with a minimum of two borings; one at each end of the wall. Drill borings for retaining walls to twice the maximum height of the wall. Boring depths for sound barriers shall be equal to the maximum height of the wall or to SPT refusal.

## II. DESCRIPTION OF WORK

The Design-Build Team shall design foundations, embankments, slopes, retaining walls, and temporary structures in accordance with the current edition of the AASHTO *LRFD Bridge Design Specifications*, NCDOT *LRFD Driven Pile Foundation Design Policy*, all applicable NCDOT Geotechnical Engineering Unit Standard Provisions, NCDOT *Structure Design Manual*, NCDOT *Roadway Design Manual* and the NCDOT Geotechnical Engineering Unit *Roadway and Structure Foundation Guidelines*, unless noted otherwise in this RFP. The NCDOT *LRFD Driven Pile Foundation Design Policy* is located on the NCDOT Geotechnical Engineering Unit's website at:

<http://www.ncdot.org/doh/preconstruct/highway/geotech/LRFDPolicy/>

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

[http://www.ncdot.org/doh/preconstruct/altern/design\\_build/default.html](http://www.ncdot.org/doh/preconstruct/altern/design_build/default.html)

### A. Structure Foundations

Key in spread footings of structures crossing streams a minimum of full depth below the 100-year design scour elevation and provides scour protection in accordance with scour protection detail in the NCDOT *Structure Design Manual*.

Obtain acceptance from the NCDOT Hydraulics Unit for any longitudinally battered piles for pile bents of structures crossing streams or wetlands. Permanent steel casings shall be required for drilled piers that are constructed in six inches or more of water. Permanent steel casings are required for drilled piers constructed on sloped stream banks subject to degradation from flooding.

When the weathered rock or rock elevation is below the 100-year hydraulic scour elevation, the 100-year and 500-year design scour elevations are equal to the 100-

year and 500-year hydraulic scour elevations from the structure survey report accepted by the NCDOT Hydraulics Unit. When the weathered rock or rock elevation is above the 100-year hydraulic scour elevation, the 100-year design scour elevation may be considered equal to the top of the weathered rock or rock elevation, whichever is higher, and the 500-year design scour elevation may be set two feet below the 100-year design scour elevation.

End bent fill slopes up to 35 feet in height (defined as the difference between grade point elevation and finished grade at toe of slope) shall be 1.5:1 (H:V) or flatter. End bent fill slopes with heights greater than 35 feet shall be 2:1 or flatter. All end bent cut slopes shall be 2:1 or flatter. Extend end bent slope protection from the toe of slope to berm and to 2.75:1 (H:V) slope.

Analyze drilled pier and pile bent foundations using either LPile or FB-Pier computer program. Default soil lateral strength parameters in LPile and FB-Pier shall be utilized unless the use of alternative strength parameters is supported by laboratory or field test data that is accepted by the Department. Design drilled piers and vertical piles with a sufficient embedment in soil and/or rock to achieve “fixity”.

Static load tests are not required, However, if used, static load tests, as referenced by AASHTO LRFD Bridge Design Specifications, are limited to ASTM D-1143 and Osterberg O-cell load tests.

## **B. Roadway Foundations**

All proposed slopes in wetlands shall be 3:1. All proposed unreinforced fill slopes shall be 3:1 (H:V) or flatter, excluding temporary slopes and bridge end bent slopes (Reference Section A – Structure Foundations).

Outside of wetland areas, all proposed soil cut slopes shall be 3:1 (H:V) or flatter, unless the slopes are designed with adequate reinforcement to provide the required stability. Temporary fill slopes steeper than 3:1 (H:V) shall be designed and constructed to meet minimum global stability safety factors and face stability. At a minimum, submit detailed design calculations and slope stability analyses for the highest fill slope, the deepest cut slope and all end bent locations to the NCDOT Geotechnical Engineering Unit, via the Design-Build Office, for review and acceptance prior to construction.

Design and construct bridge approach embankments such that no more than 2 inches of settlement will occur after the waiting periods end. Embankment settlement monitoring shall be required when a waiting period of more than one month is recommended in the foundation design recommendation reports. Use an appropriate method to monitor settlement across the length of the embankment (from toe to toe) such as settlement gauges, surveyed stakes on finished subgrade or other methods; but submit documentation describing the method and

procedures to the NCDOT Geotechnical Engineering Unit, via the Design-Build Office, for review and acceptance prior to construction of the embankment.

In areas within the construction limits of new embankments and raised existing embankments where the organic content exceeds 10% by weight one of the following shall be required:

- For slope / embankment stability, undercut all organic soils to at least the point where a 1:1 slope projected from the shoulder point intersects the bottom of the organic soil layer. Backfill all undercut areas with select borrow material that adheres to the Select Material, Class III requirements in Section 1016 of the 2006 *Standard Specifications for Roads and Structures*.
- Install / incorporate soil improvement techniques that mitigate long term settlement problems or transfer the embankment load to a deeper bearing stratum. Soil improvement techniques shall follow the current industry standard practices and the guidelines of *Ground Improvement Methods* FHWA publication NHI-04-001 (or latest version) or *Geosynthetic Design and Construction Guidelines* FHWA-HI-95-038.

If the Design-Build Team proposes a soil improvement technique in lieu of undercutting beneath embankments, the following shall be included in the Technical Proposal:

- Design details, including a discussion on the analysis methods used and the results of the analyses of the proposed soil improvement techniques
- Embankment settlement monitoring plans

For subgrade stability in cut sections, if soils with a plasticity index greater than 20 are exposed at the subgrade elevation, one of the following shall be required:

- The soil shall be undercut to a minimum of one foot outside the edge of pavement in accordance with the NCDOT Geotechnical Engineering Unit's Guidelines and Procedures Manual for Subsurface Investigations, Section 400-4.II.4
- The soil shall be chemically stabilized with lime in accordance with the 2006 Standard Specifications for Roads and Structures, Section 501.

The Design-Build Team shall include in their Technical Proposal the anticipated undercut limits.

For the -L- Line, ramps, loops and all lowered -Y- Lines, if groundwater is encountered within four feet of the proposed subgrade elevation, one, or a combination of the following shall be required:

- A lateral ditch, with a grade and outfall that prevents ponding, cut on the low side(s) of the road to a depth of at least six feet below the subgrade

- Underdrains, at a depth of at least six feet below the proposed subgrade, with grades and outfalls that prevent ponding and adhere to the Subsurface Drainage Standard Special Provision found elsewhere in this RFP
- A roadway grade that provides a minimum of four feet between the subgrade elevation and the groundwater elevation.

Reinforced bridge approach fills are required for end bents on all bridges.

### C. Permanent Retaining Wall Structures

Extensible reinforcing will not be allowed for any permanent critical retaining walls. Modular block walls shall not be allowed for critical wall structures. Critical wall structures include walls supporting or adjacent to interstate highways, bridge abutments, wing walls and walls over 25 feet in height. MSE walls will not be permitted at stream crossings.

Design and construct permanent retaining walls in accordance with the applicable NCDOT Geotechnical Engineering Unit *Standard Provisions* and Notes which can be found at the NCDOT Geotechnical Engineering Unit's website at:

**<http://www.ncdot.org/doh/preconstruct/highway/geotech/provnote/>**

For each retaining wall, with the exception of gravity walls, submit a wall layout and design. The wall layout submittal shall include the following:

- Wall envelope with top of wall, bottom of wall, existing ground and finished grade elevations at incremental stations.
- Wall alignment with stations and offsets.
- Typical sections showing top and bottom of wall, drainage, embedment, slopes, barriers, fences, etc.
- Calculations for bearing capacity, global stability and settlement.
- Details of conflicts with utilities and drainage structures.
- Roadway plan sheets showing the wall (half size).
- Roadway cross sections showing the wall (half size).
- Traffic control plans showing the wall (half size).

Submit a wall layout for gravity walls and the design and construction of gravity walls shall be in accordance with the NCDOT Structure Standard Drawings and the NCDOT *2006 Standard Specifications*. Gravity walls shall be identified in the roadway foundation design recommendation report. Cast-in-place cantilever walls shall be designed and constructed in accordance with the NCDOT *2006 Standard Specifications*.

Locate retaining walls at toe of slopes unless restricted by right of way limits. The Design-Build Team shall submit global stability calculations for slopes at retaining walls and obtain acceptance from the NCDOT prior to construction. Any slopes behind walls shall be 3:1 (H:V) or flatter.

Drainage over the top of retaining walls shall not be allowed. Sags in the top of walls are not permissible. Direct runoff above and below walls away from walls, if possible, or collect runoff at the walls and transmit it away. Curb and gutter or cast-in-place single faced barrier with paving up to the wall shall be required when runoff can not be directed away from the back or front of the wall. A paved concrete ditch with a minimum depth of six inches shall be required at the top of walls when slopes steeper than 6:1 (H:V) intersect the back of walls.

Precast or cast-in-place coping shall be required for walls without a cast-in-place face with the exception of when a barrier is integrated into the top of the wall. Extend coping or cast-in-place face a minimum of six inches above where the finished or existing grade intersects the back of the wall. To provide potential fall protection, a chain link fence shall be required on top of the facing, coping or barrier, or immediately behind the wall, if there is no slope behind the wall.

Deep foundations shall be used for end bents when abutment retaining walls are employed. When using MSE abutment retaining walls, design and construct the end bent and the wall independent of each other. When using MSE abutment retaining walls, the end bent foundation shall be designed and constructed with one of the following deep foundations: (1) a single row of plumb piles with brace piles battered toward the wall, (2) a single row of plumb piles with MSE reinforcement strapped to the back of the cap, (3) a double row of plumb piles, (4) integral abutment with a single row of plumb piles and no reinforcement connected to the back of the cap, in accordance with FHWA GEC 11 Page Nos. 6-8 through 6-10, or (5) drilled piers. If fill is required around piles or drilled piers, install foundations before placing any fill. Wing walls independent of abutment retaining walls or U-Shaped MSE walls without end bent wings shall be required unless accepted otherwise by the NCDOT. Do not consider lateral support from any fill placed around drilled piers behind abutment retaining walls when analyzing end bent stability. All pile foundations for end bents with abutment retaining walls shall penetrate minimum 10 feet into natural ground.

#### **D. Temporary Structures**

Design temporary retaining structures, which include earth retaining structures and cofferdams, in accordance with current allowable stress design AASHTO *Guide Design Specifications for Bridge Temporary Works* and the NCDOT Geotechnical Engineering Unit *Temporary Shoring* Special Provision. The only submittal required to use the standard sheeting design is the “Standard Shoring Selection Form”.

Design and construct temporary retaining walls in accordance with the applicable NCDOT *Project Special Provision* available upon request by the Design-Build Team. Traffic Control barrier on top of walls shall be in accordance with the NCDOT Work Zone Traffic Control Unit details available upon request by the Design-Build Team. If anchored barrier is required, then anchor the barrier in accordance with NCDOT *2006 Roadway Standard Drawing* Detail No. 1170.01.

### III. CONSTRUCTION REQUIREMENTS

All construction and materials shall be in accordance with the NCDOT *2006 Standard Specifications* and current NCDOT *Project Special Provisions* unless otherwise stated in this scope of work. The Design-Build Team shall be responsible for investigating, proposing and incorporating remedial measures for any construction problems related to foundations, retaining walls, subgrades, settlement, slopes, and construction vibrations. Proposed remedial measures shall be submitted to the Department for review and acceptance prior to incorporation.

The Design-Build Team shall be responsible for any damage or claim caused by construction, including damage caused by vibration (see Article 107-15 NCDOT *2006 Standard Specifications for Roads and Structures*). The Design-Build Team shall be responsible for deciding what, if any, pre and post-construction monitoring and inventories need to be conducted to satisfy their liability concerns. Any monitoring and inventory work shall be performed by a qualified private engineering firm experienced in the effects of construction on existing structures.

The prequalified geotechnical firm that prepared the foundation designs shall review the embankment settlement monitoring data a minimum of once a month and issue a letter prior to releasing the embankment from the waiting period. Waiting periods may not be ended until less than 0.10 inches of settlement is measured over a period of four weeks. Submit the settlement monitoring data to the NCDOT prior to issuing the release letter.

The prequalified geotechnical firm that prepared the foundation designs shall review and approve all pile driving hammers and drilled pier construction sequences. After the prequalified geotechnical firm has approved these submittals, then the Design-Build Team shall submit to the NCDOT Geotechnical Engineering Unit for review and acceptance prior to beginning construction.

Perform hammer approvals with GRLWEAP Version 2002 or later and in accordance with the NCDOT *2006 Standard Specifications for Roads and Structures*. The required pile bearing capacity shall be verified with a pile driving system capable of providing a driving resistance of between 30 and 180 blows per foot. Provide pile driving inspection charts or tables for all approved pile hammers.

Limit driving stresses in accordance with the AASHTO LRFD Bridge Design Specifications. If a tip elevation is noted on the plans, drive piles to the minimum required driving resistance and tip elevation. Otherwise, drive piles to the minimum required driving resistance and a penetration into natural ground of at least 10 ft.

The minimum required driving resistance is equal to the factored resistance noted on the plans divided by a resistance factor plus any additional resistance for downdrag and scour, if applicable.

Unless otherwise approved, stop driving piles when refusal is reached. Refusal is defined as 240 blows per foot or any equivalent set.

Perform Pile Driving Analyzer (PDA) testing to develop pile driving inspection charts or tables. Provide PDA testing, and pile driving inspection charts or tables by a NCDOT pre-approved company. Analyze data with the Case Pile Wave Analysis Program (CAPWAP), version 2006 or later. At a minimum, analysis is required for a hammer blow near the end of initial drive and for each restrike and redrive. Additional CAPWAP analysis may be required as determined by the Engineer.

Meet the guidelines for NCDOT PDA reports from the Geotechnical Engineering Testing Contract for PDA test reports. To obtain a list of pre-approved Geotechnical Engineering Testing Contract companies to perform PDA testing and guidelines for PDA test report, contact the Geotechnical Engineering Unit at 919-707-6850. PDA testing may be performed by a technician, but PDA testing must be overseen and the reports sealed by a Professional Engineer registered in the State of North Carolina. Submit a complete PDA report sealed by the professional engineer who performed the test to the foundation design firm. The foundation design firm shall develop pile driving inspection charts or tables for acceptance by the NCDOT prior to pile installation.

For each permanent bridge that includes driven pile bents or driven pile footings, perform a minimum of one (1) PDA test (dual bridges are counted as one structure) for each pile size, pile type (material or shape) and pile driving hammer combination. Additional PDA tests may be required based upon the AASHTO *LFRD Bridge Design Specifications*. If the bridge length with driven pile foundation is longer than 400 feet, perform additional PDA test at every 400 foot interval. Provide additional PDA testing for any revisions to pile type, size or hammer previously approved. The locations of specific piles to be tested must be accepted by the NCDOT prior to any PDA test. Perform PDA tests in accordance with ASTM D 4945-89, Standard Test Method for High Strain Dynamic Testing of Piles and this scope of work.

Prequalification of contractors is not required for pile excavation or drilled-in pile holes that are 30 inches in diameter or less. Substructures greater than 30 inches in diameter shall be considered a drilled pier.

For drilled-in piles, use Class A Concrete in accordance with Article 1000-4 of the NCDOT 2006 Standard Specifications for Roads and Structures except as modified herein. Provide concrete with a slump of 6 to 8 inches. Use an approved high-range water reducer to achieve this slump. Perform pile excavation to specified elevations shown on the plans. Excavate holes with diameters that will result in at least 3 inches of clearance around each pile. Before filling holes, support and center piles in excavations and when noted on the plans, drive piles to the required driving resistance. Remove any fluid from excavations and fill holes with concrete.

Blasting for core removal is only permitted when approved by the Engineer. Dispose of drilling spoils in accordance with Section 802 of the NCDOT 2006 Standard Specifications for Roads and Structures and as directed by the Engineer. Drilling spoils

consist of all excavated materials including fluids removed from excavations by pumps or drilling tools. If unstable, caving or sloughing soils are anticipated or encountered, stabilize excavations with either slurry or steel casing. When using slurry, submit slurry details including product information, manufacturer's recommendations for use, slurry equipment details and written approval from the slurry supplier that the mixing water is acceptable before beginning drilling. When using steel casing, use either the sectional type or one continuous corrugated or non-corrugated piece. Steel casings should consist of clean watertight steel of ample strength to withstand handling and driving stresses and the pressures imposed by concrete, earth and backfill. Use steel casings with an outside diameter equal to the hole size and a minimum wall thickness of  $\frac{1}{4}$  inch.

Check the water inflow rate at the bottom of holes after all pumps have been removed. If the inflow rate is less than 6 inches per half hour, remove any fluid and free fall concrete into excavations. Ensure that concrete flows completely around piles. If the water inflow rate is greater than 6 inches per half hour, propose and obtain acceptance from the Resident Engineer of a procedure for placing concrete before filling holes. Place concrete in a continuous manner and remove all casings.

Use current NCDOT inspection forms for drilled piers available on the NCDOT Geotechnical Engineering Unit's webpage. Construct and inspect drilled piers in accordance with the NCDOT *Drilled Piers Special Provision*. In accordance with the NCDOT Drilled Piers Special Provision, the Department will use the Shaft Inspection Device (SID) to inspect all drilled pier excavations that are not hand cleaned. Install Crosshole Sonic Logging (CSL) tubes in all drilled piers. CSL testing shall be required for all the drilled piers for each bridge. Submit CSL test information and results to NCDOT to determine if the results are acceptable.

Provide field quality control for all bridge foundations, retaining wall and sound barrier foundations including verifying subsurface conditions for drilled piers and bearing for shallow foundations.

The prequalified geotechnical firm that prepared the original design shall perform any changes to the foundation designs. All changes shall be based upon additional information, subsurface investigation and / or testing. Drilled pier tip elevations shall not be raised during construction unless the prequalified geotechnical firm that prepared the bridge foundation design redesigns the drilled pier from either an SPT / rock core boring, performed in accordance with ASTM standards at the subject pier location, or observations of the drilled pier excavation. If a drilled pier is designed based on a boring, do not drill a boring inside an open drilled pier excavation. Locate the boring within 30 feet of the center of the subject pier and drill to a depth of two pier diameters below the revised tip elevation. If a drilled pier is redesigned based upon observations of the drilled pier excavation, the geotechnical engineer of record shall be present during the excavation to determine the actual subsurface conditions. Send copies of revised designs including additional subsurface information, calculations and any other supporting documentation sealed by a professional engineer registered in the State of North Carolina to the NCDOT for review.



Conduct proofrolling in accordance with Section 260 of the 2006 *Standard Specifications for Roads and Structures*, except use a maximum gross weight of 35 tons.

Send copies of any inspection forms related to foundations, settlement monitoring, and retaining walls to the NCDOT for review.

**HYDRAULICS SCOPE OF WORK** (9-9-11)

The Design-Build Team shall:

- Employ a private engineering firm to perform hydraulic design for all work required under this contract. The private engineering firm shall be prequalified for hydraulic design work under the Department's normal prequalification procedures prior to the Price Proposal submittal.
- Hold a pre-design meeting with the Transportation Program Management Director and Hydraulic Review Engineer upon acceptance of the Preliminary Roadway Plans developed by the Design-Build Team.
- Avoid filling the SCS pond left of Station 221+45 -L- near Parkstown Road (SR 1714).
- Not consider any provided supplemental pipes or box culverts in the floodplain, including but not limited to equalizer pipes, when determining the required hydraulic conveyance of the main crossing.
- Note that the Preliminary Plans provided by the Department show multiple pipes at a few sites for stream conveyance. Along the -L- Line and all ramps / loops, the Design-Build Team shall replace each set of multiple pipes with a reinforced concrete box culvert.
- Space equalizer pipes a minimum of 50 feet apart.
- Design and install all storm drainage systems using Geopak Drainage. The Department will provide preliminary hydraulic designs for R-2554BB and R-2554C that were developed in accordance with superseded requirements. The Design-Build Team shall be solely responsible for a hydraulic design that adheres to the current stormwater control requirements.
- Identify the sections of the project that will be designed in accordance with the rural discharge method and the sections that will be designed in accordance with the urban discharge method, as well as provide justification for the different hydraulic analyses in the Technical Proposal.
- Provide Bridge Survey Reports and Culvert Survey Reports in English units using the most current hydrology.
- Design bridge drainage without the use of Bridge Scuppers (open-grated inlets). If a closed drainage system is used on a bridge, the closed drainage system shall use vertical pipes at the flow line through the deck with no elbow and shall be consistent with that shown in the current NCDOT Stormwater Best Management Practices Toolbox. The Design-Build Team shall identify the proposed closed drainage system limits on all bridges in the Technical Proposal.

- Develop a Stormwater Management Plan using Best Management Practices as required in the most current NCDOT BMP Toolbox.
- Provide permit drawings, calculations and impact summary sheets for USACE 404 Permit, NCDWQ Section 401 Certification, including Neuse River Buffer impacts.
- Conduct an interagency hydraulic design review meeting (4B) and an interagency permit impacts meeting (4C) prior to submittal of the environmental permit applications. (Note that the Department reached Concurrence Point 4B for R-2554BB and R-2554C on February 20, 2003 and June 16, 2004, respectively. However due to the time that has elapsed since these 4B Meetings, the Design-Build Team shall revisit Concurrence Point 4B with the environmental agencies.) All work resulting from the hydraulic design and permit reviews shall be the responsibility of the Design-Build Team. The Design-Build Team shall provide hydraulic plans and permit impact sheets to the Transportation Program Management Director a minimum of five weeks prior to the applicable interagency meetings. The Design-Build Team shall take minutes of the interagency meetings and provide them to the Department within three business days of the aforementioned meetings.
- If the Design-Build Team changes any design element of the structures at West Bear Creek and / or Reedy Branch, they shall prepare a new CLOMR package(s) in English Units that are converted to the NAVD 1988 vertical datum. The Design-Build Team will not be required to prepare new CLOMR packages solely to accommodate the conversion to English units or a conversion to the NAVD 1988 vertical datum. No construction activity shall occur in FEMA regulated floodplain(s) prior to an approved CLOMR. The Department will be responsible for submitting the CLOMR to the NCFMP and all associated fees.
- Ensure that construction of the structures adheres to the approved CLOMRs. The Design-Build Team shall prepare a new FEMA package(s) and be responsible for all associated costs resulting from any construction variation from the approved CLOMR(s).
- Prepare Outfall Analyses for increases in discharge and take appropriate action in accordance with the guidelines stated below to make sure that additional drainage is adequately handled.
- Design natural stream relocation from approximately Station 212+40 -L-, LT to Station 215+40 -L-, RT if revising the design provided by the Department. If the Design-Build Team constructs the stream in accordance with the design provided by the Department, the Design-Build Team will not be responsible for the success of this stream relocation to the extent that a failure is attributable to the design.
- Use a minimum ditch grade of 0.3%, except in short sections where the Engineer allows flatter slopes.
- Avoid using ditches in wetlands.
- Raised median island cuts will not be allowed.

- Provide individual hydraulic submittals for the first half and second half of the project for all submittals required by the Design-Build Submittal Guidelines.

### **General**

- Design in accordance with criteria provided in the North Carolina Division of Highways *Guidelines for Drainage Studies and Hydraulics Design-1999* and the addendum *Handbook of Design for Highway Drainage Studies-1973*, North Carolina Department of Transportation “Stormwater Best Management Practices Toolbox – 2008” and the North Carolina Division of Highways Hydraulics Unit website:

**<http://www.ncdot.org/doh/preconstruct/highway/hydro/>**

- The Department will allow no direct contact between the Design-Build Team and the NC Floodplain Mapping Program (NCFMP) representatives. No contact between the Design-Build Team, the NCFMP and / or personnel under contract with the NCFMP shall be allowed either by phone, e-mail or in person, without Department representatives present. A representative from the Transportation Program Management Unit shall be included on all correspondence.

**ENVIRONMENTAL PERMITS SCOPE OF WORK** (9-9-11)

It is the Department's intention that whenever this scope of work references "permit application" this refers to the application for the major modification to the existing corridor permit for R-2554. The term permit modification therefore refers to any subsequent modification to the major permit modification for R-2554BB and R-2554C obtained as part of this contract.

**General**

The US Army Corps of Engineers Section 404 Permit and the NC Department of Environment and Natural Resources (DENR), Division of Water Quality Section 401 Water Quality Certification have been issued for the R-2554 corridor, which includes the final design permit for the R-2554BA section currently under construction and a phased or preliminary permit for sections R-2554BB and R-2554C.

The Design-Build Team shall be responsible for preparing all documents necessary for the Department to obtain the environmental permits for the construction requirements of this project. In addition to the above permits, a Neuse Riparian Buffer Authorization, and a Central Coastal Plain Capacity Use Analysis (CCPCUA) Permit will be required. The Design-Build Team shall not begin ground-disturbing activities, including utility relocations in jurisdictional areas, until the environmental permits have been issued (this does not include permitted investigative borings covered under a Nationwide Permit No. 6 and utility relocation work outside jurisdictional resources noted below). The Design-Build Team shall not be allowed to operate under the Department's Nationwide Permit No. 6.

The Design-Build Team may begin utility relocation work prior to obtaining the aforementioned permits provided that (1) the Department is notified in writing prior to these activities; (2) such activities are outside jurisdictional resources, (3) a meeting is held with the NCDOT and permitting agencies prior to beginning work; and (4) the Design-Build Team submits a Preconstruction Notification for the Department to forward to the permitting agencies.

Except to obtain a Nationwide Permit No. 6 for investigative borings, the Department will allow no direct contact between the Design-Build Team and representatives of the environmental agencies. No contact between the Design-Build Team and the environmental agencies shall be allowed either by phone, e-mail or in person, without representatives of the Department's Project Development & Environmental Analysis (PDEA) Branch and / or the Division Environmental Officer present. A representative from the Transportation Program Management Unit shall be included on all correspondence.

The Department has reached Concurrence Point 4A in the Merger 01 Process used by the environmental agencies and the Department to obtain environmental permits for this project. The Department has also reached Concurrence Point 4B for R-2554BB and R-2554C, but given the time that has elapsed since the 4B Meetings, the Design-Build Team shall revisit Concurrence Point 4B with the environmental agencies. The Design-Build Team shall participate and present information in Concurrence Points 4B and 4C that are necessary to complete the Merger 01 Process. The Design-Build Team shall follow the appropriate details in the document

titled “Merger 01 Implementation Team – Merger 01 Process Information” which will be provided to the short-listed teams.

Any variations in the Department’s design and / or construction methods that nullify any concurrence points obtained or decisions reached between the Department and environmental agencies; and / or require additional coordination with the environmental agencies shall be the sole responsibility of the Design-Build Team. The Department will not allow any contract time extensions associated with this additional coordination. The Department will not honor any request for additional contract time or compensation for any efforts required in order to obtain any permit or permit modification, including but not limited to public involvement, additional design effort, additional construction effort and / or additional environmental agency coordination and approvals.

Unless otherwise stipulated in the Technical Proposal, the Department will schedule the 4B and 4C meetings for R-2554BB & C for May 2012 and August 2012, respectively. Failure on the part of the Design-Build Team to meet these dates places all responsibility for delays resulting from missing these dates solely in the hands of the Design-Build Team.

Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall be bound by the terms of all signed planning documents and approved minutes and commitments of all concurrence meetings and shall be held accountable for meeting all permit conditions. The Design-Build Team shall be required to staff any personnel necessary to provide permit compliance.

### **Major Permit Modification Request Process**

It shall be the Design-Build Team's responsibility to acquire information and prepare permit drawings that reflect the impacts and minimization efforts resulting from the project as designed by the Design-Build Team. Further, it shall be the Design-Build Team’s responsibility to provide these permit impact sheets (drawings) depicting the design and construction details to the Department as part of the permit application. The Design-Build Team shall be responsible for developing the permit modification request for all jurisdictional impacts. The permit modification request shall include all utility relocations that are being coordinated by the Design-Build Team. At a minimum, the permit application shall consist of the following:

Cover Letter

Minutes from the 4B and 4C meetings

Permit drawings (with and without contours)

Half-size plans

Completed Forms (Section 404 ENG 4345, etc.) appropriate for impacts

The Department will re-verify and update, as needed, the required environmental data that expires prior to the completion of the activity causing the impact in the jurisdictional areas. These include, but are not limited to, federally protected species, re-verification of wetland jurisdictional areas, historic sites, archaeological sites and 303d (impaired) streams.

The Design-Build Team shall submit one permit application for the entire project. The Design-Build Team shall not submit multiple applications to develop a “staged permitting” process to expedite construction activities in a phased fashion.

Direct coordination between the Design-Build Team, the Department’s Transportation Program Management Director, Resident Engineer, Division Environmental Officer (DEO) and the Project Development and Environmental Analysis Branch - Natural Environment Unit (PDEA-NEU) shall be necessary to ensure proper permit application development. Upon completion of the permit application package, the Design-Build Team shall concurrently forward the package to the Transportation Program Management Director, Resident Engineer, DEO, Hydraulics Unit and PDEA-NEU for review and approval. After all revisions are complete, the Department will subsequently forward the package to the appropriate agencies to have the permit application placed on public notice.

Any temporary construction measures, including de-watering, construction access, etc. must be addressed in the permit application. Impacts that result from so-called temporary measures may not be judged to be temporary impacts by the environmental agencies. These issues shall be addressed and reviewed by PDEA-NEU prior to the 4C meeting and resolved with the environmental agencies during the 4C meeting.

The Design-Build Team shall clearly indicate the location of and impacts of haul roads and utility relocations on jurisdictional areas. The Design-Build Team shall also identify all proposed borrow and waste sites. Further, the Design-Build Team shall describe the methods of construction of all structures. The description of the temporary impacts (haul roads, utility relocations, work bridges, etc.) shall include restoration plans, schedules, and disposal plans. This information shall be included in the permit application and / or modification. This information shall also be part of the data presented at the 4B and 4C meetings.

The NCDOT hereby commits to ensuring, to the greatest extent possible, that the footprint of the impacts in areas under the jurisdiction of the federal Clean Water Act will not be increased during the Design-Build effort. All fill material shall be immediately stabilized and maintained to prevent sediment from entering adjacent waters or wetlands. The Design-Build Team shall be responsible for ensuring that the design and construction of the project will not impair the movement of aquatic life.

Requests made for modifications to the permits obtained by the Design-Build Team shall only be allowed if the Engineer determines it to be in the best interest of the Department and will be strongly discouraged. The Design-Build Team shall not take an iterative approach to hydraulic design issues.

### **Major Permit Timeframe**

The Design-Build Team should expect it to take up to 11 months to accurately and adequately complete all designs necessary for permit application, submit application to the Department, and obtain approval for the permits from the environmental agencies. Agency review time will be approximately 90 days from receipt of a “complete” package. No requests for additional

contract time or compensation will be allowed if the permits are obtained within this 11-month period. With the exception of location and survey work; utility relocation work outside jurisdictional resources that adheres to the aforementioned requirements, and permitted investigative borings covered under Nationwide No. 6 secured by the Design-Build Team, no mobilization of men, materials, or equipment for site investigation or construction of the project shall occur prior to obtaining the permits (either within the 11-month period or beyond the 11-month period). The Department will not honor any requests for additional contract time or compensation, including idle equipment or mobilization or demobilization costs, for the Design-Build Team mobilizing men, materials (or ordering materials), or equipment prior to obtaining all permits. The Department will consider requests for contract time extensions for obtaining the permits only if the Design-Build Team has pursued the work with due diligence, the delay is beyond the Team's control, and the 11-month period has been exceeded. If time were granted it would be only for that time exceeding the 11-month period. This 11-month period is considered to begin on the Date of Availability as noted elsewhere in this RFP.

The Design-Build Team needs to be aware that the timeframes listed above for review by PDEA, NCDWQ, and the USACE, to review any permit applications and / or modifications begin only after a fully complete and 100% accurate submittal.

### **Mitigation Responsibilities of the Design-Build Team**

The Design-Build Team shall be responsible for examining and possibly providing on-site mitigation for R-2554BB & C (Reference On-Site Mitigation Scope of Work).

The Department has acquired compensatory mitigation for Neuse River Buffer Impacts and unavoidable impacts to wetlands and surface waters due to project construction from the Ecosystem Enhancement Program (EEP). This mitigation was based on the impacts required by the R-2554C Right of Way Plans provided by the Department and the R-2544BB Preliminary Plans provided by the Department.

Should additional jurisdictional impacts result from revised design / construction details, suitable compensatory mitigation for the Neuse River Buffer, wetlands and / or streams shall be the sole responsibility of the Design-Build Team. Therefore, it is important to note that additional mitigation shall be approved by the agencies and such approval shall require, at a minimum, the preparation and approval of a Mitigation Plan before permits / permit modifications are approved and before construction can commence.

The Design-Build Team shall analyze all new areas to be impacted that have not been analyzed during the NEPA Process and preparation of permit applications. This analysis shall include performing all environmental assessments. These assessments shall require the Design-Build Team to engage the services of a competent environmental consultant to conduct a full environmental investigation to include, but not be limited to, Federally Listed Threatened and Endangered Species, wetlands, streams, avoidance and minimization in jurisdictional areas, compensatory mitigation, FEMA compliance, and historical, archaeological, and cultural resources surveys in these areas. The environmental consultant shall obtain concurrence through PDEA-NEU from the United States Fish and Wildlife Service to document compliance with



Section 7 of the Endangered Species Act for those species requiring such concurrence. In addition the Design-Build Team shall identify additional mitigation required, identify the amount of time the modifications will take beyond the 11-month period, and fulfill any other requirements that may be imposed by the permitting agencies to obtain the permit / permit modification. Any contract extension resulting from additional environmental assessments required by the Design-Build Team's design and / or construction methods impacting areas outside those previously analyzed through the NEPA Process shall be solely at the Department's discretion.

If any staging areas are located outside the project right of way, the Design-Build Team shall engage the services of a competent environmental consultant to conduct a full environmental investigation to include, but not be limited to, Federally Listed Threatened and Endangered Species, wetlands, streams, avoidance and minimization in jurisdictional areas, compensatory mitigation, FEMA compliance, and historical, archaeological, and cultural resources surveys in these areas.

### **Commitments**

The NCDOT is committed to incorporating all reasonable and practicable design features to avoid and minimize wetland impacts and to provide full compensatory mitigation of all remaining wetland impacts. Avoidance measures were taken during the planning and NEPA Process and minimization measures were incorporated as part of the preliminary project design. The Design-Build Team shall incorporate these avoidance and minimization features, plus any minimization identified during the 4B and 4C meetings into the design.

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

Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall strictly adhere to these commitments, as well as others, including but not limited to, those made as part of the EA, FONSI, all permits, Merger 01 meetings and site visits.

### **Archeological Sites**

If the Design-Build Team discovers any previously unknown historic or archeological remains while accomplishing the authorized work, they shall immediately notify the NCDOT Staff Archaeologist and / or the NCDOT Project Development Manager, as listed below, who will initiate the required State/ Federal coordination. A representative from the Transportation Program Management Office will also be notified. All questions regarding these sites shall be addressed to Mr. Matthew Wilkerson, NCDOT Archaeology, or Mr. Rob Hanson, PE, NCDOT Project Development Manager.

**ON-SITE MITIGATION SCOPE OF WORK** (9-9-11)**General**

As required by the NEPA process and the ACOE/EPA Section 404 B1 Guidelines, to offset potential wetland and stream impacts, the Design-Build Team shall investigate the on-site mitigation potential of the sites identified in the feasibility study provided by the Department and any necessary stream relocations. The Design-Build Team shall be responsible for the plan, design and successful construction of all on-site mitigation including, but not limited to, the following:

- Complete draft mitigation plan, as described below, for sites accepted from the feasibility studies and any necessary stream relocations to be submitted with 100% Hydraulics Plans.
- Complete all preliminary mitigation design plans and specifications, as described below, to be presented at the 4C meeting.
- Address agency comments and obtain agency approval for all on-site mitigation sites.
- Conduct field review of on-site mitigation as requested by the agencies.
- Complete final mitigation plan, design, and permit drawings for inclusion in the environmental permit application.

The Design-Build Team shall be responsible for fulfilling all permit conditions. The Design-Build Team shall be responsible for ensuring that all wetland and stream mitigation sites are constructed according to the approved mitigation design and construction plans. The Design-Build Team shall not be responsible for post-construction monitoring after completion of the required Twelve-Month Guarantee described elsewhere in this RFP or as otherwise offered by the Design-Build Team in the Technical Proposal.

The Design-Build Team shall use MicroStation and GeoPak to complete all plans and specifications to meet NCDOT standards. Included in this task are the setup and creation of design sheets. These sheets shall include title, detail, plan, profile, and cross section sheets.

The Design-Build Team shall include the following in the Technical Proposal: (1) the sites identified for potential on-site mitigation; (2) the quantity of anticipated on-site mitigation; (3) any right-of-way necessary to provide the mitigation; and (4) any additional warranty or monitoring of this mitigation that is included in the Price Proposal.

**Site Specific Information**

- The first site, located from approximately Station 251+00 -L-, LT to Station 253+40 -L-, LT, was identified as a potential mitigation site during the initial R-2554 corridor review for onsite mitigation and has been acquired as right of way. The feasibility study dated April 2004 addresses the potential wetland and stream mitigation on this site, as well as the use as a potential borrow site. (This feasibility study and a geotechnical report dated May 13, 2005 will be provided.) If the borrow site is pursued, the Design-Build Team must demonstrate that borrow activities will not impact the use of this site for mitigation and must adhere to the

NCDOT guidelines for borrow sites. The Design-Build Team shall design and construct on-site stream mitigation on this site and may design and construct on-site wetland mitigation on this site. A conceptual Mitigation Plan was included in the R-2554 permit package and will be provided. However, the Design-Build Team shall re-write the Mitigation Plan in accordance with the 33 CFR Part 332 Compensatory Mitigation for Losses of Aquatic Resources Guidelines. The Design-Build Team shall indicate in the Technical Proposal their intention to provide on-site wetland mitigation on this site.

- At the second site, the Design-Build Team shall relocate the stream located from approximately Station 212+40 -L-, LT to Station 215+40 -L-, RT. The Design-Build Team may finalize the Department's preliminary design for this stream relocation, which has been reviewed and approved by the environmental agencies.

The Design-Build Team shall be solely responsible for obtaining approval from the environmental agencies for any revisions to the Department's preliminary stream relocation design. The Department will not honor any request for additional contract time or compensation for any efforts required to obtain approval of a revised stream relocation design from the environmental agencies. Per the requirements noted below, the Design-Build Team shall provide a Mitigation Plan for this site.

- The Design-Build Team shall sign and seal all on-site mitigation design document.
- The Design-Build Team may utilize other appropriate environmental documentation to resolve any constraints, concerns and / or coordination stated in the feasibility studies.
- The Design-Build Team shall provide Streambank Reforestation Plans and Planting Details for all wetland and stream on-site mitigation. (Reference the Erosion and Sedimentation Scope of Work found elsewhere in this RFP)

### **Draft Mitigation Plans**

The Design-Build Team shall prepare a draft mitigation plan to be submitted with the 100% Hydraulics Plans. The draft mitigation plan shall adhere to the guidelines set forth in 33 CFR 332 Compensatory Mitigation For Aquatic Losses of Aquatic Resources. The Design-Build Team shall coordinate with the NCDOT Natural Environment Unit (NEU) ICI and Engineering Group on the mitigation plan as well as the NCDOT Roadside Environmental Unit with regards to the planting plan. The draft mitigation plan shall be provided for review by NEU seven (7) weeks prior to the submittal of the 100% Hydraulics Plans. The Department will return comments on this plan three (3) weeks prior to the 100% Hydraulics Plans submittal. The Design-Build Team shall address all comments prior to presentation at the 4C meeting.

### **Draft Plan for Wetlands**

The Design-Build Team shall prepare a draft mitigation plan in adherence with 33 CFR 332 sections 332.4 through 332.7. It shall include but is not limited to the following information: a

description of the existing site conditions, reference wetland information, proposed conditions and a monitoring plan.

The description of the existing conditions shall include, but is not limited to, the following: a site history, location of jurisdictional wetlands and/or streams, location of fill material in wetlands, stream and/or ditch locations, vegetation communities, hydrology, soils, threatened or endangered species, adjacent land use and any constraints to work. The document shall address any unresolved constraints, concerns and coordination stated in the feasibility study.

The referenced wetland information shall include, but is not limited to, the following: target hydrology data, reference vegetation communities, target ground elevations, soils and hydrogeomorphology.

The description of proposed conditions shall include, but is not limited to, the following: mapped areas of wetland restoration, enhancement and restoration and corresponding acreage of each, construction and silvicultural activities, timeline of activities, proposed hydrology, sediment and erosion control plan, and planting plan.

A post construction monitoring plan shall include the success criteria and methodology for monitoring the site.

### **Draft Plan for Streams**

The Design-Build Team shall prepare a draft mitigation plan in adherence with 33 CFR 332 sections 332.4 through 332.7. The draft plan shall include but is not limited to the following tasks and information.

The Design-Build Team shall conduct a survey of the existing channel features and adjacent areas to adequately define the stream morphology and to prepare the hydraulic model. Additionally, a morphological survey of at least one reference reach in the same region as the project stream shall be conducted to serve as a guide for the design. The existing channel and reference reach surveys shall include channel dimension, pattern, profile, bankfull identification and verification, and appropriate substrate analysis.

The Design-Build Team shall provide a Level II Rosgen geomorphic classification of the existing stream and reference reach. Additionally, the Design-Build Team shall prepare the data for input into the sediment transport analysis and hydraulic model of the existing stream. The following calculations and ratios shall be developed for the existing channel, proposed channel, and reference reach.

1. Stream type (level II).
2. Drainage area (square miles)
3. Bankfull width ( $W_{bkf}$ )(taken in straight section)
4. Bankfull mean depth ( $d_{bkf}$ )
5. Width/depth ratio ( $W_{bkf}/d_{bkf}$ )
6. Bankfull cross sectional area ( $A_{bkf}$ )
7. Bankfull velocity ( $U_{bkf}$ )
8. Bankfull discharge ( $Q_{bkf}$ )
9. Bankfull maximum Depth ( $d_{max}$ )
10. Ratio of bankfull max depth to bankfull mean depth ( $d_{max}/d_{bkf}$ )
11. Width of flood prone area ( $W_{fpa}$ )
12. Entrenchment ratio ( $W_{fpa}/W_{bkf}$ )
13. Meander length ( $L_m$ )
14. Ratio of meander length to bankfull width ( $L_m/W_{bkf}$ )
15. Radius of Curvature ( $R_c$ )
16. Ratio of Radius of Curvature to bankfull width ( $R_c/W_{bkf}$ )
17. Belt width ( $W_{blt}$ )
18. Meander width ratio ( $W_{blt}/W_{bkf}$ )
19. Sinuosity ( $K$ , stream length/valley distance)
20. Average slope ( $S$ )
21. Riffle slope ( $S_{riff}$ )
22. Ratio of riffle slope to mean
23. Pool slope ( $S_{pool}$ )
24. Ratio of pool slope to average slope ( $S_{pool}/S_{ave}$ )
25. Maximum pool depth ( $d_{pool}$ )
26. Ratio of pool depth to average bankfull depth ( $d_{pool} / d_{bkf}$ )
27. Pool width ( $W_{pool}$ )
28. Ratio pool width to bankfull width ( $W_{pool}/ W_{bkf}$ )
29. Pool/pool spacing
30. P/P spacing/ $W_{bkf}$
31. Low Bank Height/Max Bankfull Depth

Within the mitigation plan document, a brief description of existing site conditions shall include stream morphology (Rosgen classification), degrading factors, physiography, land use, plant communities, threatened or endangered species, soils, hydrology, and wetland delineation. The document shall address any unresolved constraints, concerns and coordination stated in the feasibility study. The description of the proposed site shall include proposed stream morphology, planting plan and design assumptions with description of analysis and limiting factors associated with the proposed design and construction. The plan shall include a location map and morphological table for the existing, proposed, and reference channels. The document shall include the existing and proposed channel cross section and plan view.

### **Natural Channel Stream Design**

Data from the existing condition and reference reach surveys shall be used to design the dimension, pattern, and profile of the new channel. The Design-Build Team shall complete the

proposed critical shear stress analysis. This analysis shall be used to ensure that the new channel does not aggrade or degrade. The sediment transport calculations shall be made on the existing channels, the reference reach channels, and the design channels for comparison. The hydrology and hydraulics shall include analysis of the bankfull discharge along with the 10-year, 50-year and 100-year discharge. The hydraulic analysis shall consist of preparing a single section analysis of the existing and proposed stream geometry. The bankfull discharge shall be used to develop the proposed channel dimension and to assess performance while the larger discharges shall be used to assess alteration to the flood stages

### **Site Layout for Wetlands**

The Design-Build Team shall utilize the feasibility study to refine the limits of the wetland mitigation areas. The Design-Build Team shall conduct limited topographic surveys of the proposed wetland mitigation areas to supplement the existing aerial survey and topographic mapping provided by the Department. The surveys shall involve spot elevations in the existing wetlands adjacent to the proposed mitigation areas. The Design-Build Team shall develop the proposed grade elevations based on field visits, the Department aerial survey and topographic mapping, spot elevations, and gauge data. The elevations shall be shown on the existing topographic mapping. The existing and proposed design contours shall be depicted on the plan sheet. The proposed design shall depict all proposed elevations, cut/fill locations, ditch plug locations, site boundary, restoration/enhancement areas, preservation areas, and any additional information necessary to complete construction. The existing and design cross sections shall be plotted and shown on cross section sheets. Typical design cross sections for the site shall be provided. Miscellaneous details, sequencing, etc. shall also be included on the plan sheets. The Design-Build Team shall produce a cut/fill and cross section plan as part of this task.

### **Site Layout for Streams**

The existing and design longitudinal stream profiles of the channel bed shall be plotted. The design longitudinal profile shall call out the station and elevation at heads of riffles, tails of riffles, proposed structures as well as max pool depths and locations. The bankfull stage shall be used as a control elevation to ensure that the bank height ratio is near or equal to one. The longitudinal profile shall be iterative and proposed slopes shall be based on design parameters and hydraulic analysis while also maintaining a bank height ratio of one. The existing and design cross sections shall be plotted and shown on cross section sheets. Typical design cross sections for straight sections and pools shall be shown. Cross sections shall be iterated to ensure that the design bankfull dimensions are maintained while maintaining a low bank height ratio.

The Design-Build Team shall develop the horizontal alignments of the proposed channels. This shall include computing the horizontal and vertical location of key channel features that are necessary for construction, including the centers of radius of curvature, head of riffles, structure locations, and grade controls.

The morphological tables for existing, proposed and reference channels shall be provided on a detail sheet. Miscellaneous details, sequencing, etc. shall also be included on the plan sheets. The Design-Build Team shall produce a construction-staking plan as part of this task.

### **Preliminary Construction Plans (60% Design)**

The Design-Build Team shall prepare preliminary wetland restoration/enhancement and stream design plans based on the roadway plans for each site. The Design-Build Team shall include a morphological table in the detail sheets. The design plans shall consist of the following items in plan view on Roadway Plan Sheets (Scale 1:50).

For Wetlands:

- Typical sheet
- Detail sheet
- Existing conditions plan sheet - Include existing topography
- Proposed design plan sheet - Include contours
- Cross section layout sheet
- Planting plan detail sheet
- Cross sections sheet by station number

For Streams:

- Stream plan view on the Roadway Plan Sheet (Scale 1:50)
- One detail sheet to include:
  - Details-utilize NCDOT Standard Natural Stream Details (to be provided by the Department to the Design-Build Team)
  - Riffle and Pool typical sections
  - Profile with in-stream structure data
  - Horizontal curve data

The Design-Build Team shall provide 60% plans for review by the Project Development and Environmental Analysis Branch-Natural Environment Engineering Group a minimum of seven (7) weeks prior to the 4C meeting. The Department will return comments on these plans with the comments on all permit impact sheets.

### **Prepare Final Design Plan and Mitigation Plan**

The Design-Build Team shall address the Regulatory Agencies and NCDOT's comments immediately after review of the 60% design plans and 4C meeting. The Design-Build Team shall complete the requested changes and submit the mitigation and design plans to NCDOT for 90% review by the NEU ICI and Engineering groups. Once the 90% review comments are addressed, the final mitigation and design plan shall be submitted with all information necessary to complete construction, as well as the project special provisions and specifications. The Design-Build Team shall include the final RFC wetland and stream construction plans with the RFC set of roadway construction plans.

**Site Construction**

NCDOT NEU ICI and Engineering Group staff shall be contacted for field review and approval of site stake out before construction begins.

**Wetland Construction**

Construction of the wetland mitigation site shall be done in accordance with the approved permit drawings, mitigation plan, design/construction plans, and special provisions. The Design-Build Team shall follow all NCDOT standards and specifications set forth in the construction plans. The Design-Build Team shall ensure that the site designer shall be on-site as needed during the construction of the wetland mitigation. Any and all alterations/changes to the approved design shall be approved by the Department/ Engineer prior to incorporation. All changes to the approved design shall be noted and included in the as-built plans. The as-built plans for the wetland mitigation shall be submitted to NCDOT within 60 days of completion of the construction to meet permit requirements. The Design-Build Team shall be responsible for any and all remediation activities at the sites through the end of the required Twelve-Month Guarantee period as described elsewhere in this RFP or for a longer period as offered by the Design-Build Team in their Technical Proposal. The Design-Build Team shall also be responsible for establishing any post construction monitoring criteria as stated in the approved permit/ mitigation plan. This includes but is not limited to vegetation plots, groundwater and surface water monitoring gauge installation, and photo point locations. The Department shall provide all the groundwater and surface water monitoring gauges to the Design-Build Team for installation. The groundwater and surface water monitoring gauges shall be installed according to the Department's established installation protocol. The Design-Build Team shall use GPS and MicroStation to identify the locations of all vegetation plots, groundwater and surface water gauges, and photo point locations. This information shall then be provided to NCDOT in electronic, as well as hard copy, format within 60 days of completion of construction.

**Stream Construction**

Construction of the stream shall be done in accordance with the approved permit drawings, mitigation plan, and design/construction plans. The Design-Build Team shall follow all NCDOT standards and specifications set forth in the construction plans. The Design-Build Team shall ensure that the stream designer shall be on-site as needed during the construction of the stream. Any and all alterations/changes to the approved design shall be approved by the Department/Engineer prior to incorporation. All changes that are made as a result of, but not limited to, the existing field conditions shall be noted and included in the as-built plans. The as-built plans for the stream relocations/ mitigation shall be submitted to NCDOT within 60 days of completion of the stream to meet permit requirements. The Design-Build Team shall be responsible for any and all remediation activities at the sites through final acceptance of the roadway project. The Design-Build Team shall also be responsible for establishing any post construction monitoring criteria as stated in the approved permit/mitigation plan. This includes, but is not limited to, permanent cross sections, longitudinal profile stationing, vegetation plots, and photo point locations. The Design-Build Team shall use GPS and MicroStation to compile



this information. This information shall then be provided to NCDOT in electronic, as well as hard copy, format within 60 days of completion of construction.

### **Compensation**

All preconstruction costs associated with on-site mitigations shall be included in the lump sum price bid for the entire project. Since the quantity of on-site mitigation is dependent on the Merger Process and is not yet known, the Design-Build Team shall not include the cost of constructing on-site stream and wetland mitigation in the lump sum price bid for the entire project. Instead, payment shall be made for this construction as Extra Work in accordance with Article 104-8(a) of the Standard Specifications for every foot and tenth of an acre of mitigation that is (1) approved for use by the agencies and NCDOT during the permitting process; (2) is built in accordance with NCDOT standards; and (3) is accepted by the Engineer at the completion of the project. The payments for mitigation construction will be at a unit price of \$200 per linear foot of stream and \$1,200 per tenth of an acre of wetland.

The unit price shall be full compensation for construction of this mitigation; designer on-site as needed; installation of Department-supplied monitoring gauges; production of mitigation as-built plans; all remediation activities necessary until the end of the required Twelve-Month Guarantee period as described elsewhere in this RFP or for a longer period as offered by the Design-Build Team in their Technical Proposal; and development of location plans of all vegetation plots, monitoring gauges, cross sections, longitudinal profile, and photo point locations.

**GEOENVIRONMENTAL SCOPE OF WORK** (9-9-11)**I. DEFINITION**

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

**II. DESCRIPTION OF WORK**

The Department will clear the project limits of fuel tanks and contaminated material for the sites noted below. In the unlikely event that the Design-Build Team encounters unknown contaminated materials, these materials will be handled in accordance with Article 107-26 of the Standard Specifications.

The J. Issac Gurley, Farms, Inc. Property, Parcel 59 reportedly operated three 100 gallon underground fuel storage tanks to service their farm equipment. All three tanks were reportedly removed in the 1980's. Contaminated soil and or groundwater associated with the fuel tanks and other farm activities may be present on the property.

The Malcolm Gurley Property, Parcel R-2554BA\_043, was acquired under project R-2554BA. One 275 gallon home heating oil underground storage and one 300 gallon gasoline tank were removed by the Department in July 2008. Contaminated soil remains in the vicinity of the home heating oil tank at a depth of approximately 13 feet below existing grade. This property has already been graded in anticipation of the project and so no excavation that would warrant further removal of contaminated material is anticipated.

Contaminated materials need only be removed from these sites if excavation extends into the contaminated zones. Therefore, the Design-Build Team shall avoid or minimize excavation within the limits of the areas defined above. If the Design-Build Team's design is such that excavation is required in the Areas of Known or Potential Contamination shown in the provided reports, the extent of that anticipated excavation shall be noted in the Technical Proposal.

**Right of Way Acquisition**

The Design-Build Team shall adhere to all Right of Way Branch procedures regarding the acquisition of contaminated property and if applicable, any Right of Way Acquisition Recommendations provided by the Department. The Design-Build Team shall notify the **Transportation Program Management Director** in writing of any underground fuel, chemical, or heating oil tanks found during property appraisals. The Department shall require 30 business days to investigate the property and provide right of way recommendations after receiving written notification from the Design-Build Team.

If additional right of way beyond what is shown on the Public Hearing Map is required on any of the investigated properties, the Department shall require 30 business days to review the plans and provide right of way recommendations. The Department will require 30 business days to remove any contaminated material or tanks from the property after receiving written notification from the Design-Build Team that the property has been acquired.

### **III. INFORMATION PROVIDED BY NCDOT:**

- Right-of-Way Recommendations, the J. Issac Gurley, Farms, Inc. Property, Parcel R-2554BB\_059
- Underground Storage Tank Closure Report, Former Malcolm Gurley Property, Parcel R-2554BA\_043
- Design file for areas of Known and Potential Soil Contamination

**TRAFFIC MANAGEMENT SCOPE OF WORK** (9-9-11)**I. Traffic Management Plans****A. Design Parameters**

The Design-Build Team shall prepare the Traffic Management Plans which includes the Temporary Traffic Control Plan, the Traffic Operations Plan, the Public Information Plan as it relates to the Traffic Control Devices and temporary pavement markings for this project following the parameters listed below.

For additional information regarding the components of the Traffic Management Plan, review the *Work Zone Safety and Mobility Policy* found on the Work Zone Traffic Control Website at:

**<http://www.ncdot.gov/doh/preconstruct/wztc/>**

1. Maintain the existing travel lanes and the existing lane and paved shoulder widths on all roadways unless otherwise permitted in this scope of work.
2. Traffic control devices shall be located a minimum 2-foot offset (shy distance) from the edge of an open travel lane.
3. Use of temporary barrier systems shall be shown on the Traffic Management Staging Concept. Temporary barrier systems shall be designed in accordance with the following requirements:
  - Perform an Engineering Study to determine the need for temporary barrier that considers clear zone distances, roadway geometry, anticipated construction year traffic volumes, traffic speeds, roadside geometry, workers safety, pedestrian safety, etc. in accordance with the *FHWA Final Rule on Temporary Traffic Control Devices (23 CFR 630 Subpart K)*.
  - Reference the NCDOT Work Zone Traffic Control website noted below for examples and Guidelines on the Use of Positive Protection in Work Zones.

**<http://ncdot.org/doh/preconstruct/wztc/DesRes/English/DesResEng.html>**

- The Design-Build Team shall adhere to the Roadside Design Guide in determining the length of need, flare rate and clear zone. The Design-Build Team shall adhere to the possible deflection of the proposed temporary barrier system in accordance with NCHRP-350 deflections from crash testing. Providing less than the minimum deflection distance shall require the use of anchored temporary barrier systems in accordance with the NCDOT 2006 *Standard Specifications for Roads and Structures*.

**<http://ncdot.org/doh/preconstruct/wztc/DesRes/English/DesResEng.html>**

- The Design-Build Team shall not place temporary barrier systems utilized for traffic control on unpaved surfaces.
4. The design speed for temporary alignments of NC and US routes shall not be lower than the current posted speed limit.
  5. The lowest allowable design speed for temporary alignments on secondary roads shall be the higher of 10 mph below the posted speed limit or 35 mph.
  6. Roadway Standard Drawing 1101.11 shall be used for calculating the length of temporary merges for lane closures and temporary traffic shifts. All temporary alignments shall adhere to the *NCDOT Roadway Design Manual, 2004 AASHTO A Policy on Geometric Design of Highways and Streets* and the most current *Highway Capacity Manual*. All traffic shifts operational for longer than three days shall be considered a temporary alignment.
  7. Changes in pavement cross slopes shall only occur on a lane line or lane midpoint, except in merges, shifts and temporary alignments, and shall not exceed 0.04.
  8. Maintain access to all residences, schools, bus stops, mass transit facilities (park and ride lots), emergency services and businesses at all times.
  9. Traffic traveling in the same direction shall not be split. (i.e. separation by any type of barrier, bridge piers, existing or proposed median, etc.).
  10. Prior to incorporation, obtain written approval from the Engineer for all road closures.
  11. Prior to incorporation, all offsite detour routes shall be approved in writing by the Engineer and adhere to the following requirements:
    - Except as allowed in ICT #2 US 70, US 13 and SR 1556 shall not be closed.
    - The Design- Build Team shall be responsible for investigating all detour routes including but not limited to, analyzing traffic capacity, investigating impacts to emergency services and schools, analyzing design characteristics to ensure the design supports the traffic volumes, and investigating pavement structural adequacy including any bridge postings on the detour route.
    - The Design-Build Team shall determine and provide improvements required to accommodate detoured traffic prior to utilizing detour routes.
    - Offsite detours that have non-signalized at-grade railroad crossings shall not be allowed.
    - Submit the detour route and all associated sign designs for review and acceptance prior to incorporation.

12. On all roadways within the project limits, the Design-Build Team shall provide safe access for wide-loads and oversized permitted vehicles through the work zone. Safe access shall entail, but is not limited to, a sufficient pavement structure (Reference the Pavement Management Scope of Work found elsewhere in this RFP), required vertical clearance and minimum clear widths as follows:

<b>Roadway</b>	<b>Minimum Clear Width</b>
US 70	20 feet
All other roadways	18 feet

13. The Design-Build Team shall utilize Changeable Message Signs (CMS) as follows (Reference the Changeable Message Signs Standard Special Provision found elsewhere in this RFP):

- Throughout the project duration, when construction requires shoulders and / or travel lanes to be closed / detoured on US 70, US 13 and / or SR 1556, the Design-Build Team shall provide and operate a minimum of one CMS per direction on the impacted roadway(s) that provides general construction activity information relevant to work zone conditions (i.e. road closures, traffic detours, public information, traffic management, access management etc). The location of these CMSs will be determined by the operation requiring the advance warning. The Design-Build Team shall provide and operate additional CMSs for detour directional purposes and other operations requiring advance warning. These CMS's shall be in addition to any other devices required by the Roadway Standard Drawings.
- Alternate and / or detour routes, CMS locations and CMS messages shall be reviewed and approved by the Engineer prior to incorporation.
- The Design-Build Team shall show approximate CMS locations, along with the respective messages, in the Traffic Control Plans.

14. On all roads, the Design-Build Team shall make all modifications to existing pavement markings, markers and / or signing located outside the project limits that are necessitated by the Traffic Management Plans.

15. The Design-Build Team shall take steps to minimize disruptions to existing roadway facilities during construction and shall demonstrate how the traffic control phasing, minimizes inconvenience to the motorist on all roads.

## **B. Traffic Management Plan Requirements**

The Design-Build Team shall select a Private Engineering Firm (PEF) that has experience designing and sealing Traffic Management Plans for the North Carolina

Department of Transportation (NCDOT) on comparable projects. The Design-Build Team shall list projects in the Technical Proposal that the Traffic Management Designer has developed. This list shall include a description and similarity to the subject project.

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

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

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

**<http://www.ncdot.org/doh/preconstruct/wztc/>**

The Staging Concept shall meet the Contract requirements and be accepted by the Department before the first phase can be submitted. Construction shall not begin until the first phase submittal meets the contract requirements and is accepted by the Department. Construction shall not begin on subsequent phase submittals until they meet the requirements of the Contract and are accepted by the Department. Any changes to the staging concept after acceptance shall require a submittal for review prior to any future phasing submittals can be submitted. All submittals shall follow the 2006 *NCDOT Roadway Standard Drawings*, 2006 *Standard Specifications for Roads and Structures*, the “*Guidelines for Preparation of Traffic Control and Pavement Marking Plans for Design-Build Projects*”, *Manual for Uniform Traffic Control Devices*, and the “*Design-Build Submittal Guidelines*”.

## **II. Project Operations Requirements**

The following are Time Restrictions and notes that shall be included with the Traffic Management Plans General Notes, unless noted otherwise elsewhere in this RFP:

### **A. Time Restrictions**

#### **1. Intermediate Contract Times #1 for Lane Narrowing, Closure, Holiday and Special Event Restrictions**

As a minimum, the Design-Build Team shall maintain the existing number of lanes and lane widths and shall not close or narrow a lane or shoulder during the times below. When traffic is placed into the final pattern for any roadway, that will become the minimal traffic pattern and the following time restrictions shall still apply.

<b>Road Name</b>	<b>Day and Time</b>	<b>Restrictions</b>
US 70, US 13 and SR 1556, including ramps and loops	Monday through Friday	7:00 a.m. to 9:00 a.m.  and 4:00 p.m. to 6:00 p.m.

The Design-Build Team shall not install, reset and / or remove any traffic control device during the times listed above.

In addition, the Design-Build Team shall not close or narrow a lane of traffic on the aforementioned facilities, detain the traffic flow or alter the traffic flow on or during holidays, holiday weekends, special events or any other time when traffic is unusually heavy, including the following schedules:

- (a) For New Year's between the hours of 7:00 a.m. December 31<sup>st</sup> to 6:00 p.m. January 2<sup>nd</sup>. If New Year's Day is on a Friday, Saturday, Sunday or Monday then from 6:00 p.m. the following Tuesday.
- (b) For Easter, between the hours of 7:00 a.m. Thursday and 6:00 p.m. Monday.
- (c) For Memorial Day, between the hours of 7:00 a.m. Friday and 6:00 p.m. Tuesday.
- (d) For Independence Day, between the hours of 7:00 a.m. July 3<sup>rd</sup> and 6:00 p.m. July 5<sup>th</sup>. If Independence Day is on a Friday, Saturday, Sunday or Monday, then between the hours of 7:00 a.m. the Thursday before Independence Day and 6:00 p.m. the Tuesday after Independence Day.
- (e) For Labor Day, between the hours of 7:00 a.m. Friday and 6:00 p.m. Tuesday.
- (f) For Thanksgiving Day, between the hours of 7:00 a.m. Tuesday and 6:00 p.m. Monday.
- (g) For Christmas, between the hours of 7:00 a.m. the Friday before the week of Christmas Day and 6:00 p.m. the following Tuesday after the week of Christmas Day.
- (h) For the Wings over Wayne airshow between the hours of 7:00 a.m. and 6:00 p.m. the day of the event. (The Wings over Wayne airshow is typically held in April or May)

**Liquidated Damages for Intermediate Contract Time #1 for the above lane narrowing, lane closure, holiday and special event time restrictions for, US 70, US 13 and SR 1556, including ramps and loops, are \$250.00 per hour or any portion thereof.**



## 2. Intermediate Contract Times #2 for Road Closure Restrictions for Construction Operations

As a minimum, the Design-Build Team shall maintain the existing traffic pattern for all roadways and follow the road closure restrictions listed below. When a road closure is used, the Design-Build Team shall reopen the travel lanes by the end of the road closure duration to allow the traffic queue to deplete before re-closing the roadway.

The Design-Build Team shall not close any direction of travel for the following roads during the times noted below. Closure of these roads shall only be allowed for the operations listed below:

Road Name	Day and Time	Restrictions
US 70, US 13 and SR 1556, including ramps and loops	Sunday through Saturday	5:00 a.m. to 12:00 a.m. (midnight)

Maximum road closure duration of **30 minutes** shall be allowed for the roadways listed above for the following operations:

- Girder installation
- Installation of overhead sign assemblies over travel lanes
- Traffic shifts

Proposed road closures for any road within the project limits shall be approved by the Engineer prior to incorporation in the Traffic Management Plans.

**Liquidated Damages for Intermediate Contract Time #2 for the above road closure time restrictions for US 70, US 13 and SR 1556, including ramps and loops, are \$250.00 per 30-minute period or any portion thereof.**

## 3. Intermediate Contract Time #3 for offsite detours

Proposed road closures shall be approved by the Engineer prior to incorporation in the Traffic Management Plans. The Design-Build Team shall complete the work required of an approved offsite detour as shown on the accepted Traffic Control Plans and within the duration committed to in the Technical Proposal. Offsite detours for US 70, US 13 and SR 1556 will not be allowed.

The date of availability for this intermediate contract time will be the day that the Contractor shifts traffic from the existing pattern to the offsite detour.

The duration of the road closure committed to in the Technical Proposal will be used to determine the completion date the road will be reopened. This completion date will be used to assess liquidated damages in accordance with ICT #3.

**Liquidated Damages for Intermediate Contract Time #3 for each offsite detour are \$2000.00 per day or any portion thereof.**

#### **4. Hauling Restrictions**

The Design-Build Team shall adhere to the hauling restrictions noted in the NCDOT 2006 *Standard Specifications for Roads and Structures*.

The Design-Build Team shall conduct all hauling operations as follows:

- The Design-Build Team shall not conduct any hauling operations against the flow of traffic of an open travelway unless an approved temporary traffic barrier or guardrail separates the traffic from the hauling operation.
- The Design-Build Team shall not haul on US 70, US 13, and SR 1556 during the holiday and special events time restrictions listed as Items (a) – (h) in Intermediate Contract Time #1, unless the hauling operation occurs completely behind temporary traffic barrier or guardrail and does not impact US 70, US 13, and SR 1556 traffic operations.
- All entrances and exits for hauling to and from the work zone shall follow the Roadway Standard Drawings.
- The Design-Build Team shall minimize the hauling access points to the greatest extent practicable. Hauling access point locations shall be chosen by the Design-Build Team and approved by the Department. Hauling entrances, exits and crossings shall be shown on the Transportation Management Plan.

Hauling operations that perpendicularly cross a roadway shall require Traffic Control and is subject to the time restrictions, and holiday, holiday weekend and special event restrictions listed in ICT #1 and #2.

The Design-Build Team shall address how hauling will be conducted in the Technical Proposal, including but not limited to, hauling of any materials to and from the site and hauling material within the NCDOT right of way.

The Design Build Team shall monitor peak periods during construction and minimize hauling during these times beyond the times listed above.

#### **B. Lane and Shoulder Closure Requirements**

The Design-Build Team shall remove lane closure devices from the lane when work is not being performed behind the lane closure or when a lane closure is no longer needed.

When personnel and / or equipment are working within 15 feet of an open travel lane, the Design-Build Team shall close the nearest open shoulder using NCDOT 2006 Roadway

Standard Drawing No. 1101.04, unless the work area is protected by an approved temporary traffic barrier or guardrail.

When personnel and / or equipment are working on the shoulder adjacent to an undivided facility and within five feet of an open travel lane, the Design-Build Team shall close the nearest open travel lane using NCDOT 2006 Roadway Standard Drawing No. 1101.02, unless the work area is protected by an approved temporary traffic barrier or guardrail.

When personnel and / or equipment are working on the shoulder adjacent to a divided facility and within 10 feet of an open travel lane, the Design-Build Team shall close the nearest open travel lane using NCDOT 2006 Roadway Standard Drawing No. 1101.02, unless the work area is protected by an approved temporary traffic barrier or guardrail.

When personnel and / or equipment are working within a lane of travel of an undivided or divided facility, the Design-Build Team shall close the lane using the appropriate roadway standard drawing from the NCDOT 2006 *Roadway Standard Drawings*. The Design-Build Team shall conduct the work so that all personnel and / or equipment remain within the closed travel lane.

The Design-Build Team shall not perform work simultaneously within 15 feet on both sides of an open travelway, ramp, or loop within the same location unless protected with guardrail or barrier.

The Design-Build Team shall not install more than three miles of lane closure on any roadway measured from the beginning of the merge taper to the end of the lane closure.

The Design-Build Team shall not install more than one lane closure in any one direction on a two-lane, two-way undivided roadway. A lane closure may be installed in opposing directions on a two-lane, two-way undivided roadway (maximum of one in each direction) as long as a minimum distance of 4 miles is maintained between the lane closure limits.

The Design-Build Team shall not install more than one lane closure in any one direction on a multi-lane divided roadway. A lane closure may be installed in opposing directions on a multi-lane divided roadway (maximum of one in each direction) spaced as needed.

### **C. Pavement Edge Drop off Requirements**

The Design-Build Team shall backfill at a 6:1 slope up to the edge and elevation of the existing pavement in areas adjacent to an opened travel lane that has an edge of pavement drop-off as follows:

- Drop-offs that exceed 2 inches on roadways with posted speed limits of 45 mph or greater.
- Drop-offs that exceed 3 inches on roadways with posted speed limits less than 45 mph.

- Refer to the 2002 *AASHTO Roadside Design Guide* for proper treatment of all other conditions.

Do not exceed a difference of 2 inches in elevation between open lanes of traffic for nominal lifts of 1.5 inches. Install advance warning “UNEVEN LANES” signs (W8-11) 1000 feet in advance and a minimum of every half mile throughout the uneven area.

#### **D. Traffic Pattern Alterations**

The Design-Build Team shall notify the Engineer in writing at least twenty-one (21) calendar days prior to any traffic pattern alteration. (Reference the Public Information Scope of Work found elsewhere in this RFP for public information requirements)

#### **E. Signing**

The Design-Build Team shall install advance work zone warning signs when work is within 40 feet from the edge of travel lane and no more than three days prior to the beginning of construction.

When no work is being conducted for a period longer than one week, the Design-Build Team shall remove or cover all advance work zone warning signs, as directed by the Engineer. Stationary work zone warning signs shall be covered with an opaque material that prevents reading of the sign at night by a driver traveling in either direction.

When portable work zone signs are not in use for periods longer than 30 minutes, the Design-Build Team shall lay the portable work zone sign flat on the ground and collapse the sign stand and lay it flat on the ground.

The Design-Build Team shall be responsible for the installation and maintenance of all detour signing and devices required for road closures. The Design-Build Team shall cover or remove all detour signs within and off the project limits when a detour is not in operation.

The Design-Build Team shall ensure proper signing (including but not limited to guide signs) is in place at all times during construction, as required by the *MUTCD*.

#### **F. Traffic Barrier**

The Department will not provide any type of barrier for this project. The Design-Build Team shall use only an NCDOT approved temporary traffic barrier system and adhere to the following requirements:

- Install temporary traffic barrier system a maximum of two (2) weeks prior to beginning work in any location. Once the temporary traffic barrier system is installed at any location, proceed in a continuous manner to complete the proposed work in that location.

- Once the temporary traffic barrier system is installed and no work has been or will be performed behind the temporary traffic barrier system for a period longer than two (2) months, remove / reset the temporary traffic barrier system unless the barrier is protecting traffic from a hazard.
- Install temporary barrier with the traffic flow beginning with the upstream side of traffic. Remove temporary barrier against the traffic flow beginning with the downstream side of traffic.
- Install and space drums no greater than twice the posted speed limit (mph) to close or keep the section of the roadway closed until the temporary traffic barrier system can be placed or after the temporary traffic barrier system has been removed.
- Protect the approach end of the temporary traffic barrier system at all times during the installation and removal of the barrier by either a truck mounted impact attenuator (maximum 72 hours) or a temporary crash cushion.
- Protect the approach end of the temporary traffic barrier system from oncoming traffic at all times by a temporary crash cushion unless the approach end of the temporary traffic barrier system is offset from oncoming traffic as follows:

<b>Posted speed limit (mph)</b>	<b>Minimum offset (feet)</b>
40 or less	15
45 - 50	20
55	25
60 mph or higher	30

- The Design-Build Team shall be responsible for providing proper connection between the existing bridge rails and temporary barrier systems and include this information in the appropriate plans.

### **G. Traffic Control Devices**

The Design-Build Team shall use traffic control devices that conform to all NCDOT requirements and are listed on the Approved Products List. The Approved Products List is shown on NCDOT's Work Zone Traffic Control website at <http://www.ncdot.org/doh/preconstruct/wztc/>. The use of any devices that are not shown on the Approved Product List shall require written approval from the Transportation Program Management Director prior to incorporation.

Channelizing device spacing shall not exceed a distance in feet equal to twice the posted speed limit. Channelization devices shall be spaced 10 feet on-center in radii. Channelization devices shall be 3 feet off the edge of an open travelway, when lane closures are not in effect. Skinny drums shall only be allowed as defined in Section 1180 of the 2006 NCDOT Standard Specifications for Roads and Structures.

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

Place sets of three drums perpendicular to the edge of the travelway on 500-foot centers when unopened lanes are closed to traffic. These drums shall be in addition to channelizing devices.

When a CMS is placed within the clear zone, provide proper delineation and protection for the traveling public.

## H. Temporary Pavement Markings, Markers and Delineation

The Design-Build Team shall provide Temporary Pavement Marking Plans that meet the requirements of the RFP and the *Guidelines for Preparation of Traffic Control and Pavement Marking Plans for Design-Build Projects*.

The Design-Build Team shall use pavement marking and marker products that conform to all NCDOT requirements and are listed on the NCDOT Approved Products List. The list is available at <http://www.ncdot.org/doh/preconstruct/traffic/congestion/sign/>. The use of any devices that are not shown on the NCDOT Approved Products List shall require approval from the Transportation Program Management Unit Director prior to incorporation.

The Design-Build Team shall install pavement markings and markers in accordance with the NCDOT 2006 *Standard Specifications for Roads and Structures*, and in accordance with the manufacturer's procedures and specifications.

The Design-Build Team shall install temporary pavement markings that are the same width as existing pavement marking on all roadways. For roadways that do not have existing pavement marking, install temporary pavement markings that are the same width as required in the Pavement Marking Scope of Work for the final pavement marking.

The Design-Build Team shall install temporary pavement markings and temporary pavement markers on the interim surface or temporary pattern as follows:

Road	Marking	Marker
All Roads	Minimum of Paint	Raised Temporary
All Structures	Cold Applied Plastic Type IV - Removable Tape	Raised Temporary

The Design-Build Team may use any type of pavement markings on the NCDOT Approved Products List for temporary patterns. However, the Design-Build Team shall maintain a minimum retroreflectivity for pavement markings on all roads (existing and temporary markings) at all times during construction, as follows:

White:	125 mcd / lux / m2
Yellow:	100 mcd / lux / m2

When using Cold Applied Plastic (Type IV) pavement markings, place temporary raised markers half on and half off edgelines and centerlines to help secure the tape to the roadway. Markers shall be spaced the appropriate distance apart as described by the 2006 *Roadway Standard Drawing* 1250.01, Sheet 1 of 3.

**\*\* NOTE \*\* Deleted paint application requirements**

Tie proposed pavement marking lines to existing pavement marking lines.

Remove / Replace any conflicting / damaged pavement markings and markers by the end of each day's operation.

Prior to opening a roadway to traffic on facilities that the installation of a proposed monolithic island has not occurred, outline the location of the proposed monolithic island with the proper color pavement marking.

With the exception of Cold Applied Plastic Type IV – Removable Tape, the Design-Build Team shall not place temporary markings on any final pavement surface unless the temporary markings are placed in the exact location of the final pavement markings.

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

## **I. Temporary Traffic Signals**

Use the following notes if the Design-Build team recommends using temporary signals for maintenance of traffic:

- Notify the Engineer in writing a minimum of two months before a traffic signal installation is required.
- Shift and revise all signal heads as shown on the accepted Design-Build Signal Plans.

**J. Miscellaneous**

Provide portable temporary lighting to conduct night work in accordance with the NCDOT 2006 *Standard Specifications for Roads and Structures*.

Provide proper drainage for all temporary alignments and / or traffic shifts.

Law enforcement officers may be used to maintain traffic through the work area and / or intersections. The Design-Build Team shall:

- Be responsible for coordinating with the law enforcement agency for the use of law enforcement officers.
- Only utilize officers who are outfitted with law enforcement uniforms and marked vehicles, which are equipped with proper lights mounted on top of the vehicle and agency emblems.

In the Technical Proposal, the Design-Build Team shall address where and how law enforcement officers will be used.

The Department will not grant an ordinance for a \$250 penalty for speeding in the work zone for this project.

The Department will not grant a speed reduction ordinance for this project.

Coordinate with the NCDOT Resident Engineers in charge of any project in the vicinity of this project for any work that may affect the construction and the temporary traffic control of this project.

Coordinate with NCDOT Resident Engineers in charge of any project in the vicinity of this project to determine the placement of advance warning signs on all roads within the project limits.

The Design-Build Team shall be responsible for all required temporary shoring, including but not limited to providing, installing, maintaining and removing. Temporary shoring for the maintenance of traffic is defined as shoring necessary to provide lateral support to the side of an excavation or embankment parallel to an open travelway when a theoretical 2:1 (H:V) slope from the bottom of the excavation or embankment intersects the existing ground line closer than 5 feet from the edge of pavement of the open travelway. The Design-Build Team shall identify locations where “temporary shoring for maintenance of traffic” will be required on the Traffic Control Staging Concept. The Design-Build Team shall install temporary traffic barrier as shown on a detail available from the Work Zone Traffic Control Section. This detail provides design information on the temporary traffic barrier location in relation to the temporary shoring and traffic location. The NCDOT Geotechnical Engineering Unit and Work Zone Traffic Control Section websites have



more information on temporary shoring. (Notes related to Temporary Shoring are not required in the General Notes sheet for the Traffic Control Plans)

**<http://www.ncdot.org/doh/preconstruct/highway/geotech/formdet/standards.html>**

**<http://www.ncdot.org/doh/preconstruct/wztc/DesRes/English/TemporaryShoring/TempShoring.pdf>**

The Design-Build Team shall adhere to the additional shoring requirements located on the Work Zone Traffic Control Section and Geotechnical Engineering Unit websites.

The Design-Build Team shall identify on the appropriate traffic control detail where temporary shoring will be used by providing station limits, offsets, type of shoring and where temporary traffic barrier will be located if needed.

**PAVEMENT MARKINGS SCOPE OF WORK** (8-4-11)**General**

The Design-Build Team shall prepare Final Pavement Marking Plans in accordance with the 2009 edition of the *Manual on Uniform Traffic Control Devices (MUTCD)*, the NCDOT Roadway Standard Drawings (July 2006), “*Guidelines for Preparation of Traffic Control and Pavement Marking Plans for Design-Build Projects*”, the “*Design-Build Submittal Guidelines*” and the contract requirements contained herein.

**Final Pavement Marking Plan Requirements**

The Design-Build Team shall select a Private Engineering Firm (PEF) that has experience designing and sealing Pavement Marking Plans for NCDOT on comparable projects. The Design-Build Team shall list project in the Technical Proposal, including description and similarity to the subject project, that the PEF developed Pavement Marking Plans.

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

**Final Pavement Marking Project Limits**

The Final Pavement Marking Plans shall address any required modifications to existing pavement markings located outside the project limits to ensure appropriate tie-ins. The Design-Build Team shall be responsible for installing all pavement markings and markers located within and outside the project limits, resulting from the project construction.

**Pavement Markings, Markers and Delineation**

The Design-Build Team shall not place any final pavement markings and markers until the Final Pavement Marking Plans have been accepted by the Department.

The Design-Build Team shall use pavement marking and marker products that conform to all NCDOT requirements and are listed on the NCDOT’s Approved Products List. The use of any devices that are not shown on the Approved Product List shall require written approval from the NCDOT Signing and Delineation Unit.

The Design-Build Team shall install pavement markings and markers in accordance with the NCDOT 2006 *Standard Specifications for Roads and Structures*, and in accordance with the manufacturer’s procedures and specifications.

The Design-Build Team shall install pavement markings and pavement markers on the final surface as follows:

<b>Road</b>	<b>Marking</b>	<b>Marker</b>
All Asphalt Surfaces	Thermoplastic	Snowplowable (Raised on Concrete Bridge Decks) or match existing
All Concrete Surfaces	Polyurea with Highly Reflective Elements *	Snowplowable (Raised on Concrete Bridge Decks) or match existing

\* Using polyurea or epoxy pavement marking material, install black contrast markings on -L-Line skips on concrete pavement in accordance with the Black-White Combination / 10' White Skip Lines / 10' black Skip Lines Detail dated October 20, 2010. As applicable, provide epoxy pavement marking material in accordance with the Epoxy Pavement Material Project Special Provision found elsewhere in this RFP.

On concrete surfaces, use Heated-in-Place Thermoplastic or Cold Applied Plastic (Type II or III) markings for stop bars, symbols, characters and diagonals.

On asphalt surfaces, use Heated-in-Place Thermoplastic or Extruded Thermoplastic markings for stop bars, symbols, characters and diagonals.

Prior to placing pavement marking material on concrete surfaces, use water blasting (hydro blasting) or grinding to remove curing compound and surface laitance.

Prior to placing pavement marking material on concrete surfaces that are diamond ground, remove longitudinal grooves by grinding.

On all Full Control of Access interstate facilities and US Routes use 6-inch wide pavement markings, i.e., lane lines, edge lines and skips for the final pavement markings. All gore lines shall be twice the edge line thickness.

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

The Design-Build Team shall replace any pavement markings that have been damaged by the end of each day's operation.

**RIGHT OF WAY SCOPE OF WORK** (9-9-11)

As shown on the R-2554C Right of Way Plans provided by the Department, the NCDOT has acquired right of way, easements and control of access for Project R-2554C. As shown on the R-2554BB Preliminary Plans provided by the Department, the NCDOT has also acquired all right of way, easements and control of access for those parcels on the R-2554BB Project listed below. In the event that additional right of way, easements and / or control of access are needed to construct the project beyond that which has already been acquired by the Department, the Design-Build Team shall acquire the additional right of way, easement and / or control of access in accordance with the provisions of this scope of work.

The cost of the right of way, easement and control of access, as shown on the R-2554C Right of Way Plans provided by the Department, and as shown for the parcels noted below on the R-2554BB Preliminary Plans provided by the Department, has been borne by the Department. The cost of both the acquisition services and the actual cost of any additional right of way, easement and / or control of access as required by the Design-Build Team's design or construction methods (including all erosion control measures), beyond that shown on the R-2554C Right of Way Plans provided by the Department, and beyond that shown for the parcels noted below on the R-2554BB Preliminary Plans provided by the Department, shall be the responsibility of the Design-Build Team. The following exception applies to this paragraph:

If the Design-Build Team demonstrates to the Department's satisfaction that the project cannot be constructed, or utilities relocated / constructed, within the right of way, easements and / or control of access as shown on the R-2554C Right of Way Plans provided by the Department, and as shown for the parcels noted below on the R-2554BB Preliminary Plans provided by the Department, the Department will bear the cost for the portion of the additional right of way, easement and / or control of access that is satisfactorily demonstrated by the Design-Build Team as needed to construct the facility.

**As shown on the R-2554BB Advance Acquisitions electronic file dated July 11, 2011, the Department has acquired the right of way, easement and control of access for the following parcels on R-2554BB:**

Parcel Nos. 909, 911, 916, 919, 920 and 924

**For all right of way, easements and / or control of access required for those parcels on R-2554BB not noted above the following shall apply:**

With respect to the payments, costs and fees associated with the acquisition of right of way, easements and / or control of access, the Department will be responsible for only direct payments to property owners for negotiated settlements, recording fees, any relocation benefits, and deposits and fees involved in the filing of condemnation of any claims. The Department will assume responsibility for all costs associated with the litigation of condemned claims, including testimony by the appraiser(s). The Design-Build Team shall be responsible for all other acquisition services related payments, costs and fees, including but not limited to attorney fees required for all non-condemnation acquisitions.

**For all additional right of way, easements and / or control of access required by the Design-Build Team's design, including all design revisions required by this RFP, and / or construction methods, the Design-Build Team shall carry out the following responsibilities:**

- The Design-Build Team shall employ qualified, competent personnel who are currently **approved by the NCDOT Right of Way Branch** to provide all services necessary to perform all appraisal, appraisal review, negotiation and relocation services required for completion of the project in accordance with G.S. 136-28.1 of the General Statutes of North Carolina, as amended, and in accordance with the requirements set forth in the *Uniform Appraisal Standards and General Legal Principles for Highway Right of Way*, the *North Carolina Department of Transportation's Right of Way Manual*, the *North Carolina Department of Transportation's Rules and Regulations for the Use of Right of Way Consultants*, the *Code of Federal Regulations*, and *Chapter 133 of the General Statutes of North Carolina from Section 133-5 through 133-18*, hereby incorporated by reference, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. For a list of firms currently approved, the Design-Build Team should contact Mr. Neal Strickland, in the NCDOT Right of Way Branch, at 919-733-7932, extension 317. The Design-Build Team shall perform the services as set forth herein and furnish and deliver to the Department reports accompanied by all documents necessary for the settlement of claims and the recordation of deeds, or necessary for condemnation proceedings covering said properties.
- A Department representative will be available to provide technical guidance on right of way acquisition procedures and to make timely decisions on approving relocation benefits and approving administrative adjustment settlements on behalf of the Department over and above the authority granted to the Department Right of Way Consultant Project Managers.
- The Design-Build Team shall submit a right of way project tracking report and right of way quality control plan to the Department. The Department standard forms and documents shall be used to the extent possible.
- The Design-Build Team shall provide a current title certificate for each parcel as of the date of closing or the date of filing of condemnation, unless required otherwise in the Department's Right of Way Manual.
- The Design-Build Team shall prepare all Final Condemnation Reports.
- The following shall be required:
  - The Design-Build Team shall prepare, execute and record documents conveying title to acquired properties to the Department with the Register of Deeds.
  - The Design-Build Team shall deliver all executed and recorded deeds and easements to the Department.

- For all property purchased in conjunction with the project, title shall be acquired in fee simple or easement and shall be conveyed to “The North Carolina Department of Transportation”, free and clear of all liens and encumbrances except permitted encumbrances.
- It is understood and agreed by and between the parties hereto that all reports, surveys, studies, specifications, memoranda, estimates, etc., secured by and for the Design-Build Team shall become and remain the sole property of the Department upon termination or completion of the work, and the Department shall have the right to use same for any public purpose without compensation to the Design-Build Team.
- The Design-Build Team shall prepare appraisals in accordance with the Department’s *Uniform Appraisal Standards and General Legal Principles for Highway Right of Way Acquisitions*. The Design-Build Team’s appraiser shall be on the Department’s approved state certified appraiser list. The Design-Build Team may request its state certified appraiser be added to the approved state certified appraiser list, subject to approval by the Department’s State Appraiser.
- The Design-Build Team shall provide appraisal reviews complying with The Department’s *Uniform Appraisal Standards and General Legal Principles for Highway Right of Way Acquisitions*. The reviewer shall determine that the appraisal meets the Department’s guidelines and requirements, conforms to acceptable appraisal standards and techniques, does not include any non-compensable items or exclude any compensable items and that the value conclusions are reasonable and based on facts presented in the appraisal. The reviewer has the authority to approve, adjust, request additional data or corrections, or not to recommend and request another appraisal. The reviewer has the authority to approve appraisals not in excess of \$750,000.00. All appraisals showing compensation in excess of \$750,000.00 shall be referred to the Department’s State Appraiser for approval, with the written recommendation of the reviewer. The Design-Build Team’s reviewer shall be on the Department’s approved state certified reviewer appraiser list. The Design-Build Team may request its state certified review appraiser to be added to the approved state certified reviewer appraiser list, subject to approval by the Department’s State Appraiser. Any appraisal over \$1,000,000.00 must have two appraisals.
- The Design-Build Team shall provide a right of way certification prior to entering the property.

**UTILITIES COORDINATION SCOPE OF WORK** (9-9-11)

The Design-Build Team shall obtain the services of a Private Engineering Firm (PEF) knowledgeable in the NCDOT Utility Coordination Process involved with utility relocation / installation and highway construction. Except for water line and sewer line relocations, the Design-Build Team shall be responsible for coordinating all utility relocations, removals, and / or adjustments where the Design-Build Team and Utility Company, with concurrence from the Department, determine that such work is essential for highway safety and performance of the required highway construction. Coordination shall be for all utilities whether or not they are specifically identified in this scope of work and shall include any necessary utility agreements when applicable. NCDOT will be the approving authority for all utility agreements and approval of plans.

**Cost Responsibility**

The NCDOT will be responsible for all non-betterment utility relocation cost when the utility company has prior rights of way / compensable interest. The utility company shall be responsible for the relocation costs if they can not furnish evidence of prior rights of way or a compensable interest in their facilities. The Design-Build Team shall be responsible for determining the cost responsibility for the utility relocations. The Design-Build Team shall be responsible for all costs associated with utility relocations due to haul roads and / or any other temporary conditions resulting from the Design-Build Team's methods of operation or sequence of work.

**Project Details**

The Design-Build Team shall be responsible for verifying the utility locations, type of facilities, and identifying the utility owners in order to coordinate the relocation of any utilities, known and unknown, in conflict with the project. The following utilities are known to be located within the project construction limits:

<b>Utility Owner</b>	<b>Utility Type</b>	<b>Cost Responsibility</b>
Progress Energy	Distribution and Transmission Power	NCDOT
Tri County EMC	Distribution Power	NCDOT
AT&T	Phone	Utility Owner
CenturyLink	Phone	Utility Owner
Time Warner	Cable	Utility Owner
Suddenlink	Cable	Utility Owner
Eastern Wayne Sanitary District	Water Line	NCDOT (GS 136-27.1)
Fork Township Sanitary District	Water Line	NCDOT (GS 136-27.1)

Belfast - Patetown Sanitary District	Water Line	NCDOT (GS 136-27.1)
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## Water and Sewer

The relocations of the Eastern Wayne Sanitary District, Fork Township Sanitary District and Belfast-Patetown Sanitary District facilities will be performed by others.

The design is currently being completed by McDavid and Associates. The Design-Build Team may contact Mr. Tim Lewis and Mr. Tyndall Lewis of McDavid and Associates at [tal@mcdavid-inc.com](mailto:tal@mcdavid-inc.com) and [ftl@mcdavid-inc.com](mailto:ftl@mcdavid-inc.com), respectively, provided that all correspondence includes a copy to the [designbuild@ncdot.gov](mailto:designbuild@ncdot.gov) email address.

The Department will provide the August 29, 2011 approved preliminary relocation plans developed by McDavid and Associates to the prospective Design-Build Teams. It is anticipated that the relocation of these facilities will be let to construction in two parts. The relocations on the R-2554C section of the project will be let in spring 2012. The relocations for the R-2554BB section will be let concurrently with the finalization of the Design-Build Team's right-of-way acquisition services for the affected parcels.

The relocation plans for water and sewer will be dependent on the Design-Build Team's design. As soon as practicable after execution of the contract, the Design-Build Team shall convene a meeting with McDavid and Associates and the Department. The purpose of this meeting will be to review the Design-Build Team's available design files or Technical Proposal in concert with the preliminarily approved relocation plans for the R-2554C Section. If a change to the relocation plans for this section is required, then McDavid and Associates will revise their plans for review and acceptance by the Department. The Design-Build Team will also review these plans to ensure that the final relocation plans do not conflict with their intended design.

For the R-2554BB section, the Design-Build Team shall coordinate with the Department and McDavid and Associates to ensure that the relocation plans developed by McDavid and Associates may be accommodated. If the Design-Build Team's design is in conflict with the relocation plans, McDavid and Associates shall revise their plans to accommodate the Design-Build Teams' design.

To the greatest extent practicable, the Design-Build Team shall design and construct the project so as not to cause the McDavid and Associates plans to be revised a second time or the relocated facilities to be relocated a second time. Once the aforementioned conflict resolution between the Design-Build Team's design and the McDavid and Associates design has occurred, the Design-Build Team shall be solely responsible for all costs associated with any further revisions to the McDavid and Associates design and / or all costs associated with additional / duplicate utility relocations resulting from the Design-Build Team's design or construction methods.

For the R-2554C section, these facilities will be relocated well in advance of construction. For the R-2554BB section, the Design-Build Team shall inform the Engineer and the Transportation Program Management Director in writing once all parcels are acquired, and all buildings and



appurtenances on those facilities are razed. Once written confirmation of this milestone is received by the Department, these facilities will be relocated within 120 days.

Permits needed for the relocation of these water and sewer facilities will not be the responsibility of the Design-Build Team.

### **Utility Relocation Plans**

In the event of a utility conflict, the Design-Build Team shall request that the utility company submit relocation plans (Highway Construction Plans to be provided by the Design-Build Team to Utility Owners) that show existing utilities and proposed utility relocations for approval by the NCDOT.

The Design-Build Team shall submit (3) three copies of the Utility Relocation Plans to the NCDOT State Utility Agent, via the Transportation Program Management Director, for review and approval prior to relocation work beginning. The Design-Build Team shall also be responsible for submitting the appropriate agreements to be used with the Utility Relocation Plans (See Agreements found elsewhere in this scope of work). After the review process is complete, the NCDOT Utility Coordination Unit will submit one (1) copy of the Utility Relocation Plans, executed agreements and any necessary comments back to the Design-Build Team. The NCDOT Utility Coordination Unit will also submit a copy of the approved Utility Relocation Plans to the Department's Resident Engineer. If the Utility Relocation Plans are approved subject to changes, it shall be the Design-Build Team's responsibility to coordinate these changes with the appropriate utility company.

### **Compensable Interest**

Typically, affidavits, recorded easements or NCDOT agreements can serve as evidence of prior rights. A compensable interest is identified as follows:

- (A) Existing or prior easement rights within the limits of the project, either by recorded right of way or adverse possession (Utility occupying the same location for twenty (20) plus years outside the existing highway rights of way).
- (B) Entities covered under *General Statute 136-27.1* and *136-27.2*. Statute requires the NCDOT to pay the non-betterment cost for certain water, sewer and gas relocations.
- (C) Utilities that have a joint-use agreement that constitutes a compensable interest with entities that have existing or prior easements rights within the project limits.

**Work Performed by Design-Build Team for Utility Owners**

If the Design-Build Team elects to make arrangements with a Governmental Agency or any other utility owner for proposed utility construction, in which the Agency / Utility Owner shall be responsible for the costs of work to be performed by the Design-Build Team, the Design-Build Team shall be responsible for negotiating all costs associated with the proposed construction. Once the Design-Build Team and the Agency / Utility Owner agree on a plan and a lump sum estimated cost for the utility construction, the Design-Build Team shall be responsible for submitting five (5) sets of 11 x 17 utility construction drawings to the State Utility Agent, via the Transportation Program Management Director, for further handling. Each set shall include a title sheet, plan sheets, profiles and special provisions if required. Also, a letter from the Agency / Utility Owner agreeing to the plans and lump sum cost must accompany this package. The NCDOT will reimburse the Design-Build Team the estimated lump sum cost under a Supplemental Agreement. The necessary Utility Agreement to the Agency / Utility Owner for reimbursement shall be a two party agreement between the NCDOT and the Agency / Utility Owner; and will be developed and executed by the Department.

If the Design-Build Team is requested, in writing, by a utility company to relocate facilities not impacted by the project's construction, and / or upgrade or incorporate new facilities as part of the highway construction, designs shall be coordinated with the Utility Owner and NCDOT Utility Coordination Unit. The associated design and construction costs shall be negotiated and agreed upon between the Design-Build Team and the utility company. The Design-Build Team shall develop designs; prepare all plans for needed agreements and permits; submit permits directly to the agencies and obtain approval from the agencies. The Design-Build Team shall be responsible for all permit fees.

**Cable TV**

The cost in relocating CATV due to the highway construction shall be the responsibility of the CATV Company; however, under the following conditions the Department shall bear the relocation expense:

- (A) If the CATV Company can validate a recorded easement for facilities outside the maintained NCDOT rights of way.
- (B) The adjustment is needed on existing utility poles to accommodate a proposed NCDOT Traffic Management System Fiber Optic Communication Cable Project.

The NCDOT will not permit CATV to place poles within the highway rights of way but will allow down guys for their facilities within the highway rights of way. Under most circumstances, the CATV Company will continue a joint-use attachment with the local Power and Telephone Company. If the CATV proposed relocation places buried facilities within the highway rights of way then plans and encroachment agreements shall be required by the NCDOT.

**Communication Cables / Electrical Services for Signals**

Prior to establishing the location for new meter poles, the Design-Build Team shall coordinate with the local Power Distribution company concerning accessibility of E/C service and safety in maintenance of the meter.

All service taps that require a parallel installation within the C/A shall require plans for review and approval by the NCDOT prior to installation.

Preferably, parallel service installations within a C/A shall be buried and located as close to the R/W line as practical. However, due to unusual circumstances the NCDOT may approve aerial installations.

The Design-Build Team shall be responsible for any cost concerning service taps provided by the utility company.

**Adjusting Existing Utilities due to Proposed Traffic Management Systems Fiber Optic Communications Cables**

The Design-Build Team shall be responsible for all costs for coordinating and adjusting any utilities that are in conflict with any proposed ITS or signal communication cables.

**Attachments to existing and / or proposed structures**

No utility attachments to bridges will be permitted on this project.

**General**

The Design-Build Team shall not commence work at locations where the highway construction operations are adjacent to utility facilities, until making arrangements with the utility company to protect against damage that might result in expense, loss, disruption of service or other undue inconvenience to the public or utility owner. The Design-Build Team shall be responsible for damage to the existing or relocated utilities resulting from the Team's operations. In the event of interruption of any utilities by the project construction, the Design-Build Team shall promptly notify the proper authority (Utility Company) and cooperate with the authority in the prompt restoration of service.

The Design-Build Team shall accommodate utility adjustments, reconstruction, new installation and routine maintenance work that may be underway or take place during the progress of the contract.

If total property acquisition is unavoidable due to encroachment into wells and / or septic systems, then the Design-Build Team shall investigate and determine if extending water and / or sewer lines to the affected property is cost effective. If the Department concurs with the determination that a utility extension is cost effective, the costs associated with the utility construction shall be addressed in accordance with Article 104-7 of the Standard Specifications.

The Design-Build Team shall be required to use the guidelines as set forth in the following:

- (A) *NCDOT Utility Manual - Policies & Procedures for Accommodating Utilities on Highway Rights of Way*
- (B) *Federal Aid Policy Guide - Subchapter G, Part 645, Subparts A & B*
- (C) *Federal Highway Administration's Program Guide, Utility Adjustments & Accommodations on Federal Aid Highway Projects*
- (D) *NCDOT Construction Manual Section 105-8*
- (E) *NCDOT Right of Way Manual - Chapter 16 Utility Relocations*
- (F) *NCDENR Public Water Supply - Rules governing public water supply*
- (G) *NCDENR Division of Water Quality - Title 15A - Environment and Natural Resources*

### **Agreements**

If a utility company can provide evidence of prior rights of way or a compensable interest in their facilities, the Design-Build Team shall coordinate the non-betterment utility relocation cost with the utility company and develop the Utility Agreement.

The NCDOT State Utility Agent must execute approved agreements on Design-Build highway projects. The Utility Relocation Agreements (Cost Agreement) and encroachment agreements are available from the NCDOT Utility Coordination Unit. Reference Pages 59 and 60 of the *NCDOT Utility Manual on Policies & Procedures for Accommodating Utilities on Highway Rights of Way* for the different types of encroachment agreements available for use.

The Design-Build Team shall be required to utilize the NCDOT Standard Utility Encroachment Agreements as necessary in relocating utilities. The Encroachment Agreements shall be used under the following conditions:

- (A) If a utility company is not occupying a valid right of way / compensable interest and the proposed relocation will place the relocated utilities within the existing or proposed highway rights of way.
- (B) For all new utility installations within the existing or proposed highway rights of way. This includes all water, sewer and gas lines owned by entities covered under *General Statute 136-27.1* and *136-27.2*.
- (C) In either case above, the Design-Build Team shall submit 5 copies of the encroachment plans plus 2 originals and 3 copies of the encroachment agreement

to the NCDOT State Utility Agent, via the Transportation Program Management Director, for approval.

**SIGNING SCOPE OF WORK** (9-9-11)**General**

Unless noted otherwise elsewhere in this RFP, the Signing Plans shall be prepared by the Design-Build Team in accordance with the 2009 *Manual on Uniform Traffic Control Devices (MUTCD)*, the *NC Supplement to the MUTCD*, the *NCDOT Standard Specifications for Roads and Structures* (July 2006), the *NCDOT Roadway Standard Drawings* (July 2006) for the design and development of signing plans, the latest *Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals* published by AASHTO, “*Guidelines for Preparation of Signing Plans for Design-Build Projects*”, the “*Design-Build Submittal Guidelines*”, the R-2554 Signing Concept Map dated July 27, 2011 provided by the Department, and the contract requirements contained herein.

**Signing Plan Requirement**

The Design-Build Team shall select a Private Engineering Firm (PEF) that has experience in designing and sealing Signing Plans for NCDOT on projects comparable to this project. The Technical Proposal shall list projects, where Signing Plans were developed by the PEF, including description and similarity to the subject project.

The NCDOT shall provide the R-2544 Signing Concept Map dated July 27, 2011, which represents the minimum signing requirements. The Design-Build Team shall use this Concept Map, in conjunction with all applicable standards, to develop the Signing Plans. The Design-Build Team shall not eliminate any signs shown on the aforementioned Concept Map without prior approval from the Engineer. To meet all applicable standards, the Design-Build Team shall be responsible for replacing / relocating all existing signs affected by the project, as well as providing all required additional signs, not shown on the aforementioned Concept Map, as necessary.

**Signs Furnished by Design-Build Team**

The signs shall be furnished by the Design-Build Team according to the specifications provided by the NCDOT.

**Signing Project Limits**

The Design-Build Team shall be responsible for the design, fabrication and installation of all signs required through the construction limits of the mainline, all -Y- Lines and all cul-de-sacs. The Design-Build Team shall also be responsible for the design, fabrication and installation of all signs required beyond the construction limits of the mainline, all -Y- Lines and all cul-de-sacs to ensure adequate advance signage and spacing is provided.

The Design-Build Team shall remove and dispose of all existing NC 44 shields, milemarkers, route makers, messages, and F-assemblies on the R-2554BA project. Excluding signs located on the R-2554A section and as noted otherwise elsewhere in this RFP, the Design-Build Team shall design, fabricate and install US 70 Bypass shields, route markers, messages, milemarkers and F-

assemblies as shown in the R-2554 Signing Concept Map dated July 27, 2011, and as required to meet all applicable standards.

The Design-Build Team shall remove and dispose of all “ALL TRAFFIC EXIT” signs and lane drop signs associated with the existing all traffic exit maneuvers for the eastbound US 70 Bypass traffic at Wayne Memorial Drive.

The posted speed limits for this facility shall be 70 mph.

### **Sign Design**

The Design-Build Team shall be responsible for the design, fabrication and installation of all signs required for the mainline, as well as all -Y- Lines and cul-de-sacs. The Design-Build Team shall be responsible for all Type A, B, and D sign designs, fabrication and installation for ground mounted signs. Type D signs shall be designed with 8” Emod or 6” Emod text. The Design-Build Team shall be responsible for sizing, fabricating, locating and installing all Type E (warning and regulatory signs), Type F signs (route marker assemblies) and milemarkers.

All advance guide signs and exit directional signs on the -L- Line and all -Y- Lines shall be designed with 16” Emod text and 36” shields.

The Design-Build Team shall design, fabricate and install milemarkers every 0.5 mile on the project. Each milemarker location shall have two milemarkers on one U-post, on the outside shoulder for each direction of travel on the mainline. The milemarker designs shall be in accordance with the Intermediate Enhanced Reference Location Signs (D10-5) referenced in the *Standard Highway Signs* (2004 Edition).

The Design-Build Team shall design, fabricate and install Thru Bolts for Type A Signs in accordance with the NCDOT Roadway Standard Drawing No. 901.10 dated January 2008.

All sign designs shall be included in the Signing Plans. All sign designs shall be prepared using the latest version of GuideSign software.

The latest GuideSign updates are located in the *Seed Files* folder located under *Private Engineering Firms* on the website noted below:

**<http://www.ncdot.org/doh/preconstruct/traffic/congestion/sign/>**

### **Logo Signs**

The Design-Build Team is not responsible for designing, locating, or installing any new Logo signs (blue service signs with specific business panels included on signs); however, the Design-Build Team shall be responsible for relocating existing Logo signs upon completion of the widening, realignment, or other construction procedures.

**Sign Maintenance**

The Design-Build Team shall maintain all existing signs during construction, including temporary installations of guide signs on supports to ensure signs are properly maintained and visible during project construction. The Design-Build Team shall be responsible for designing and installing temporary sign supports.

**Temporary Signs**

The Design-Build Team shall be responsible for designing, fabricating, and installing temporary signs and supports. (Reference the Signing Section of the Traffic Control and Pavement Markings Scope of Work found elsewhere in this RFP for additional temporary signing requirements)

**Sign Locations**

The Design-Build Team shall be responsible for determining the station locations for all signs. To avoid sign placement in locations where their usefulness will be short-lived, the Design-Build Team shall coordinate the proposed sign designs and locations with existing and future projects through the Department.

**Ground Mounted Supports**

Unless otherwise approved by the Engineer, ground mounted signs on a freeway or expressway, with breakaway or yielding supports, shall be located a minimum of 30 feet from the edge of the outside travel lane to the nearest edge of the sign. If the Engineer agrees that the minimum 30-foot distance noted above cannot be obtained, the sign supports shall be located a minimum of 18 feet from the outside travel lane and protected by guardrail or other NCDOT approved positive protection barrier.

NCDOT will provide the software for ground mounted sign support designs. The Design-Build Team is responsible for all design, fabrication, and installation of ground mounted supports and signs. Instructions for loading support design software will be made available upon request.

**Overhead Sign Assemblies**

The Design-Build Team shall design, fabricate and install overhead sign assemblies that meet all Department requirements. The windspeed for the overhead sign assembly designs shall be 110 mph. The Design-Build Team shall be responsible for calculating the windload area for the overhead sign assembly. The windload area shall be flush with the sign height and width. When calculating the windload area, the Design-Build Team shall include exit panels as part of the sign height. The coordination with future projects and sign messages shall be considered when designing and fabricating overhead sign assemblies.

The minimum vertical clearance beneath all overhead sign assemblies shall be 17 feet.



Prior to modifying existing overhead sign assemblies within the project limits to accommodate proposed signs, the Design-Build Team shall perform a structural analysis on the overhead sign structures in accordance with the latest version of the latest *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals*. The Design-Build Team shall obtain Department acceptance of the structural analysis prior to construction. The Design-Build Team shall replace all existing overhead sign assemblies determined to be structurally inadequate for the proposed modifications.

The Design-Build Team shall prepare shop drawings for all modified overhead sign structures for NCDOT review and acceptance. (Reference *Guidelines for Preparation of Signing Plans for Design-Build Projects* and 2006 *Standard Specifications for Roads and Structures* for additional requirements, including but not limited to shop drawing design and submittal requirements)

The Design-Build Team shall design, fabricate, and install overhead sign assemblies and foundations in accordance with the *Overhead Sign Supports* and *Overhead Sign Foundations* Project Special Provisions found elsewhere in this RFP.

Lighting will not be required on overhead sign assemblies.

The Design-Build Team shall provide Overhead Sign Assemblies as shown on the R-2554 Signing Concept Map dated July 27, 2011. Ground mounted signs shown to replace existing overhead sign assemblies on the R-2554 Signing Concept Map dated July 27, 2011 shall remain overhead sign assemblies.

### **Overhead Sign Supports for Freeway Facilities**

Unless otherwise approved by the Engineer, overhead sign supports shall be located a minimum of 40 feet from the edge of the outside travel lane to the center of the sign supports. If the Engineer agrees that the minimum 40-foot distance noted above cannot be obtained, the overhead sign supports shall be located a minimum of 22 feet from the outside travel lane and protected by guardrail or other NCDOT approved positive protection barrier.

The Design-Build Team shall provide the appropriate positive protection and drainage for all overhead sign median supports.

### **Overhead Sign Sheeting**

In accordance with the NCDOT “Standard Practice for Retroreflectivity Sign Sheeting”, the Design-Build Team shall design and fabricate all overhead signs using North Carolina Grade A or North Carolina Grade C retroreflective sheeting for the legends (text) and border.

The Department’s “Standard Practice for Retroreflectivity Sign Sheeting” is located under *Resources* on the website noted below:

<http://www.ncdot.org/doh/preconstruct/traffic/congestion/sign/>

**Guardrail or Other Protection for Signs and Overhead Assemblies**

The Design-Build Team shall be responsible for determining, designing and installing any protection for proposed and existing sign supports.

**Signing Roadway Standards, Typical Sheets and Specifications**

Signing roadway standards, specifications and typical sheets that shall be used in summarizing quantities and compiling Type E and F signs can be located in the *Seed Files* folder located under *Private Engineering Firms* on the website noted below:

**<http://www.ncdot.org/doh/preconstruct/traffic/congestion/sign/>**

The Design-Build Team shall incorporate the appropriate information onto these sheets and submit them to the Transportation Program Management Director for review and acceptance.

**Removal and Disposal of Existing Signs**

The Design-Build Team shall be responsible for determining those existing signs that will no longer be needed upon completion of the project, such as on -Y- lines and project tie-ins. The Design-Build Team shall be responsible for removal and disposal of these signs and supports. The Design-Build Team shall show and note these signs on the signing plan view sheets.

**Construction Revisions**

After submittal of RFC Signing Plans, all construction revision shall be submitted to NCDOT for review and acceptance prior to incorporation.

**SIGNALS SCOPE OF WORK** (8-4-11)**I. GENERAL**

The Design-Build Team shall design and prepare plans for the traffic signal installations. This work shall include, but not be limited to, the preparation of Traffic Signal Plans, Electrical and Programming Details, Utility Make-Ready Plans and Fiber Optic Communication Plans and Project Special Provisions. The Design-Build Team shall design all the aforementioned plans to be compatible with the existing Goldsboro Signal System. These plans shall be prepared in accordance with the “*Design-Build Submittal Guidelines*” and the “*Guidelines for Preparation of Traffic Signal & Intelligent Transportation System Plans on Design-Build Projects*” available on the Design-Build website.

The Design-Build Team shall select a Private Engineering Firm (PEF) that has experience designing and sealing ITS & Signal Plans for NCDOT on comparable projects. The Technical Proposal shall list projects, including descriptions and similarity to the subject project, that the PEF developed ITS & Signal Plans.

A pre-design meeting shall take place between the NCDOT ITS & Signals Unit, the Design-Build Team, the Division Traffic Engineer, the Regional Traffic Engineer and any other pertinent NCDOT personnel before ITS & Signal designs begin. ITS & Signal Plan submittals shall only be reviewed and accepted by NCDOT ITS & Signals Unit after this pre-design meeting.

The Design-Build Team shall coordinate and implement all signal designs for inclusion in the Goldsboro Signal System at the appropriate time as directed by the Engineer. The Design-Build Team shall design, implement, develop and modify coordinated signal system timing plans during construction to accommodate traffic pattern changes. The Design-Build Team shall design, implement and field evaluate / verify modifications to the coordinated signal system timing plans for the final traffic pattern and expanded closed-loop system configuration. All signal system timing plans shall be reviewed and accepted by the Department prior to implementation. The Design-Build Team shall be responsible for the design and implementation of all **temporary signal designs** needed to maintain traffic during construction. **The Design-Build Team shall maintain full actuation of the traffic signals on this project during the life of the project.**

The Design-Build Team shall be responsible for providing a safe and economical design for the public. The Design-Build Team shall be responsible for ensuring that all plans and designs conform to the current design standards of the Intelligent Transportation Systems & Signals Unit. All plans and associated design material and specifications shall be reviewed and accepted by NCDOT prior to installation.

The electronic Timing Plans for the Goldsboro Signal System can be obtained from the City of Goldsboro after completion of the U-5016 Project, which is anticipated to occur by February 1, 2012.

## II. TRAFFIC SIGNALS

The Design-Build Team shall install a new traffic signal at each of the proposed US 70 Goldsboro Bypass ramp intersections with US 13 (North Berkley Boulevard). The Design-Build Team shall remove and dispose of the existing flasher at the existing US 70 / Piney Grove Road (SR 1731) intersection and install a new traffic signal at this location. The Design-Build Team shall revise the existing traffic signal located at the proposed US 70 Goldsboro Bypass Ramp C / Ramp D intersection with Wayne Memorial Drive (SR 1556) and connect / reconnect it to the Goldsboro Signal System. (Reference Section III below for the system interconnection requirements). The Design-Build Team shall provide volume density traffic signal detection for all signals on this project. The traffic signal detection for the final traffic patterns shall be inductive loop detection. **The Design-Build Team shall use Flashing Yellow Arrow signal heads for any protected / permissive left turns. The Design-Build Team shall coordinate all Flashing Yellow Arrow signal recommendations with the Division Traffic Engineer and the Regional Traffic Engineer prior to final design and installation.** The traffic signal work required at each intersection is listed below.

US 13 (North Berkley Boulevard) – 2 New Signals		
Signal Number	Intersection Description	Work Requirements
04-1368	US 13 (North Berkley Blvd) at US 70 Goldsboro Bypass Ramps A and B	<p>The Design-Build Team shall design and install a new, fully actuated traffic signal at each of these intersections. The Design-Build Team shall provide new 170 signal cabinets, Model 332, with 2070L controllers and auxiliary output files, system detectors and system interconnection equipment installed. These traffic signals will not require pedestrian signals.</p> <p>The Design-Build Team shall use metal <b>strain poles</b> as signal supports.</p>
04-1369	US 13 (North Berkley Blvd) at US 70 Goldsboro Bypass Ramps C and D	<p>The Design-Build Team shall interconnect these new traffic signals to the existing Goldsboro Signal System at Signal Inv. No. 04-0991 “US 13 (North Berkley Boulevard) at SR 1705 (Hood Swamp Road NE)” via a fiber optical cable (12 fibers). The Design-Build Team may install the fiber optic cable overhead if a utility pole line is available and the Design-Build Team obtains the appropriate agreements / permission. If the Design-Build Team installs the fiber optic cable underground, a minimum of two 2” conduits shall be installed within the limits of the bridge structure.</p>

<b>Existing US 70 – 1 New Signal</b>		
<b>Signal Number</b>	<b>Intersection Description</b>	<b>Work Requirements</b>
<b>04-0700</b>	Existing US 70 at Piney Grove Road (SR 1731)	<p>The Design-Build Team shall design and install a new, fully actuated traffic signal at this intersection. The Design-Build Team shall provide new 170 signal cabinets, Model 332, with 2070L controllers and auxiliary output files installed. This traffic signal will run isolated and will not require pedestrian signals.</p> <p>The Design-Build Team shall use metal <b>strain poles</b> as signal supports.</p>

<b>Wayne Memorial Drive (SR 1556) – 1 Revised Signal</b>		
<b>Signal Number</b>	<b>Intersection Description</b>	<b>Work Requirements</b>
<b>04-1356</b>	Wayne Memorial Drive (SR 1556) at US 70 Goldsboro Bypass Ramps C and D	<p>The Design-Build Team shall upgrade this existing traffic signal to accommodate all construction phases and the proposed final traffic pattern. These upgrades may require, but not be limited to, signal phasing modifications, signal head replacements and / or installation of an auxiliary file. This traffic signal currently consists of a 2070L controller and metal strain poles. If the controller and / or the metal strain poles are not damaged the Design-Build Team may reuse them. If the controller and / or metal strain poles are damaged, the Design-Build Team shall replace them in kind, and remove and dispose of all damaged hardware. This traffic signal will not require pedestrian signals.</p> <p>This traffic signal shall remain fully operational at all times during construction and upon project completion.</p> <p>This traffic signal is currently in the Goldsboro Signal System and shall remain so at all times during construction and upon project completion.</p>

### III. SIGNAL COMMUNICATIONS PLANS

#### Communications Plans and Project Special Provisions

Prior to construction, the Design-Build Team shall provide a detailed set of Communications Plans and Project Special Provisions for the Department's review and acceptance. No construction related to the installation of the communications system shall begin until NCDOT has accepted the RFC Plans and Specifications.

The Communications Plans and Project Special Provisions shall consist of the three major items listed below:

- Communications Plans including Splice Plans
- Project Special Provisions
- Catalog Cut Sheets

#### **Utility Make-Ready Plans**

In conjunction with the development of the Communications Cable and Conduit Routing Plans and Traffic Signal Plans, the Design-Build Team shall also develop a set of Utility Make-Ready Plans.

The Design-Build Team shall install all communications cables and conduit systems in such a manner that avoids conflicts with other utilities. All aerial communications cable installations shall be installed in accordance with the National Electrical Safety Code. The Design-Build Team shall be responsible for coordinating all Utility Make-Ready Work with the appropriate utility representatives.

**EROSION AND SEDIMENTATION CONTROL SCOPE OF WORK** (9-9-11)

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

Prior to any land disturbing activities, the Design-Build Team shall submit a Vegetation Management Plan for the Department's review and acceptance. The Vegetation Management Plan shall include, but not be limited to, provisions for the early establishment of grasses / vegetation, and procedure and schedule details for fertilizer topdressing, supplemental seeding, mowing and repair seeding. The Vegetation Management Plan shall be closely coordinated with the grading and hauling operations. The Design-Build Team shall provide a narrative overview of the Vegetation Management Plan in the Technical Proposal.

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

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

**I. Complete Set of Plans****A. Clearing and Grubbing Phase**

1. Use correct NCDOT symbology.
2. Protect existing drainage structure inlets with Rock Inlet Sediment Trap Type 'A' (RIST-A), Rock Inlet Sediment Trap Type 'C' (RIST-C), Rock Pipe Inlet Sediment Trap Type 'A' (PIST-A), etc.
3. Utilize adequate perimeter controls (temporary silt ditches (TSD), temporary silt fence (TSF), etc.).
4. Utilize infiltration basins, skimmer basins or rock measures with sediment control stone (Temporary Rock Sediment Dam Type 'B' (TRSD-B), Temporary Rock Silt Check Type 'A' (TRSC-A), etc.) at drainage outlets.
5. Take into account existing topography and show contour lines.
6. Show 50-foot Environmentally Sensitive Area (ESA) around all jurisdictional streams with buffer zones on Clearing & Grubbing EC Plans only.

7. Utilize Temporary Rock Silt Checks Type 'B' (TRSC-B) to reduce velocity in existing ditches with spacing of 250 feet divided by percentage of ditch grade. Also utilize TRSC-B's in proposed TSD's and temporary diversions (TD).
8. Protect existing streams; do not place erosion control devices in live streams.
9. Design Riser Basins to the following standards:
  - a. Surface Area shall be determined by Equation A (sq. feet) =  $Q_{25} \text{ (cfs)} * 435$ .
  - b. Volume requirement shall be 1800 cubic feet per disturbed acre draining to the riser basin.
  - c. Riser Pipe shall have a cross-sectional area 1.5 times that of the barrel pipe.
  - d. The riser pipe shall be non-perforated with a skimmer attached to the bottom of the pipe, one-foot from the bottom of the basin.
  - e. See *NCDENR- Erosion and Sediment Control Planning and Design Manual* for additional design criteria.
10. Provide adequate silt storage for 3600 cubic feet per disturbed acre and sediment basins shall be sized with surface area equal to 435 square feet per cubic foot per second (cfs) of the peak inflow rate,  $Q_{25}$ , using 25-year peak rainfall data (*NCDENR - Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service web site [http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc\\_pfds.html](http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc_pfds.html) for partial duration (ARI) time series type). A Sediment Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit (REU) upon request.
11. Infiltration Basins shall provide adequate silt storage for 1800 cubic feet per disturbed acre with surface area equal to 325 square feet per cubic foot per second (cfs) of the peak inflow rate,  $Q_{25}$ , using the 25-year peak rainfall data (*NCDENR - Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service web site [http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc\\_pfds.html](http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc_pfds.html) for partial duration (ARI) time series type). Infiltration Basin shall be designed to dewater in three days or less. An Infiltration Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit (REU) upon request.
12. Skimmer Basins shall provide adequate silt storage for 1800 cubic feet per disturbed acre with surface area equal to 325 square feet per cubic foot per second (cfs) of the peak inflow rate,  $Q_{25}$ , using the 25-year peak rainfall data (*NCDENR - Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service web site [http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc\\_pfds.html](http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc_pfds.html) for partial duration (ARI) time series type). A Skimmer Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit (REU) upon request.
13. The minimum and maximum length to width ratio of all Sediment Basins shall be 2:1 and 6:1, respectively.
14. Coir Fiber Baffles shall be installed in all silt basins and sediment dams at drainage outlets. For silt basins with a 20-foot or longer length, three Coir Fiber Baffles shall be installed with a spacing of 1/4 the basin length. For silt basins with a length less than 20 feet, a minimum of two Coir Fiber Baffles shall be installed, with a spacing of 1/3 the basin length. The Design-Build Team will not be required to show the individual baffles on the Erosion Control Plans, but shall be required to incorporate the Coir Fiber Baffle Detail on the Erosion Control Plans.



15. Include any culvert and / or pipe construction sequence plan sheets in the Clearing & Grubbing Erosion Control Plans; all pipes 48 inches or larger, or any combination of pipes that total 48 inches or more require a construction sequence. Prior to installation of pipes smaller than 48 inches in jurisdictional areas, the Design Build Team shall submit a phasing plan for managing the watercourse to the Resident Engineer for review and acceptance. The phasing plan shall be in accordance with the Best Management Practices for Construction and Maintenance Activities.
16. Incorporate temporary sediment basins into permanent stormwater devices.
17. Utilize Coir Fiber Wattles with Polyacrylamide (PAM) in temporary and permanent, existing and proposed ditches at a spacing of 50 ft. in areas where sediment basins are not feasible at drainage outlets (i.e. PIST-A, RIST-A, etc.), and in areas where sediment basins at drainage outlets cannot be properly sized to surface area and/or sediment storage requirements due to safety concerns, ROW limitations, utility conflicts, or other construction limitations approved by the Roadside Environmental Unit.
18. In wetland areas adjacent to fill slopes, show silt fence with 15-foot special sediment control fence sections spaced every 200 feet and as directed.
19. Do not place erosion control devices that require excavation (i.e. basins, silt ditches, etc.) in wetlands or buffer zones.

#### B. Final Grade Phase

1. Use correct NCDOT symbology.
2. Protect existing and proposed drainage structure inlets with RIST-A, RIST-C, PIST-A, etc.
3. Utilize adequate perimeter controls (TSD, TSF, etc.).
4. Utilize TRSC-B's to reduce velocity in existing and proposed ditches with spacing of 250 feet divided by percentage of ditch grade. Also utilize TRSC-B's in proposed TSD's and TD's.
5. Utilize temporary slope drains and earth berms at top of fill slopes 5 feet or higher and a fill slope grade of 3:1 or steeper, or where there are superelevations above 0.04 and fills are greater than 3 feet. Maximum slope drain spacing shall be 200 feet.
6. Utilize rock energy dissipater and / or silt basin at outlet of slope drain.
7. Devices at all drainage turnouts shall utilize infiltration, skimmer, or sediment control stone (TRSD-B, TRSC-A, etc.) and a spillway with an adequately designed base length to distribute outflow.
8. Provide adequate silt storage for 3600 cubic feet per disturbed acre and sediment basins shall be sized with surface area equal to 435 square feet per cubic foot per second (cfs) of the peak inflow rate, Q25, using 25-year peak rainfall data (*NC DENR - Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service web site [http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc\\_pfds.html](http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc_pfds.html) for partial duration (ARI) time series type). A Sediment Basin Designer Spreadsheet will be provided by NCDOT REU upon request.
9. Provide matting for erosion control in all ditch lines, including but not limited to temporary ditch lines (TDs) utilized to divert offsite runoff around construction areas, where the velocity is greater than 2.0 feet / sec, and the shear stress is 1.55 psf or less.

- For ditch lines with a shear stress above 1.55 psf, Permanent Soil Reinforcement Mat or Rip Rap shall be utilized.
10. Provide matting for erosion control on all fill slopes 2:1 or steeper.
  11. Design Riser Basins to the following standards:
    - a. Surface Area shall be determined by Equation A (sq. feet) =  $Q_{25} \text{ (cfs)} * 435$ .
    - b. Volume requirement shall be 1800 cubic feet per disturbed acre draining to the riser basin.
    - c. Riser Pipe shall have a cross-sectional area 1.5 times that of the barrel pipe.
    - d. The riser pipe shall be non-perforated with a skimmer attached to the bottom of the pipe, one-foot from the bottom of the basin.
    - e. See *NCDENR- Erosion and Sediment Control Planning and Design Manual* for additional design criteria.
  12. Infiltration Basins shall provide adequate silt storage for 1800 cubic feet per disturbed acre with surface area equal to 325 square feet per cubic foot per second (cfs) of the peak inflow rate, Q<sub>25</sub>, using the 25-year peak rainfall data (*NCDENR - Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service web site [http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc\\_pfds.html](http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc_pfds.html) for partial duration (ARI) time series type). Infiltration Basin shall be designed to dewater in 3 days or less. An Infiltration Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit (REU) upon request.
  13. Skimmer Basins shall provide adequate silt storage for 1800 cubic feet per disturbed acre with surface area equal to 325 square feet per cubic foot per second (cfs) of the peak inflow rate, Q<sub>25</sub>, using the 25-year peak rainfall data (*NCDENR - Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service web site [http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc\\_pfds.html](http://hdsc.nws.noaa.gov/hdsc/pfds/orb/nc_pfds.html) for partial duration (ARI) time series type). A Sediment Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit (REU) upon request.
  14. The minimum and maximum length to width ratio of all Sediment Basins shall be 2:1 and 6:1, respectively.
  15. Coir Fiber Baffles shall be installed in all silt basins and sediment dams at drainage outlets. For silt basins with a 20-foot or longer length, three Coir Fiber Baffles shall be installed with a spacing of 1/4 the basin length. For silt basins with a length less than 20 feet, a minimum of two Coir Fiber Baffles shall be installed, with a spacing of 1/3 the basin length. The Design-Build Team will not be required to show the individual baffles on the Erosion Control Plans, but shall be required to incorporate the Coir Fiber Baffle Detail on the Erosion Control Plans.
  16. Incorporate temporary sediment basins into permanent stormwater devices.
  17. Utilize Coir Fiber Wattles with Polyacrylamide (PAM) in temporary and permanent, existing and proposed ditches at a spacing of 50 ft. in areas where sediment basins are not feasible at drainage outlets (i.e. PIST-A, RIST-A, etc.), and in areas where sediment basins at drainage outlets cannot be properly sized to surface area and/or sediment storage requirements due to safety concerns, ROW limitations, utility conflicts, or other construction limitations approved by the Roadside Environmental Unit.

18. In wetland areas adjacent to fill slopes, show silt fence with 15-foot special sediment control fence sections spaced every 200 feet and as directed.
19. Do not place erosion control devices that require excavation (i.e. basins, silt ditches, etc.) in wetlands or buffer zones.

### C. Intermediate Phase

Intermediate Erosion Control Plans shall only be required if design modifications and / or site conditions require additional erosion control design or design revisions to the RFC Clearing and Grubbing and / or RFC Final Grade Erosion Control Plans. Intermediate Plans shall be submitted for review and shall be accepted prior to construction of any aspect impacted by the revised erosion control design. For any intermediate phase, comply with Section B, "Final Grade Phase" above.

## II. Detail Sheets and Notes

- A. Provide project specific special notes and details such as temporary rock silt check type B, coir fiber baffle, skimmer basin, coir fiber wattle with Polyacrylamide (PAM), etc.
- B. Provide matting summary sheet(s): matting for erosion control and permanent soil reinforcement mat
- C. Provide reforestation sheet(s): regular, wetland, streambank and / or buffer showing appropriate species
- D. For the stream relocations / mitigation, provide Streambank Reforestation Plans and Planting Details with native tree species located in Type II Zone; and Silky Dogwood and Button Bush located in Type I Zone. On separate plan sheets, cross-hatch the areas to be planted and include with the Final Grade Phase submittal. (Reference the On-Site Mitigation Scope of Work found elsewhere in this RFP)

## III. Title Sheet

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

## IV. Special Provisions

- A. Erosion Control Special Provisions are available at the following website:  
[http://www.ncdot.org/doh/operations/dp\\_chief\\_eng/roadside/soil\\_water/special\\_provisions/](http://www.ncdot.org/doh/operations/dp_chief_eng/roadside/soil_water/special_provisions/)
- B. References in Erosion Control Special Provisions from the aforementioned website to Method of Measurement, Basis of Payment, or any other statement regarding direct payment for Erosion & Sediment Control measures shall be disregarded.
- C. Erosion Control / Stormwater Certification found elsewhere in this RFP.

## V. Miscellaneous

- A. Plan submittals shall include all pertinent design information required for review, such as design calculations, drainage areas, etc.
- B. The NCDOT REU will provide a sample set of Erosion and Sedimentation Control Plans (including any special details or special provisions used by the NCDOT REU) and MicroStation Erosion Control Workspace to the Design-Build Team for reference upon request.
- C. Plans shall address any environmental issues raised during the permitting process.
- D. Sufficient time shall be allowed for the Design-Build Team to make any changes to the Erosion and Sedimentation Control Plans deemed necessary by the NCDOT REU.
- E. Temporary access and haul roads, other than public roads, constructed or used in connection with the project shall be considered a part of the project and addressed in the Erosion and Sedimentation Control Plans.
- F. Borrow or waste areas that are part of the project shall require a separate Reclamation Plan, unless the borrow or waste activity is regulated under the *Mining Act of 1971*, or is a landfill regulated by the Division of Solid Waste Management (NCDENR). For newly created borrow pit(s) that require dewatering, Borrow Pit(s) Dewatering Basins shall be required and shall be in accordance with the applicable Special provision available at the web site noted in Section IV above. The Design-Build Team shall submit the permit number for waste / borrow sites covered by the Mining Act or regulated by DSWM (DENR) concurrently to the Transportation Program Management Director and the Resident Engineer. For Reclamation Procedures, see:

**[http://www.ncdot.org/doh/operations/dp\\_chief\\_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf](http://www.ncdot.org/doh/operations/dp_chief_eng/roadside/fieldops/downloads/Files/ContractedReclamationProcedures.pdf)**

- G. Whenever the Engineer determines that significant erosion and sedimentation continues despite the installation of approved protective practices, the Design-Build Team shall be required to and shall take additional protective action.
- H. An accepted Erosion and Sedimentation Control Plan shall not exempt the Design-Build Team from making every effort to contain sediment onsite.
- I. Any Erosion Control Design revisions made during the construction of the project shall be submitted to NCDOT REU by the 15<sup>th</sup> of the month via the Transportation Program Management Director. At anytime requested by the Engineer or the Roadside Environmental Unit, the Design-Build Team shall provide an updated version of the Erosion and Sedimentation Control Plans for distribution to all parties involved in the construction process.
- J. The Design-Build Team shall comply with the *North Carolina Administrative Code Title 15 A Department of Environment and Natural Resources Chapter 4, Sediment Control*.
- K. A pre-design meeting shall take place between the NCDOT REU Soil & Water Engineering Section, the Design Build Team, and any other pertinent NCDOT personnel before any Erosion and Sedimentation Control Designs are submitted to NCDOT REU. Erosion and Sedimentation Control Plan submittals shall only be reviewed and accepted by NCDOT REU after the Erosion Control Pre-Design Meeting. The Design Build Team shall be required to submit a tentative Erosion and Sedimentation Control Plan submittal schedule at the pre-design meeting.

- L. At minimum, the Design Build Team shall bring one erosion control plan sheet with a Clearing & Grubbing erosion control design to the Erosion and Sedimentation Control Plan pre-design meeting.
- M. All RFC Erosion and Sedimentation Control Plans, including any red line revisions, shall be kept on site at all times throughout the duration of the project.
- N. Erosion Control / Stormwater Certification shall be required according to the Project Special Provision found elsewhere in this RFP.
- O. Prior to installation of any erosion control devices, the Design-Build Team shall verify boundaries of jurisdictional areas in the field and delineated with Safety Fence or flagging. For guidance on Safety Fence and flagging in jurisdictional areas, see:

[http://www.ncdot.org/doh/operations/dp\\_chief\\_eng/roadside/fieldops/downloads/](http://www.ncdot.org/doh/operations/dp_chief_eng/roadside/fieldops/downloads/)

- P. Once RFC Erosion and Sedimentation Control Plans are issued, any major design change or addition, any change that involves calculations, and any addition, deletion, or relocation of a sediment basin shall be submitted to the NCDOT REU for review and acceptance. Minor changes such as moving silt fence, adding or moving temporary ditches (unless adding new runoff flow to a sediment basin), and adding or moving slope drains shall be reviewed by the Engineer in the field.
- Q. All erosion control measures with stone extending beyond the construction limits shall be considered temporary fill. If impacted wetland areas are permitted as Hand Clearing, then the aforementioned temporary fill shall be permitted as Temporary Fill in Hand Cleared Areas for Erosion Control. (Reference the Environmental Permits Scope of Work found elsewhere in this RFP)
- R. Sediment basins that drain directly into jurisdictional water or have a total drainage area of one acre or more, shall be designed and constructed with outlet structures that only withdraw water from the surface. For sediment basins that do not drain directly into jurisdictional water or have less than one acre of total drainage area, surface dewatering outlets and stone outlets may be provided.
- S. Ground cover stabilization shall comply with the timeframe guidelines specified by the North Carolina Department of Environment and Natural Resources Division of Water Quality NCG-010000 General Construction Permit that became effective on August 3, 2011. Excluding the slopes noted below, temporary and permanent ground cover stabilization shall be provided within seven calendar days from the last land-disturbing activity. The Design-Build Team shall label all slopes subject to the seven-day ground cover stabilization requirements on all Erosion and Sedimentation Control Plans submitted to the Department for review and acceptance.

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

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

Temporary and permanent ground cover stabilization shall be provided in accordance with the provisions in this contract and the Vegetation Management Plan developed by the Design-Build Team.

Ground cover stabilization shall be done in accordance with the following:

**Short Term Stabilization: 0 – 14 Days**

At a minimum, erodible areas that will not be disturbed for 14 days or less shall be stabilized utilizing non-vegetative cover. Non-vegetative cover options include straw mulch, hydraulic applied erosion control products or rolled erosion control products.

**Mid-Term Stabilization: 14 – 90 Days**

Erodible areas that will not be disturbed for more than 14 days and less than 90 days shall be stabilized utilizing the following stabilization protocol:

**March 1 - August 31**

50# German or Browntop Millet  
500# Fertilizer  
4000# Limestone

**September 1 - February 28**

50# Rye Grain or Wheat  
500# Fertilizer  
4000# Limestone

**Long Term Stabilization: 90+ Days**

Erodible areas that will not be disturbed for more than 90 days shall be stabilized utilizing the following stabilization protocol:

**All Roadway Areas**

**March 1 - August 31**

50# Tall Fescue Cultivars \*  
10# Centipede  
25# Bermudagrass (hulled)  
500# Fertilizer  
4000# Limestone

**September 1 - February 28**

50# Tall Fescue Cultivars \*  
10# Centipede  
35# Bermudagrass (unhulled)  
500# Fertilizer  
4000# Limestone

**Waste and Borrow Locations**

**March 1 – August 31**

75# Tall Fescue Cultivars\*  
 25# Bermudagrass (hulled)  
 500# Fertilizer  
 4000# Limestone

**September 1 - February 28**

75# Tall Fescue Cultivars\*  
 35# Bermudagrass (unhulled)  
 500# Fertilizer  
 4000# Limestone

**\* Approved Tall Fescue Cultivars**

2nd Millennium	Duster	Magellan	Rendition
Avenger	Endeavor	Masterpiece	Scorpion
Barlexas	Escalade	Matador	Shelby
Barlexas II	Falcon II, III, IV & V	Matador GT	Signia
Barrera	Fidelity	Millennium	Silverstar
Barrington	Finesse II	Montauk	Southern Choice II
Biltmore	Firebird	Mustang 3	Stetson
Bingo	Focus	Olympic Gold	Tarheel
Bravo	Grande II	Padre	Titan Ltd
Cayenne	Greenkeeper	Paraiso	Titanium
Chapel Hill	Greystone	Picasso	Tomahawk
Chesapeake	Inferno	Piedmont	Tacer
Constitution	Justice	Pure Gold	Trooper
Chipper	Jaguar 3	Prospect	Turbo
Coronado	Kalahari	Quest	Ultimate
Coyote Kentucky 31	Rebel	Exeda	Watchdog
Davinci	Kitty Hawk	Rebel Sentry	Wolfpack
Dynasty	Kitty Hawk 2000	Regiment II	
Dominion	Lexington	Rembrandt	

The Design-build Team shall apply centipede, at a rate of five pounds per acre, on cut and fill slopes 2:1 or steeper. From January 1 – December 31, the Design-Build Team shall apply and additional 20# of Sericea Lespedeza on cut and fill slopes 2:1 or steeper.

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

**Soil Analysis**

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

**Fertilizer Topdressing**

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

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

**Supplemental Seeding**

For all supplemental seeding, the kinds of seed and proportions shall be the same as specified above for *Long Term Stabilization*, with the exception that centipede seed will not be allowed in the seed mix. The rate of application for supplemental seeding shall be between 25# to 75# per acre. Prior to topdressing, the Design-Build Team shall determine the actual rate per acre for supplemental seeding and submit the supplemental seeding rate and areas to the Department for review and acceptance.

To prevent disturbance of existing vegetation, minimum tillage equipment, consisting of a sod seeder, shall be used to incorporate seed into the soil where degree of slope allows. Where degree of slope prevents the use of a sod seeder, a clodbuster (ball and chain) may be used.

**Mowing**

The minimum mowing height shall be four inches.

**ENVIRONMENTAL INCENTIVES:**

The Design-Build Team shall observe and comply with Federal and State Laws, Local Laws, Ordinances, and Regulations; as well as Orders and Decrees of Bodies having any jurisdiction or authority in accordance with Section 107 of the 2006 *Standard Specifications for Roads and Structures*.

The Design-Build Team will be eligible for an incentive in the amount of \$100,000 if construction operations have been performed in accordance with all environmental regulations and the Specifications, and no violations have been issued. Violations are defined as:

<b>Violation</b>	<b>Issuing Entity</b>
Immediate Corrective Action (ICA)	Department
Continuance of an ICA (CICA)	Department
Notice of Violation (NOV)	Regulatory Agencies
Cease and Desist (C&D)	Corp of Engineers



The incentive payment shall be paid at the completion of the project as long as the Design-Build Team does not receive any violations at any time during project construction.

**EROSION CONTROL LIQUIDATED DAMAGES:**

The Design-Build Team's first NOV or C&D violation shall result in the forfeiture of the entire \$100,000 incentive noted above or the remaining portion thereof. If \$25,000 is not available in the \$100,000 incentive noted above, the first NOV or C&D violation shall result in the forfeiture of the remaining portion plus Liquidated Damages in the amount necessary to equal \$25,000 when added to the remaining portion of the incentive. All subsequent NOV and C&D violations shall result in Liquidated Damages in the amount of \$25,000 per violation.

Each ICA and CICA violation shall result in a \$12,500 reduction from the monies remaining in the incentive. If monies are not available in the \$100,000 incentive noted above, each ICA and CICA violation shall result in Liquidated Damages in the amount of \$12,500 per violation.

All Liquidated Damages shall be deducted from the lump sum amount for the project due the Design-Build Team.

The Design-Build Team shall observe and comply with Federal and State Laws, Local Laws, Ordinances, and Regulations; as well as Orders and Decrees of Bodies having any jurisdiction or authority in accordance with Section 107 of the 2006 *Standard Specifications for Roads and Structures*.

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

**PUBLIC INFORMATION SCOPE OF WORK** (8-4-11)

NCDOT will take the lead role on this project and be responsible for a portion of the public information efforts through the Department's Communications Office. The NCDOT responsibilities include:

- Organizing public meetings
- Providing media announcements
- Soliciting and administering advertisements, as deemed necessary
- Mailings to the identified target audiences, including postage
- Develop and produce informational print materials

The Design-Build Team shall coordinate with the Department to promote public awareness for this project. The Design-Build Team's responsibilities shall include:

- Providing details surrounding the impacts to the public
- Providing advance notice to the Department of upcoming project impacts
- Assisting the Department in the development of the target audience list
- Attending and / or speaking at public meetings
- Hand delivery of time sensitive informational materials.

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

The Design-Build Team shall inform the Department at least 21 calendar days in advance of any construction activity that will have significant impact on the public, including, but not limited to, the start of construction, major traffic shifts, road closures, ramp closures, detours, night work and project completion.

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

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

The amount of public involvement required for this project is directly based on the Design-Build Team's Traffic Control Plan and construction details. The minimum public information requirements solely associated with the Traffic Control Plans shall include, but not be limited to the following:

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

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

A website is not required for this project. However, if the Design-Build Team proposes a project website, the website shall be housed on an NCDOT server. The project website shall use the current NCDOT Communications Office project web design template and adhere to current software development, security and technical infrastructure standards. All project website design and implementation shall be coordinated with Mr. Ryan Nolan, Internet Web Content Manager, NCDOT Web Services. The Design-Build Team shall indicate in their Technical Proposal their intent to utilize a website for this project. All costs associated with setting up and maintaining a project website shall be included in the lump sum price bid for the entire project.

**\*\*\* PROJECT SPECIAL PROVISION \*\*\***

(10-18-95)

Z-1

**PERMITS**

The Design-Build Team's attention is directed to the following permits, and granting authority, that pertain to this project.

**PERMIT**

**AUTHORITY GRANTING THE PERMIT**

Dredge and Fill (404)	U. S. Army Corps of Engineers
Water Quality (401)	Division of Water Quality, DENR State of North Carolina

The above permits have been issued for the R-2554BA section of the corridor and these permits will be provided to the Design-Build Team to assist in their development of the final permit application for the R-2554BB and R-2554C sections.

The Design-Build Team shall comply with all applicable permit conditions during construction of this project. Agents of the permitting authority will periodically inspect the project for adherence to the permits.

The Design-Build Team's attention is also directed to Articles 107-10 and 107-14 of the 2006 *Standard Specifications for Roads and Structures* and the following:

Should the Design-Build Team propose to utilize construction methods (such as temporary structures or fill in waters and/or wetlands for haul roads, work platforms, cofferdams, etc.) not specifically identified in the permit (individual, general, or nationwide) authorizing the project it shall be the Design Build Team's responsibility to coordinate with the Engineer to determine what, if any, additional permit action is required. The Design-Build Team shall also be responsible for initiating the request for the authorization of such construction method by the permitting agency. The request shall be submitted through the Engineer. The Design-Build Team shall not utilize the construction method until it is approved by the permitting agency. The request normally takes approximately 60 days to process; however, no extensions of time or additional compensation will be granted for delays resulting from the Design-Build Team's request for approval of construction methods not specifically identified in the permit.

Where construction moratoriums are contained in a permit condition which restricts the Design-Build Team's activities to certain times of the year, those moratoriums will apply only to the portions of the work taking place in the waters or wetlands provided that activities outside those areas is done in such a manner as to not affect the waters or wetlands.

**\*\*\* STANDARD SPECIAL PROVISIONS \*\*\*****LIABILITY INSURANCE**

(11-18-08)

DB1 G80

Revise the 2006 Standard Specifications as follows:

**Page 1-68, Article 107-16 is amended to include the following as the first, second, third and fourth paragraphs:**

The Design-Build Team shall be liable for any losses resulting from a breach of the terms of this contract. The Design-Build Team shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Design-Build Team and that the Design-Build Team has an opportunity to defend against such claims. The Design-Build Team shall not be responsible for punitive damages.

The Design-Build Team shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Design-Build Team from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Design-Build Team. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Design-Build Team shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the Design-Build Team and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Design-Build Team shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

**PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)**

(3-18-03)

DB1 G130

**Within Quarantined Area**

This project may be within a county regulated for plant and/or pests. If the project or any part of the Design-Build Team's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

**Originating in a Quarantined County**

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

**Contact**

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

**Regulated Articles Include**

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

**CONTRACTOR CLAIM SUBMITTAL FORM**

(9-16-08)

DB1 G140

If the Design-Build Team elects to file a written claim or requests an extension of contract time, it shall be submitted on the *Contractor Claim Submittal Form (CCSF)* available through the Construction Unit or

[http://ncdot.org/doh/operations/dp\\_chief\\_eng/constructionunit/formsmanuals/](http://ncdot.org/doh/operations/dp_chief_eng/constructionunit/formsmanuals/).

**GIFTS FROM VENDORS AND CONTRACTORS**

(12-15-09)

DB1 G152

By Executive Order 24, issued by Governor Perdue, and *N.C. G.S. § 133-32*, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor). This prohibition covers those vendors and contractors who:

- (1) have a contract with a governmental agency; or
- (2) have performed under such a contract within the past year; or
- (3) anticipate bidding on such a contract in the future.

For additional information regarding the specific requirements and exemptions, vendors and contractors are encouraged to review Executive Order 24 and *G.S. § 133-32*.

Executive Order 24 also encouraged and invited other State Agencies to implement the requirements and prohibitions of the Executive Order to their agencies. Vendors and contractors should contact other State Agencies to determine if those agencies have adopted Executive Order 24.

**EMBANKMENTS**

(5-16-06) (Rev 10-19-10)

DB2 R18

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 2-22, Article 235-3 MATERIALS**, amend as follows:

Add the following as the second sentence of the first paragraph:

Do not use material meeting the requirements of AASHTO M145 for soil classification A-2-5 and A-5 with a plasticity index (PI) of less than 8 within 12" of the subgrade.

Add the following as the second sentence of the second paragraph:

Aerate and dry material containing moisture content in excess of what is required to achieve embankment stability and specified density.

**Page 2-22, Subarticle 235-4(B) Embankment Formation**, add the following:

- (16) Do not place rock or broken pavement in embankment areas where piles or drilled shaft foundations are to be constructed. This shall include but not be limited to piles and foundations for structures, metal signal poles, overhead sign structures, and high mount lighting.

**AGGREGATE SUBGRADE**

(09-18-07) (Rev 03-16-10)

DB2 R35

**Description**

Construct aggregate subgrades in accordance with the contract or as directed by the Engineer. Undercut as needed in cut areas. Install fabric for soil stabilization and place Class IV Subgrade Stabilization at locations shown on the plans.

**Materials**

Refer to Division 10 of the 2006 *Standard Specifications for Roads and Structures*.

<b>Item</b>	<b>Section</b>
Select Material, Class IV	1016
Fabric for Soil Stabilization, Type 4	1056

Use Class IV Select Material for Class IV Subgrade Stabilization. If Class IV Subgrade Stabilization does not meet the requirements of Article 1010-2 of the 2006 *Standard Specifications for Roads and Structures*, the Engineer may consider the material reasonably acceptable in accordance with Article 105-3 of the 2006 *Standard Specifications for Roads and Structures*.

**Construction Methods**

When shallow undercut is required to construct aggregate subgrades, undercut 6 to 24 inches as shown on the plans or as directed by the Engineer. Perform undercut excavation in accordance with Section 225 of the 2006 *Standard Specifications for Roads and Structures*. Install fabric for soil stabilization in accordance with Article 270-3 of the 2006 *Standard Specifications for Roads and Structures*. Place Class IV Subgrade Stabilization (standard size no. ABC) by end dumping ABC on the fabric. Do not operate heavy equipment on the fabric until it is covered with Class IV Subgrade Stabilization. Compact ABC to 92% of AASHTO T180 as modified by the Department or to the highest density that can be reasonably obtained.

Maintain Class IV Subgrade Stabilization in an acceptable condition and minimize the use of heavy equipment on ABC in order to avoid damaging aggregate subgrades. Provide and maintain drainage ditches and drains as required to prevent entrapping water in aggregate subgrades.

**FLOWABLE FILL**

(8-21-07)

DB3 R30

**Description**

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



**Materials**

Provide flowable fill material in accordance with Article 340-2 of the 2006 *Standard Specifications for Roads and Structures*.

**Construction Methods**

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

**BRIDGE APPROACH FILLS**

(10-19-10)

DB4 R01

**Description**

Construct bridge approach fills in accordance with the contract. Bridge approach fills include bridge approach fills for sub regional tier bridges and reinforced bridge approach fills. Geotextiles include engineering fabrics and geomembranes.

**Materials**

Refer to Division 10 of the *Standard Specifications*:

<b>Item</b>	<b>Section</b>
Portland Cement Concrete, Class B	1000
Select Material	1016
Subsurface Drainage Materials	1044
Engineering Fabrics	1056

Use Class III or V Select Material for reinforced approach fills and only Class V Select Material (standard size no. 78M stone) for bridge approach fills for sub regional tier bridges. Provide polyvinyl chloride (PVC) plastic drainage pipes, fittings and outlet pipes for subsurface drainage materials for all bridge approach fills. For bridge approach fills for sub regional tier bridges, use Type 1 Engineering Fabric for filter fabric to encase no. 78M stone. For reinforced bridge approach fills, use Type 5 Engineering Fabric for woven fabrics and Type 2 Engineering Fabric and no. 78M stone for drains.

Load, transport, unload and store geomembranes such that they are kept clean and free of damage. Geomembranes with defects, flaws, deterioration or damage will be rejected. Do not unwrap geomembranes until just before installation and do not leave geomembranes exposed for more than 7 days before covering geomembranes with woven fabrics.

Use either polyvinyl chloride (PVC), high density polyethylene (HDPE) or linear low density polyethylene (LLDPE) geomembranes. For PVC geomembranes, provide grade PVC30 geomembranes meeting the requirements of ASTM D7176. For HDPE and LLDPE

geomembranes, use geomembranes with a nominal thickness of 30 mils meeting the requirements of Geosynthetic Research Institute Standard Specifications GM13 or GM17, respectively.

### **Construction Methods**

Excavate as necessary for bridge approach fills in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place geomembranes or filter fabrics until obtaining approval from the Department of the excavation depth and foundation material.

Attach geomembranes or filter fabrics to back of end bent caps and wing walls with adhesives, tapes or other approved methods. Use wire staples as needed to hold filter fabrics in place until covered. Overlap adjacent fabrics a minimum of 18" such that overlaps are parallel to the roadway centerline. Glue or weld geomembrane seams to prevent leakage. Contact the Engineer when existing or future structures such as foundations, pavements, pipes, inlets or utilities will interfere with geotextiles.

For reinforced bridge approach fills, place woven fabrics within 2" of locations shown on the plans and in slight tension free of kinks, folds, wrinkles or creases. Place first layer of woven fabric directly on geomembranes with no void or material in between. Install woven fabrics with the machine direction (MD) parallel to the roadway centerline. The MD is the direction of the length or long dimension of the roll. Do not splice or overlap woven fabrics in the MD such that splices or overlaps are perpendicular to the roadway centerline. Install woven fabrics with the orientation, dimensions and number of layers shown on the plans. Wrap woven fabrics as shown on the plans or as directed by the Engineer.

For reinforced bridge approach fills, construct 1 ft by 1 ft drains consisting of 4" diameter perforated PVC pipes surrounded by no. 78M stone wrapped in type 2 fabric. For bridge approach fills for sub regional tier bridges, install 4" diameter perforated PVC drainage pipes as shown on the plans.

Firmly connect PVC pipes together as needed. Connect perforated pipes to outlet pipes near the back faces of wing walls. Provide drains with positive drainage towards outlets. Place pipe sleeves in or under wing walls for outlet pipes such that positive drainage is maintained. Use sleeves of sufficient strength to withstand wing wall loads.

Place select material in 8 to 10 inch thick lifts. Compact Class III Select Material in accordance with Subarticle 235-4(C) of the *Standard Specifications*. Do not displace or damage fabrics or drains when placing and compacting select material. End dumping directly on fabrics and drains is not permitted. Do not operate heavy equipment on woven fabrics or drains until they are covered with at least 8" of select material. Replace any damaged fabrics and drains to the satisfaction of the Engineer.

Use only hand operated compaction equipment for bridge approach fills for sub regional tier bridges and within 3 ft of end bent cap back or wing walls for reinforced bridge approach fills. At a distance greater than 3 ft for reinforced bridge approach fills, compact select material with

at least 4 passes of an 8 – 10 ton vibratory roller. Smooth wheeled or rubber tired rollers are also acceptable for compacting select material. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet.

Use solvent cement for connecting outlet pipes and fittings such as wyes, tees and elbows. Provide connectors for outlet pipes and fittings that are watertight and suitable for gravity flow conditions. All open ends of outlet pipes shall be covered with rodent screens.

Connect drains to concrete pads or existing drainage structures at ends of outlet pipes as directed by the Engineer. Construct concrete pads and provide an Ordinary Surface Finish in accordance with Subarticle 825-6(B) of the *Standard Specifications*.

### **FINE GRADING SUBGRADE, SHOULDERS AND DITCHES**

(07-21-09)

DB5 R001

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 5-1, Article 500-1 Description**, replace the first sentence with the following:

Perform the work covered by this section including but not limited to preparing, grading, shaping, manipulating moisture content, and compacting either an unstabilized or stabilized roadbed to a condition suitable for placement of base course, pavement, and shoulders.

**Page 5-1, Subarticle 500-2(A) General**, insert the following as the fifth paragraph:

Control the moisture content of the material by drying or adding water.

### **AGGREGATE BASE COURSE**

12-19-06

DB5 R03

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 5-11, Article 520-5 Hauling and Placing Aggregate Base Material, 6th paragraph**, replace the first sentence with the following:

Base course that is in place on November 15 shall have been covered with a subsequent layer of pavement structure or with a sand seal. Base course that has been placed between November 16 and March 15 inclusive shall be covered within 7 calendar days with a subsequent layer of pavement structure or with a sand seal.

### **PREPARATION OF SUBGRADE AND BASE**

(01-16-96)

DB5 R05

On mainline portions and ramps of this project, prepare the subgrade and base beneath the pavement structure in accordance with the applicable sections of the 2006 *Standard Specifications for Roads and Structures* except use an automatically controlled fine grading machine utilizing string lines, laser controls, or other approved methods to produce final

subgrade and base surfaces meeting the lines, grades, and cross sections required by the plans or established by the Engineer.

### **ASPHALT PAVEMENTS**

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

#### **DIVISION 6** **ASPHALT PAVEMENTS**

**Delete Division 6 of the 2006 *Standard Specifications for Roads and Structures* in its entirety and replace with Division 6 of the 2012 *Standard Specifications for Roads and Structures*, which is hereby incorporated and made a part of this contract.**

**\*\* NOTE \*\* Deleted Asphalt Pavements – Superpave Standard Special Provision**

#### **ASPHALT PAVEMENTS - WARM MIX ASPHALT SUPERPAVE**

(5-19-09) (Rev 01-18-11)

DB6 R002

Warm Mix Asphalt (WMA) is defined as additives or processes that allow a reduction in the temperature at which asphalt mixtures are produced and placed.

Notify the Engineer at least 2 weeks before producing the WMA so the Engineer can arrange a pre-pave meeting. Discuss special testing requirements necessary for WMA at the pre-pave meeting. Include at the pre-pave meeting the Design-Build Team's QC manager, Paving Superintendent, and manufacturer's representative for the WMA technology to be used, the Department's Roadway Construction Engineer, Resident Engineer, State Pavement Construction Engineer, and Quality Assurance Supervisor.

Require a manufacturer's representative for the WMA technology to be present on site at the plant during the initial production and on the roadway during the laydown of the warm mix asphalt.

The requirement for the manufacturer's representative to be present at the pre-pave meeting and on-site at the plant may be waived by the Engineer based on previous work experience with the specific WMA technology used.

If the use of WMA is suspended during production, and the Design-Build Team begins using Hot Mix Asphalt (HMA), then the Design-Build Team shall be required to use HMA for the remainder of the specific route or map unless otherwise approved by the Engineer.

When producing Warm Mix Asphalt, gyrate specimens to specified  $N_{des}$  compaction effort without reheating mix other than to desired compaction temperature. Record time needed to reheat samples (if any).

When producing WMA, perform TSR testing at

- i. Prior to initial production for each JMF and
- ii. Every 15,000 tons

After three (3) consecutive passing TSR tests for a specific JMF, a request may be submitted to the State Asphalt Design Engineer to revert to the *Hot-Mix Asphalt QMS Manual* procedures for TSR testing on that JMF. This request shall be submitted in writing and shall include all test result data (Material and Tests Unit Form 612s) performed on the specific JMF.

### **ASPHALT BINDER CONTENT OF ASPHALT PLANT MIXES**

(10-6-05)

DB6 R15

The approximate asphalt binder content of the asphalt concrete plant mixtures used on this project will be as follows:

Asphalt Concrete Base Course	Type B 25.0_	4.4%
Asphalt Concrete Intermediate Course	Type I 19.0_	4.8%
Asphalt Concrete Surface Course	Type S 4.75A	6.8%
Asphalt Concrete Surface Course	Type SF 9.5A	6.7%
Asphalt Concrete Surface Course	Type S 9.5_	6.0%
Asphalt Concrete Surface Course	Type S 12.5_	5.5%

The actual asphalt binder content will be established during construction by the Engineer within the limits established in the *2006 Standard Specifications* or Project Special Provisions.

### **ASPHALT PLANT MIXTURES**

(07-01-95)

DB6 R20

Place asphalt concrete base course material in trench sections with asphalt pavement spreaders made for the purpose or with other equipment approved by the Engineer.

### **FINAL SURFACE TESTING - ASPHALT PAVEMENTS**

(07-15-08)

DB6 R45

On -Y- lines of this project where the typical section requires two or more layers of new pavement, perform acceptance testing of the longitudinal profile of the finished pavement surface in accordance with Article 610-13 of the 2012 Standard Specifications for Roads and Structures using a North Carolina Hearne Straightedge (Model No. 1), except as modified herein.

**Replace Table 610-8 with the following:**

<b>Adjustment Schedule for Cumulative Straightedge Index (CSI) (Obtained by adding SE Index of up to 25 consecutive 100 ft. (30m) sections)</b>		
<b>*CSI</b>	<b>ACCEPTANCE CATEGORY</b>	<b>CORRECTIVE ACTION</b>
0-0	Acceptable	None
1-0 or 2-0	Acceptable	None
3-0 or 4-0	Acceptable	None
Any Other Number	Unacceptable	Required

**\*Either Before or After Corrective Actions****Replace the 14<sup>th</sup> paragraph of Article 610-13(B) with the following:**

Correct any deviation that exceeds a 0.3 inch (7.5 mm) blanking band such that the deviation is reduced to 0.2 inches (5 mm) or less.

**Replace the 16<sup>th</sup>, 17<sup>th</sup>, 18<sup>th</sup>, and 19<sup>th</sup> paragraphs of Article 610-13(B) with the following:**

Take corrective actions as specified if the CSI indicates “Required” corrective action. The CSI after corrective action should meet or exceed “Acceptable” requirements.

Where corrective action is required, the test section(s) requiring corrective action will be retested, unless the Engineer directs the retesting of the entire lot.

Test sections and/or lots that are initially tested by the Design-Build Team which indicate excessive deviations such that corrective action is required, may be re-rolled with asphalt rollers while the mix is still warm and in a workable condition, to possibly correct the problem. In this instance, reevaluation of the test section(s) must be completed within 24 hours of pavement placement and these test results will serve as the initial test results.

**CONCRETE PAVEMENTS AND SHOULDERS**

(08-24-09)(Rev. 07-20-10)

DB7 R20

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**DIVISION 7**  
**CONCRETE PAVEMENT AND SHOULDERS**

**Delete Division 7 of the 2006 *Standard Specifications for Roads and Structures* in its entirety and replace with Division 7 of the 2012 *Standard Specifications for Roads and Structures*, which is hereby incorporated and made a part of this contract.**

**SECTION 1000**  
**PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY**

**Page 10-2, Subarticle 1000-3(A) Composition and Design**, delete the Subarticle and substitute the following:

Submit concrete paving mix design in terms of saturated surface dry weights on M&T Form 312U for approval a minimum of 30 days prior to proposed use. Use a mix that contains a minimum of 526 pounds of cement per cubic yard, a maximum water cement ratio of 0.559, an air content in the range of 4.5 to 5.5 percent, a maximum slump of 1.5" and a minimum flexural strength of 650 psi and a minimum compressive strength of 4,500 psi at 28 days.

The cement content of the mix design may be reduced by a maximum of 20% and replaced with fly ash at a minimum rate of 1.2 pounds of fly ash to each pound of cement replaced. Use a maximum water-cementitious material ratio not to exceed 0.538.

The cement content of the mix design may be reduced by a maximum of 50% and replaced with blast furnace slag pound for pound.

Include in the mix design the source of aggregates, cement, fly ash, slag, water and admixtures; the gradation and specific gravity of the aggregates; the fineness modulus (F.M.) of the fine aggregate; and the dry rodded unit weight and size of the coarse aggregate. Submit test results showing that the mix design conforms to the criteria, including the 1, 3, 7, 14 and 28-day strengths of the average of two 6" x 6" x 20" beams and the average of two 6" x 12" cylinders for each age made and tested in accordance with AASHTO R39, T22 and T97. Design the mix to produce an average strength sufficient to indicate that a minimum strength of 650 psi in flexure and 4,500 psi in compression will be achieved in the field within 28 days.

If any change is made to the mix design, submit a new mix design.

If any major change is made to the mix design, also submit new test results showing the mix design conforms to the criteria. A major change to the mix design is defined as:

- 1) A source change in Coarse aggregate, Fine aggregate, Cement or Pozzolan (applies only to a change from one type of pozzolan to another; e.g., Class F fly ash to Class C fly ash)
- 2) A quantitative change in Coarse aggregate (applies to an increase or decrease greater than 5 %), Fine aggregate (applies to an increase or decrease greater than 5 %), Water (applies to an increase only), Cement (applies to a decrease only), Pozzolan (applies to a decrease only).

Where concrete with a higher slump for hand methods of placing and finishing is necessary, submit an adjusted mix design for approval to provide a maximum slump of 3" and to maintain the water-cementitious material ratio established by the original mix design.

**Page 10-6, Table 1000-1**, under column titled “Minimum compressive Strength at 28 days, psi”, in row titled “Pavement”, delete “650 flexural” and replace with “4,500 design, field” and “650 flexural, design only.”

### **DIAMOND GRINDING CONCRETE PAVEMENT**

The operations detailed in this special provision will take effect if the design build team elects to diamond grind the completed concrete pavement surface or is required to diamond grind due to excessive corrective action to achieve a satisfactory International Roughness Index (IRI) in accordance with the Standard Special Provisions.

Perform the work covered by this provision including but not limited to diamond grinding and regrinding concrete pavement to meet final smoothness IRI testing requirements, evaluating existing concrete pavement and aggregate properties, selecting diamond tipped saw blades and configuration of cutting head; continual removal of residual slurry from pavement and disposal; providing necessary traffic control; furnishing all labor, materials, supplies, tools, equipment and incidentals as necessary.

Use equipment with diamond tipped saw blades gang mounted on a power driven self propelled machine with a minimum wheel base length of 15 feet (4.6 meter) that is specifically designed to smooth and texture portland cement concrete pavement. Utilize equipment that does not cause ravels; aggregate fracture; spalls or disturbance to the longitudinal or transverse joints; or damage and/or strain to the underlying surface of the pavement. Should any of the above problems occur immediately suspend operations.

Provide a minimum 3 feet (1 meter) wide grinding head with 50 (164) to 60 (200) evenly spaced grooves per foot (meter). Prior to designing the grinding head, evaluate the aggregate hardness of the concrete pavement and select the appropriate diamond size, diamond concentration and bond hardness for the individual saw blades.

Provide vacuuming equipment to continuously remove slurry residue and excess water from the pavement as part of the grinding operation. Transport slurry material and properly dispose of this material. Do not allow the slurry material to flow into a travel lane occupied by traffic or into any drainage facility, tributary, or waterway.

Grind the pavement surface to a uniform appearance with a high skid resistant longitudinal corduroy type texture. Provide grooves between 0.09 (2.28mm) and 0.15 (3.81mm) inches wide with the land area between the grooves between 0.06 (1.52mm) and 0.13 (3.30mm) inches wide. Ensure a ridge peak of approximately 0.0625 inches (1.59mm) higher than the bottom of the grooves.

Begin and end diamond grinding at lines normal to the pavement centerline. Grind only in the longitudinal direction. All grooves and adjacent passes shall be parallel to each other with no variation. Completely lap adjacent passes with no unground surface remaining between passes and no overlap of more than 1 1/2 inches (35 mm). Adjacent passes shall be within 1/8 inch (10mm) of the same height as measured with a 3 foot (0.914meter) straightedge. Maintain positive cross-slope drainage for the duration of the grinding operation.



Grind all travel lanes to include auxiliary lanes, ramps and loops with not less than 98 percent of the specified surface being textured by grinding. Grinding of the bridge decks and concrete shoulders will not be required. Remove a minimum 0.0625 inches at all locations except dips. Extra grinding to eliminate minor depressions is not required. There shall be no ridge between lanes. In a separate operation, transition the grinding of any remaining ridges greater than 1/8 inch (10 mm) in height on the outside edge next to the shoulder or at a tie to an existing facility to the satisfaction of the Engineer's material. Do not allow the slurry material to flow into a travel lane occupied by traffic or into any drainage facility, tributary, or waterway.

Grind the pavement surface to a uniform appearance with a high skid resistant longitudinal corduroy type texture. Provide grooves between 0.09 (2.28mm) and 0.15 (3.81mm) inches wide with the land area between the grooves between 0.06 (1.52mm) and 0.13 (3.30mm) inches wide. Ensure a ridge peak of approximately 0.0625 inches (1.59mm) higher than the bottom of the grooves.

Begin and end diamond grinding at lines normal to the pavement centerline. Grind only in the longitudinal direction. All grooves and adjacent passes shall be parallel to each other with no variation. Completely lap adjacent passes with no unground surface remaining between passes and no overlap of more than 1 1/2 inches (35 mm). Adjacent passes shall be within 1/8 inch (10mm) of the same height as measured with a 3 foot (0.914meter) straightedge. Maintain positive cross-slope drainage for the duration of the grinding operation.

Grind all travel lanes to include auxiliary lanes, ramps and loops with not less than 98 percent of the specified surface being textured by grinding. Grinding of the bridge decks and concrete shoulders will not be required. Remove a minimum 0.0625 inches at all locations except dips. Extra grinding to eliminate minor depressions is not required. There shall be no ridge between lanes. In a separate operation, transition the grinding of any remaining ridges greater than 1/8 inch (10 mm) in height on the outside edge next to the shoulder or at a tie to an existing facility to the satisfaction of the Engineer.

### **FINAL SURFACE TESTING AND ACCEPTANCE (IRI)**

The Design-Build Team shall perform smoothness testing of the finished pavement surface for mainline lanes, collector lanes, auxiliary lanes, acceleration and deceleration lanes greater than 1000 feet in length, and ramps / loops in accordance with Article 710-7 of the 2012 Standard Specifications for Roads and Structures and as modified herein. The smoothness for all remaining roadways shall be tested in accordance with the *Final Surface Testing - Asphalt Pavements* Standard Special Provision found elsewhere in this RFP.

The Design-Build Team shall furnish inertial profiler(s) necessary to perform this work. The Design-Build Team shall be responsible for all costs related to the procurement, handling and maintenance of these devices.

For any section, which is less than 0.10-mile in length, the applicable pay adjustment incentive shall be prorated on the basis of the actual length.

Table below provides the acceptance quality rating scale of pavement based on the final rideability determination.

<b>MRI PRICE ADJUSTMENT PER 0.10-MILE SECTION</b>	
<b>MRI after Completion (Inches Per Mile)</b>	<b>Price Adjustment (0.10-Mile Section)</b>
45.0 and Under	PA = \$ 200.00
45.1-55.0	PA = 600 – (10 * MRI)
55.1-70.0	Acceptable (No Pay Adjustment)
70.1-90.0	PA = 650 – (10 * MRI)
Over 90.1	Corrective Action Required

This price adjustment will apply to each 0.10-mile section based on the Mean Roughness Index (MRI), the average IRI values from both wheel paths.

No incentives will be provided for sections on which corrective actions have been required.

**SUBSURFACE DRAINAGE**

(7-20-10)

DB8 R05

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 8-13, Delete Section 815 SUBSURFACE DRAINAGE** and replace it with the following:

**Description**

The Design-Build Team shall construct subsurface drains, underdrains, blind drains and other types of drains where groundwater is within 4 feet of subgrade. Install markers to locate concrete pads for drains. This provision does not apply to shoulder drains.

**Materials**

Refer to Division 10 of the *Standard Specifications*.

<b>Item</b>	<b>Section</b>
Portland Cement Concrete, Class B	1000
Select Material, Class V	1016
Subsurface Drainage Materials	1044
Filter Fabric for Subsurface Drains, Type 1	1056
Steel Markers	1072-4
Steel Marker Paint	1080-14
Pavement Marker Paint	1087

Use Class B Concrete for concrete pads and Class V Select Material for subdrain coarse aggregate. Provide subdrain coarse aggregate for subsurface drains and subdrain fine aggregate for underdrains and blind drains.

## Construction Methods

Do not leave filter fabrics uncovered for more than 7 days. Excavate trenches as necessary in accordance with the contract or as directed by the Engineer. For subsurface drains, line trench with filter fabric and overlap fabric ends a minimum of 6" on top of subdrain coarse aggregate.

Install blind drains at a depth of 4 to 6 ft below subgrade elevation. Install subdrain pipes for subsurface drains and underdrains at a depth of 4 to 6 ft below subgrade elevation unless the subgrade will be proof rolled. For subsurface drains and underdrains in subgrades that will be proof rolled, install subdrain pipes at a depth of 6 ft below subgrade elevation. Firmly connect subdrain pipes together as needed. Place perforated subdrain pipes with perforations down except for pipes in dry materials, in which case turn perforations up or use non-perforated pipes. For concrete pipes in dry materials, construct mortar joints in accordance with Subarticle 300-6(A) of the *Standard Specifications*.

Place subdrain aggregate beneath, around and over subdrain pipes such that pipes are covered by at least 6" of aggregate unless shown otherwise on the plans. Do not displace or damage subdrain pipes while placing and compacting subdrain aggregate. Lightly compact backfill material such that settlement is minimized.

Use solvent cement for connecting polyvinyl chloride (PVC) outlet pipes and fittings such as wyes, tees and elbows. Provide connectors for outlet pipes and fittings that are watertight and suitable for gravity flow conditions. Cover open ends of outlet pipes with rodent screens as shown on the plans.

Connect drains to concrete pads or existing drainage structures at ends of outlet pipes. Construct concrete pads and provide an Ordinary Surface Finish in accordance with Subarticle 825-6(B) of the *Standard Specifications*. Furnish and install steel and pavement markers at concrete pads as shown on the plans.

Allow drains to function for up to 30 days or a sufficient time as determined by the Engineer before undercutting, proof rolling or constructing embankments over drains.

### **GUARDRAIL ANCHOR UNITS, TYPE M-350**

(04-20-04)

DB8 R60

#### **Description**

Furnish and install guardrail anchor units in accordance with the details in the plans developed by the Design-Build Team, the applicable requirements of Section 862 of the 2006 *Standard Specifications for Roads and Structures*, and at locations shown in the plans.

#### **Materials**

The Design Build Team may, at his option, furnish any one of the following guardrail anchor units or approved equal.

The guardrail anchor unit (SRT-350) as manufactured by:

TRINITY INDUSTRIES, INC.  
2525 N. STEMMONS FREEWAY  
DALLAS, TEXAS 75207  
TELEPHONE: 800 644-7976

The guardrail anchor unit (FLEAT) as manufactured by:

ROAD SYSTEMS, INC.  
3616 OLD HOWARD COUNTY AIRPORT  
BIG SPRINGS, TEXAS 79720  
TELEPHONE: 915-263-2435

The guardrail anchor unit (REGENT) as manufactured by:

ENERGY ABSORPTION SYSTEMS, INC.  
ONE EAST WACKER DRIVE  
CHICAGO, ILLINOIS 60601-2076  
TELEPHONE: 888-32-ENERGY

Prior to installation the Design Build Team shall submit to the Engineer:

1. FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Section 106-2 of the 2006 *Standard Specifications for Roads and Structures*.
2. Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Section 105-2 of the 2006 *Standard Specifications for Roads and Structures*.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

### **Construction**

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Section 1088-3 of the 2006 *Standard Specifications for Roads and Structures* and is incidental to the cost of the guardrail anchor unit.

**GUARDRAIL ANCHOR UNITS, TYPE 350**

(04-20-04)

DB8 R65

**Description**

Furnish and install guardrail anchor units in accordance with the details in the plans as developed by the Design-Build Team, the applicable requirements of Section 862 of the 2006 *Standard Specifications for Roads and Structures*, and at locations shown in the plans.

**Materials**

The Design-Build Team may at his option, furnish any one of the guardrail anchor units or approved equal.

Guardrail anchor unit (ET Plus) as manufactured by:

TRINITY INDUSTRIES, INC.  
2525 N. STEMMONS FREEWAY  
DALLAS, TEXAS 75207  
TELEPHONE: 800-644-7976

The guardrail anchor unit (SKT 350) as manufactured by:

ROAD SYSTEMS, INC.  
3616 OLD HOWARD COUNTY AIRPORT  
BIG SPRING, TEXAS 79720  
TELEPHONE: 915 263-2435

Prior to installation the Design-Build Team shall submit to the Engineer:

1. FHWA acceptance letter for each guardrail anchor unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Section 106-2 of 2006 *Standard Specifications for Roads and Structures*.
2. Certified working drawings and assembling instructions from the manufacturer for each guardrail anchor unit in accordance with Section 105-2 of the 2006 *Standard Specifications for Roads and Structures*.

No modifications shall be made to the guardrail anchor unit without the express written permission from the manufacturer. Perform installation in accordance with the details in the plans, and details and assembling instructions furnished by the manufacturer.

**Construction**

Guardrail end delineation is required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation consists of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Section 1088-3 of the 2006

*Standard Specifications for Roads and Structures* and is incidental to the cost of the guardrail anchor unit.

**CABLE GUIDERAIL**

(12-19-06) (Revised 11-29-07)

DB8 R69

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 8-51, Article 865-1 Description, add the following as the second sentence of the first paragraph:**

Install additional double faced cable guiderail posts without cable at median hazards as shown in Roadway Standard Drawing No. 865.01 (Sheet 1 of 12)

**Page 8-52, Article 865-2 Materials, add the following as the last paragraph:**

Additional guiderail posts shall be double faced guiderail intermediate posts.

**IMPACT ATTENUATOR UNITS, TYPE 350**

(04-20-04) (Rev. 7-18-06)

DB8 R75

**Description**

Furnish and install impact attenuator units and any components necessary to connect the impact attenuator units in accordance with the manufacturer's requirement, the details in the plans and at locations shown in the plans.

**Materials**

**NON-GATING IMPACT ATTENUATOR UNITS:**

The impact attenuator unit (QUADGUARD) as manufactured by:

ENERGY ABSORPTION SYSTEMS, INC.  
ONE EAST WACKER DRIVE  
CHICAGO, ILLINOIS 60601-2076  
TELEPHONE: 312-467-6750

The impact attenuator unit (TRACC) as manufactured by:

TRINITY INDUSTRIES, INC.  
2525 N. STEMMONS FREEWAY  
DALLAS, TEXAS 75207  
TELEPHONE: 1-800-644-7976

**GATING IMPACT ATTENUATOR UNITS:**

The impact attenuator unit (BRAKEMASTER) as manufactured by:

ENERGY ABSORPTION SYSTEMS, INC.  
ONE EAST WACKER DRIVE  
CHICAGO, ILLINOIS 60601-2076  
TELEPHONE: 312-467-6750

The impact attenuator unit (CAT) as manufactured by:

TRINITY INDUSTRIES, INC.  
2525 N. STEMMONS FREEWAY  
DALLAS, TEXAS 75207  
TELEPHONE: 1-800-644-7976

Prior to installation the Design-Build Team shall submit to the Engineer:

1. FHWA acceptance letter for each impact attenuator unit certifying it meets the requirements of NCHRP Report 350, Test Level 3, in accordance with Section 106-2 of the 2006 *Standard Specifications for Roads and Structures*.
2. Certified working drawings and assembling instructions from the manufacturer for each impact attenuator unit in accordance with Section 105-2 of the 2006 *Standard Specifications for Roads and Structures*.

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

**Construction Methods**

If the median width is 40 feet or less, the Design-Build Team shall supply one of the NON-GATING Impact Attenuator Units listed in the Materials Section herein.

If the median width is greater than 40 feet, the Design-Build Team may use any of the GATING or NON-GATING Impact Attenuator Units listed in the Materials Section herein.

**FENCE**  
(03-06-06)

DB8 R86

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 8-54, Subarticle 866-3(A), second sentence,**

Add *existing fencing* after stumps

**PREFORMED SCOUR HOLE WITH LEVEL SPREADER APRON**

(08-24-09)

DB8 R105

**Description**

Construct and maintain preformed scour holes with spreader aprons at the locations shown on the plans and in accordance with the details in the plans. Work includes excavation, shaping and maintaining the hole and apron, furnishing and placing filter fabric, rip rap (class as specified in the plans) and permanent soil reinforcement matting.

**Materials**

Item	Section
Plain rip rap	1042
Filter Fabric	1056

The permanent soil reinforcement matting shall be permanent erosion control reinforcement mat and shall be constructed of synthetic or a combination of coconut and synthetic fibers evenly distributed throughout the mat between a bottom UV stabilized netting and a heavy duty UV stabilized top net. The matting shall be stitched together with UV stabilized polypropylene thread to form a permanent three dimensional structure. The mat shall have the following minimum physical properties:

Property	Test Method	Value Unit
Light Penetration	ASTM D6567	9 %
Thickness	ASTM D6525	0.40 in
Mass Per Unit Area	ASTM D6566	0.55 lb/sy
Tensile Strength	ASTM D6818	385 lb/ft
Elongation ( Maximum)	ASTM D6818	49 %
Resiliency	ASTM D1777	> 70 %
UV Stability *	ASTM 4355	≥ 80 %
Porosity (Permanent Net)	ECTC Guidelines	≥ 85 %
Maximum Permissible Shear Stress (Vegetated)	Performance Bench Test	≥ 8.0 lb/ft <sup>2</sup>
Maximum Allowable Velocity (Vegetated)	Performance Bench Test	≥ 16.0 ft/s

\*ASTM D1682 Tensile Strength and % strength retention of material after 1000 hours of exposure.

A certification (Type 1, 2, or 3) from the manufacturer showing:

- (A) the chemical and physical properties of the mat used, and
- (B) conformance of the mat with this specification will be required.

**Construction Methods**

All areas to be protected with the mat shall be brought to final grade and seeded in accordance with Section 1660 of the *Standard Specifications*. The surface of the soil shall be smooth, firm,



stable and free of rocks, clods, roots or other obstructions that would prevent the mat from lying in direct contact with the soil surface. Areas where the mat is to be placed will not need to be mulched.

### **STREET SIGNS AND MARKERS AND ROUTE MARKERS**

(07-01-95)

DB9 R01

Move any existing street signs, markers, and route markers out of the construction limits of the project and install the street signs and markers and route markers so that they will be visible to the traveling public if there is sufficient right of way for these signs and markers outside of the construction limits.

Near the completion of the project and when so directed by the Engineer, move the signs and markers and install them in their proper location in regard to the finished pavement of the project.

Stockpile any signs or markers that cannot be relocated due to lack of right of way, or any signs and markers that will no longer be applicable after the construction of the project, at locations directed by the Engineer for removal by others.

The Design-Build Team shall be responsible to the owners for any damage to any street signs and markers or route markers during the above described operations.

### **STEEL U-CHANNEL POSTS AND STEEL SQUARE TUBE SUPPORTS**

(7-18-06) (Rev 1-18-11)

SP9 R02

Revise the *2006 Standard Specifications* as follows:

**Page 9-15 Subarticle 903-3(D) delete the last sentence in the first paragraph and add the following:**

Use posts of sufficient length to permit the appropriate sign mounting height. Spliced posts are not permitted on new construction.

**Page 9-16 Subarticle 903-3(G) delete the last sentence in the first paragraph and add the following:**

Use posts of sufficient length to permit the appropriate sign mounting height. Spliced posts are not permitted on new construction.

**Page 9-16 Subarticle 903-3(G), delete the fourth paragraph and add the following:**

Do not weld or cut supports in the field except for the saw cutting of steel square tube material for the frames and cross-braces that may be required for Types D, E, and F signs with two or more supports.

**SHIPPING SIGNS**

(05-15-07)

DB9 R03

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 9-2, Section 901-3(A), General, add the following as the 7th paragraph:**

Ship all multi-panel signs to the project intact, completely assembled and ready to be hung. Fabricate signs taller than 12 ft as 2 separate signs with a horizontal splice, ready to be spliced and hung. No assembly other than a horizontal splice will be permitted.

**GALVANIZED HIGH STRENGTH BOLTS, NUTS AND WASHERS**

(2-17-09) (Rev 5-17-11)

DB10 R02

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 10-126, Subarticle 1072-7(F)(3) Change the AASHTO reference to ASTM B695 Class 55**

**Page 10-247, Table 1092-2, Steel Sign Materials,** Change High Strength Bolts, Nuts & Washers ASTM Specifications for Galvanizing to B695 Class 55.

**Page 10-259, Subarticle 1094-1(A) Breakaway or Simple Steel Beam Sign Supports,** replace the third paragraph with the following:

Fabricate high strength bolts, nuts, and washers required for breakaway supports from steel in accordance with ASTM A325 and galvanize in accordance with ASTM B695 Class 55.

**Page 10-261, Article 1096-2 Steel Overhead Sign Structures,** replace the last sentence with the following:

The galvanizing shall meet ASTM B695 Class 55 for fasteners and ASTM A123 for other structural steel.

**GALVANIZING**

(8-17-10)

DB10 R03

Revise the *Standard Specifications* as follows:

**Page 10-150, Subarticle 1076-1, Galvanizing,** add a second paragraph as the follows:

Allow the Engineer to obtain samples of molten zinc directly from the galvanizing vat upon request.

**AGGREGATE PRODUCTION**

(11-20-01)

DB10 R05

Provide aggregate from a producer who utilizes the new Aggregate Quality Control / Quality Assurance Program that is in effect at the time of shipment.

No price adjustment is allowed to Design-Build Team or producers who utilize the new program. Participation in the new program does not relieve the producer of the responsibility of complying with all requirements of the 2006 *Standard Specifications for Roads and Structures*. Copies of this procedure are available upon request from the Materials and Test Unit.

**CONCRETE BRICK AND BLOCK PRODUCTION**

(11-20-01)

DB10 R10

Provide concrete brick and block from a producer who utilizes the new Solid Concrete Masonry Brick / Unit Quality Control / Quality Assurance Program that is in effect on the date that material is received on the project.

No price adjustment is allowed to Design-Build Team or producers who utilize the new program. Participation in the new program does not relieve the producer of the responsibility of complying with all requirements of the 2006 *Standard Specifications for Roads and Structures*. Copies of this procedure are available upon request from the Materials and Test Unit.

**PORTLAND CEMENT CONCRETE (Alkali-Silica Reaction)**

(2-20-07)

DB10 R16

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Article 1024-1(A), replace the 2nd paragraph with the following:**

Certain combinations of cement and aggregate exhibit an adverse alkali-silica reaction. The alkalinity of any cement, expressed as sodium-oxide equivalent, shall not exceed 1.0 percent. For mix designs that contain non-reactive aggregates and cement with an alkali content less than 0.6%, straight cement or a combination of cement and fly ash, cement and ground granulated blast furnace slag or cement and microsilica may be used. The pozzolan quantity shall not exceed the amount shown in Table 1024-1. For mixes that contain cement with an alkali content between 0.6% and 1.0%, and for mixes that contain a reactive aggregate documented by the Department, regardless of the alkali content of the cement, use a pozzolan in the amount shown in Table 1024-1.

Obtain the list of reactive aggregates documented by the Department at:

<http://www.ncdot.org/doh/operations/materials/pdf/quarrysrprob.pdf>

<b>Table 1024-1</b>	
<b>Pozzolans for Use in Portland Cement Concrete</b>	
<i>Pozzolan</i>	<i>Rate</i>
Class F Fly Ash	20% by weight of required cement content, with 1.2 lbs Class F fly ash per lb of cement replaced
Ground Granulated Blast Furnace Slag	35%-50% by weight of required cement content with 1 lb slag per lb of cement replaced
Microsilica	4%-8% by weight of required cement content, with 1 lb microsilica per lb of cement replaced

**GLASS BEADS**

(7-18-06)(Rev 10-19-10)

DB10 R35

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 10-223, 1087-4(A) Composition**, add the following as the fourth paragraph:

Glass beads shall have no more than 75 parts per million of arsenic as determined by the United States Environmental Protection Agency Method 6010B in conjunction with the United States Environmental Protection Agency Method 3052 modified.

**Page 10-223, 1087-4(C) Gradation & Roundness**, delete the last paragraph and replace the second sentence of the first paragraph with the following:

All Drop-On and Intermixed Glass Beads shall be tested in accordance with ASTM D1155.

**Page 10-226, 1087-8 Material Certification**, add the following below the first sentence:

Glass Beads (for paint, thermoplastic and polyurea) – Type 3 Material Certification for no more than 75 parts per million of arsenic.

**ENGINEERING FABRICS**

(7-18-06) (Rev 10-19-10)

DB10 R40

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 10-99, Delete Section 1056 ENGINEERING FABRICS** and replace it with the following:

**SECTION 1056**  
**ENGINEERING FABRICS**

**1056-1 General**

Use engineering fabrics that meet the requirements of Article 4.1 of AASHTO M288 and have been evaluated by National Transportation Product Evaluation Program (NTPEP). When required, sew fabrics together in accordance with Article X1.1.4 of AASHTO M288. Provide

sewn seams with seam strengths meeting the required strengths for the engineering fabric type and class specified.

Load, transport, unload and store fabrics such that they are kept clean and free of damage. Label, ship and store fabrics in accordance with Section 7 of AASHTO M288. Fabrics with defects, flaws, deterioration or damage will be rejected. Do not unwrap fabrics until just before installation. With the exception of fabrics for temporary silt fences and mechanically stabilized earth (MSE) wall faces, do not leave fabrics exposed for more than 7 days before covering fabrics with material.

When required, use pins a minimum of 3/16" in diameter and 18" long with a point at one end and a head at the other end that will retain a steel washer with a minimum outside diameter of 1.5". When wire staples are required, provide staples in accordance with Subarticle 1060-8(D) of the 2006 *Standard Specifications for Roads and Structures*.

### **1056-2 Fabric Properties**

Provide Type 1 Certified Mill Test Report, Type 2 Typical Certified Mill Test Report or Type 4 Certified Test Report in accordance with Article 106-3 of the 2006 *Standard Specifications for Roads and Structures*. Furnish certifications with minimum average roll values (MARV) as defined by ASTM D4439 for all fabric properties with the exception of elongation. For testing fabrics, a lot is defined as a single day's production.

Provide engineering fabric types and as submitted and accepted by the Department. Machine direction (MD) and cross-machine direction (CD) are as defined by ASTM D4439. Use woven or nonwoven fabrics with properties meeting the requirements of Table 1056-1.

**TABLE 1056-1  
FABRIC PROPERTY REQUIREMENTS**

Property	ASTM Test Method	Requirements (MARV <sup>1</sup> )				
		Type 1	Type 2	Type 3 <sup>2</sup>	Type 4	Type 5 <sup>3</sup>
<i>Typical Application</i>		<i>Shoulder Drains</i>	<i>Under Riprap</i>	<i>Temporary Silt Fence</i>	<i>Soil Stabilization</i>	<i>Temporary MSE Walls</i>
Elongation (MD & CD)	D4632	≥ 50 %	≥ 50 %	≤ 25 %	< 50 %	< 50 %
Grab Strength (MD & CD)	D4632	90 lbs	205 lbs	100 lbs	180 lbs	---
Tear Strength (MD & CD)	D4533	40 lbs	80 lbs	---	70 lbs	---
Puncture Strength	D6241	220 lbs	440 lbs	---	370 lbs	---
Wide Width Tensile Strength @ Ultimate (MD & CD)	D4595	---	---	---	---	2400 lbs/ft (unless required otherwise in the contract)
Permittivity	D4491	0.20 sec <sup>-1</sup>	0.20 sec <sup>-1</sup>	0.05 sec <sup>-1</sup>	0.05 sec <sup>-1</sup>	0.20 sec <sup>-1</sup>
Apparent Opening Size <sup>4</sup>	D4751	#60	#60	#30	#40	#30
Ultraviolet Stability (retained strength) <sup>5</sup>	D4355	50 %	50 %	70 %	50 %	50%

<sup>1</sup>MARV does not apply to elongation  
<sup>2</sup>Minimum roll width of 36" required  
<sup>3</sup>Minimum roll width of 13 ft required  
<sup>4</sup>US Sieve No. per AASHTO M92  
<sup>5</sup>After 500 hours of exposure

### **QUALIFICATION OF WELDS AND PROCEDURES**

(6-3-09)

DB 10 R43

**Page 10-143, Subarticle 1072-20(D) Qualification of Welds and Procedures**, replace the third sentence of the first paragraph with the following:

For all prequalified field welds, submit Welding Procedure Specifications (WPS) for each joint configuration for approval at least 30 days prior to performing any welding. In lieu of this, use the WPS provided and preapproved by the Department. These preapproved WPS are available from the Materials and Tests Unit or at:

[http://www.ncdot.org/doh/operations/materials/structural/appr\\_proc.html](http://www.ncdot.org/doh/operations/materials/structural/appr_proc.html).

Use non-prequalified welds only if approved by the Engineer. Submit WPS for all non-prequalified welds to the Engineer for approval. At no cost to the Department, demonstrate their adequacy in accordance with the requirements of the Bridge Welding Code.

### **PAINT SAMPLING AND TESTING**

(8-15-06)

DB10 R 45

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 10-190, Article 1080-4, Delete the first paragraph and replace with the following:**

All paint will be sampled, either at the point of manufacture or at the point of destination. Inspection and sampling will be performed at the point of manufacture wherever possible. The Design-Build Team shall not begin painting until the analysis of the paint has been performed, and the paint has been accepted.

### **PORTABLE CONCRETE BARRIER**

(2-20-07)

DB10 R50

The 2006 *Standard Specifications for Roads and Structures* shall be revised as follows:

**Page 10-245, Article 1090-1(A) General, add the following after the first sentence:**

The requirement for approved galvanized connectors will be waived if the barrier remains the property of the Design-Build Team.

### **CHANNELIZING DEVICES (Drums)**

7-20-10

DB10 R60

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

**Page 10-236, Subarticle 1089-5(A) Drums (1) General, replace the paragraph with the following:**

(1) General

Provide drums composed of a body, alternating orange and white 4 band pattern of Type III-High Intensity Microprismatic Sheeting and ballasts that have been evaluated by NTPEP.

The following guidelines will be used during the transition from drums with the standard 5 band engineer's grade sheeting to the new 4 band configuration.

(a) All **new** drums purchased **after July 20, 2010** shall have the new sheeting and 4 band configuration.

(b) Existing 5 band drums with engineer's grade sheeting (both new and used devices in existing inventories) will be allowed for use on all on-going construction projects

until project completion and will also be allowed for use on other projects until a sunset date has been established.

(c) Intermixing of “old drums” and “new drums” on the same project is acceptable during the transition.

(d) 4 band drums with engineer’s grade sheeting will not be allowed at anytime.

**Page 10-236, Subarticle 1089-5(A) Drums (3) Retroreflective Stripes**, replace the paragraph with the following:

(3) Retroreflective Bands

Provide a minimum of 4 retroreflective bands- 2 orange and 2 white alternating horizontal circumferential bands. The top band shall always be orange. Use a 6” to 8” wide band Type III-High Intensity Microprismatic Retroreflective Sheeting or better that meets the requirement of Section 1093 for each band. Do not exceed 2” for any non-reflective spaces between orange and white stripes. Do not splice the retroreflective sheeting to create the 6-inch band. Apply the retroreflective sheeting directly to the drum surface. Do not apply the retroreflective sheeting over a pre-existing layer of retroreflective sheeting. Do not place bands over any protruding corrugations areas. No damage to the reflective sheeting should result from stacking and unstacking the drums, or vehicle impact.

**Page 10-237, Subarticle 1089-5 (B) Skinny-Drums (1) General**, replace the paragraph with the following:

(1) General

All existing skinny-drums that do not have Type III-High Intensity Microprismatic Sheeting as a minimum will have the same transition requirements as drums as stated above. All **new** skinny-drums purchased **after July 20, 2010** shall have Type III-High Intensity Microprismatic Sheeting as the minimum. Type IV and higher grade sheeting is acceptable for use on both new and used devices.

Provide skinny-drums composed of a body, reflective bands, and ballasts that have been evaluated by NTPEP.

**Page 10-237, Subarticle 1089-5 (B) Skinny Drums (3) Retroreflective Stripes**, replace the paragraph with the following:



**(3) Retroreflective Bands**

Provide a minimum of 4 retroreflective bands- 2 orange and 2 white alternating horizontal circumferential bands for each skinny-drum. The top band shall always be orange. Use a 6" to 8" wide band Type III-High Intensity Microprismatic Retroreflective Sheeting or better that meets the requirement of Section 1093 for each band. Do not exceed 2" for any non-reflective spaces between orange and white stripes. Do not splice the retroreflective sheeting to create the 6-inch band. Apply the retroreflective sheeting directly to the skinny-drum surface. Do not apply the retroreflective sheeting over a pre-existing layer of retroreflective sheeting. Do not place bands over any protruding corrugations areas. No damage to the reflective sheeting should result from stacking and unstacking the skinny-drums, or vehicle impact.

**TEMPORARY SHORING**

(09-25-07)

DB11 R02

**Description**

Design and construct temporary shoring in accordance with the contract. Temporary shoring includes standard shoring, temporary mechanically stabilized earth (MSE) walls and non-anchored temporary shoring. Trench boxes are not considered temporary shoring. "Standard shoring" refers to *standard temporary shoring* and *standard temporary MSE walls*. Notes on plans may restrict the use of one or both types of standard shoring. Notes on plans may also require or prohibit temporary MSE walls.

Unless noted otherwise on the plans, temporary shoring is required as shown on the plans and to maintain traffic. Temporary shoring to maintain traffic is defined as shoring necessary to provide lateral support to the side of an excavation or embankment parallel to an open travelway when a theoretical 2:1 (H:V) slope from the bottom of the excavation or embankment intersects the existing ground line closer than 5 ft from the edge of pavement of the open travelway.

This provision is not applicable to anchored temporary shoring or the installation of pipes, drop inlets and utilities unless noted otherwise on the plans. Provide all shoring submittals before beginning work.

**Materials****(A) Certifications, Storage and Handling**

Provide Type 7 Contractor's Certifications in accordance with Article 106-3 of the 2006 *Standard Specifications for Roads and Structures* for all shoring materials used with the exception of reinforcing fabrics and geogrids. Furnish Type 2 Typical Certified Mill Test Reports in accordance with Article 106-3 of the 2006 *Standard Specifications for Roads and Structures* for all seam strengths and reinforcing fabric and geogrid properties. Provide minimum average roll values (MARV) in accordance with ASTM D4759 for test reports. For testing reinforcing fabric and geogrids, a lot is defined as a single day's production.

Load, transport, unload and store shoring materials such that they are kept clean and free of damage. Identify, store and handle all geogrids and geotextile fabrics in accordance with ASTM D4873. Geogrids and fabrics with defects, flaws, deterioration or damage will be rejected. Do not leave fabrics or geogrids uncovered for more than 7 days.

**(B) Shoring Backfill**

Use shoring backfill for the construction of all temporary shoring including backfilling behind non-anchored temporary shoring and in the reinforced zone for temporary MSE walls. Unless backfilling around culverts, use shoring backfill that meets the requirements of Class II Type I, Class III, Class V or Class VI select material in accordance with Section 1016 of the 2006 *Standard Specifications for Roads and Structures* or AASHTO M145 for soil classification A-2-4 with a maximum plasticity index (PI) of 6. For backfilling around culverts, use shoring backfill as defined herein except for A-2-4 soil.

**(C) Non-anchored Temporary Shoring**

Use steel shapes, plates and piles that meet the requirements of ASTM A36 and steel sheet piles that meet the requirements of Article 1084-2 of the *Standard Specifications*. Use timber lagging with a minimum allowable bending stress of 1000 psi that meets the requirements of Article 1082-1 of the 2006 *Standard Specifications for Roads and Structures*. For standard temporary shoring, use pile sections and lengths and lagging sizes as shown on the plans.

**(D) Temporary MSE Walls**

Use welded wire reinforcement forms, facings, mesh and mats that meet the requirements of AASHTO M55 or M221. Use connector bars and wires for welded wire wall components and support struts that meet the requirements of AASHTO M32. For standard temporary MSE walls, use wire gauges, strut sizes and welded wire components as shown on the plans.

**(1) Geotextile Fabrics**

Use geotextile fabrics that meet the requirements of Article 1056-1 of the 2006 *Standard Specifications for Roads and Structures*.

**(a) Reinforcing Fabric**

The reinforcement direction (RD) is defined as the direction perpendicular to the wall face and the cross-reinforcement direction (CRD) is defined as the direction parallel to the wall face.

Use woven polyester or polypropylene fabric that meets the following properties:

<b>Property</b>	<b>Test Method</b>	<b>Requirement (MARV)</b>
Wide Width Tensile Strength @ Ultimate (RD)	ASTM D4595	Varies – 200 lb / in min
Wide Width Tensile Strength @ Ultimate (CRD)	ASTM D4595	100 lb / in min
Trapezoidal Tear Strength	ASTM D4533	100 lb min
CBR Puncture Strength	ASTM D6241	600 lb min
UV Resistance after 500 hrs	ASTM D4355	70 %
Apparent Opening Size (AOS), US Sieve	ASTM D4751	20 min – 70 max
Permittivity	ASTM D4491	0.20 sec <sup>-1</sup>

For standard temporary MSE walls (temporary fabric wall) use reinforcing fabric wide width tensile strengths and lengths in the RD as shown on the plans.

**(b) Retention Fabric**

Retain shoring backfill at the face of temporary MSE walls with retention fabric. Use fabric that meets the requirements of Class 3 and the UV resistance, AOS and permittivity for separation geotextile in accordance with AASHTO M288.

**(2) SierraScape Temporary Wall**

Use uniaxial (UX) geogrids composed of high-density polyethylene (HDPE) manufactured by Tensar Earth Technologies. Test geogrids in accordance with ASTM D6637. Use connection rods manufactured by Tensar Earth Technologies to transfer the load between the facings and geogrids.

For standard temporary MSE walls (SierraScape temporary wall) use geogrid types and lengths as shown on the plans.

**(3) Terratrel Temporary Wall**

Use ribbed reinforcing steel strips manufactured by The Reinforced Earth Company that meet the requirements of ASTM A572, Grade 65. Use connector rods that meet the requirements of AASHTO M31, Grade 60 and hair pin connectors that meet the requirements of ASTM A1011, Grade 50. Use bolts, nuts and washers that meet the requirements of AASHTO M164.

For standard temporary MSE walls (Terratrel temporary wall) use ribbed steel strip size and lengths, rod lengths and diameters, hairpin connectors, bolts, nuts and washers as shown on the plans.

### **Embedment**

“Embedment” is defined as the depth of shoring below the bottom of the excavation or the grade in front of the shoring. For cantilever shoring, embedment is the depth of the piling below the grade in front of the shoring. For temporary MSE walls, embedment is the difference between the grade elevation in front of the wall and the elevation of the bottom of the reinforced zone.

### **Portable Concrete Barriers**

Provide portable concrete barriers in accordance with the plans and if shoring is located within the clear zone as defined in the *AASHTO Roadside Design Guide*. Use NCDOT portable concrete barriers (PCBs) in accordance with Roadway Standard Drawing No. 1170.01 and Section 1170 of the 2006 *Standard Specifications for Roads and Structures*. Use Oregon Tall F-Shape Concrete Barriers in accordance with detail drawing and special provision obtained from:

<http://www.ncdot.org/doh/preconstruct/wztc/DesRes/English/DesResEng.html>

The clear distance is defined as the horizontal distance from the back face of the barrier to the edge of pavement and the minimum required clear distance is shown on the traffic control plans. At the Contractor’s option or if the minimum required clear distance is not available, set an unanchored PCB against the traffic side of the shoring and design shoring for traffic impact or use the “surcharge case with traffic impact” for the standard temporary shoring. An anchored PCB or Oregon barrier is required for barriers above and behind temporary MSE walls.

### **Contractor Designed Shoring**

“Contractor designed shoring” is defined as non-anchored temporary shoring or temporary MSE walls designed by the Contractor. Unless prohibited or required, Contractor designed shoring is optional. Contractor designed shoring is required when notes on plans prohibit the use of standard shoring. Non-anchored Contractor designed shoring is prohibited when notes on plans require the use of temporary MSE walls and Contractor designed temporary MSE walls are prohibited when notes on plans prohibit the use of temporary MSE walls.

Before beginning design, survey the shoring location to determine existing elevations and actual design heights. Submit design calculations and drawings including typical sections for review and acceptance showing details of the proposed design and construction sequence in accordance with Article 105-2 of the 2006 *Standard Specifications for Roads and Structures*. Have shoring designed, detailed and sealed by a Professional Engineer registered in the State of North Carolina. Submit 3 hard copies of design calculations and 10 hard copies of drawings and an electronic copy (pdf or jpeg format on CD or DVD) of both the calculations and drawings.

Design non-anchored temporary shoring in accordance with the *AASHTO Guide Design Specifications for Bridge Temporary Works* and temporary MSE walls in accordance with the

*AASHTO Allowable Stress Design Standard Specifications for Highway Bridges.* Use the following soil parameters for shoring backfill in the reinforced zone.

Total Unit Weight = 120 pcf

Friction Angle = 30 degrees

Cohesion = 0 psf

Design temporary shoring in accordance with the in-situ assumed soil parameters shown on the plans. Design shoring for a 3-year design service life and a traffic surcharge equal to 240 psf. This surcharge is not applicable for construction traffic. If a construction surcharge will be present within a horizontal distance equal to the height of the shoring, design the shoring for the required construction surcharge. If the edge of pavement or a structure to be protected is within a horizontal distance equal to the height of the shoring, design shoring for a maximum deflection of 3". Otherwise, design shoring for a maximum deflection of 6".

For non-anchored temporary shoring, the top of shoring elevation is defined as the elevation where the grade intersects the back face of the shoring. For traffic impact, apply 2 kips / ft to the shoring 1.5 ft above the top of shoring elevation. When designing for traffic impact, extend shoring at least 32" above the top of shoring elevation. Otherwise, extend shoring at least 6" above the top of shoring elevation.

### **Standard Shoring**

Unless notes on plans prohibit the use of one or both types of standard shoring, standard shoring is optional. Submit a "Standard Temporary MSE Wall Selection Form" for each standard temporary MSE wall location and a "Standard Temporary Shoring Selection Form" for up to three standard temporary shoring locations. Submit selection forms at least 14 days before beginning shoring construction. Obtain standard shoring selection forms from:

<http://www.ncdot.org/doh/preconstruct/highway/geotech/formdet/standards.html>

#### **(A) Standard Temporary Shoring**

Determine the shoring height, traffic impact, groundwater condition and slope or surcharge case for each standard temporary shoring location. Determine the minimum required extension, embedment and sheet pile section modulus or H pile section from the plans for each location.

#### **(B) Standard Temporary MSE Walls**

Choose a standard temporary MSE wall from the multiple temporary MSE wall options shown in the plans. Do not use more than one option per wall location.

Step bottom of reinforced zone in increments equal to vertical reinforcement spacing for the wall option chosen. Determine the wall height and slope or surcharge case for each section of standard temporary MSE wall. With the exception of either the first or last section of wall, use horizontal section lengths in increments equal to the following for the wall option chosen.

<b>Standard Temporary MSE Wall Option</b>	<b>Increment</b>
Temporary Fabric Wall	9 ft min (varies)
Hilfiker Temporary Wall	10 ft min (varies)
SierraScape Temporary Wall	18 ft – 7 ¼ in
Retained Earth Temporary Wall	24 ft
Terratrel Temporary Wall	19 ft – 8 in

Determine the appropriate facings and/or forms and reinforcement length, spacing, strength, type, density and/or size from the plans for each wall section.

### **Construction Methods**

When using an anchored PCB, anchor the barrier in accordance with Roadway Standard Drawing 1170.01 and Section 1170 of the 2006 *Standard Specifications for Roads and Structures*. Control drainage during construction in the vicinity of temporary shoring. Collect and direct run off away from temporary MSE walls, shoring and shoring backfill.

#### **(A) Non-anchored Temporary Shoring**

Install and interlock sheet piling or install piles as shown on the plans or accepted submittals with a tolerance of 1/2 inch per foot from vertical. Contact the Engineer if the design embedment is not achieved. If piles are placed in drilled holes, perform pile excavation to the required elevations and backfill excavations with concrete and lean sand grout.

Remove grout as necessary to install timber lagging. Install timber lagging with a minimum bearing distance of 3” on each pile flange. Backfill voids behind lagging with shoring backfill.

Perform welding in accordance with the accepted submittals and Article 1072-20 of the 2006 *Standard Specifications for Roads and Structures*.

#### **(1) Pile Excavation**

Excavate a hole with a diameter that will result in at least 3” of clearance around the entire pile. Use equipment of adequate capacity and capable of drilling through soil and non-soil including rock, boulders, debris, man-made objects and any other materials encountered. Blasting is not permitted to advance excavations. Blasting for core removal is permitted only when approved by the Engineer. Dispose of drilling spoils in accordance with Section 802 of the 2006 *Standard Specifications for Roads and Structures*. Drilling spoils consist of all excavated material including water removed from excavations by either pumping or drilling tools.

If unstable, caving or sloughing soils are encountered, stabilize excavations with clean watertight steel casing. Steel casings may be either sectional type or one continuous corrugated or non-corrugated piece. Provide casings of ample strength to withstand handling and driving stresses and the pressures imposed by concrete, earth or backfill. Use steel casings with an outside diameter equal to the hole size and a minimum wall thickness of 1/4 inch.

Before placing concrete, check the water inflow rate in the excavation after any pumps have been removed. If the inflow rate is less than 6" per half hour, remove any water and free fall the concrete into the excavation. Ensure that concrete flows completely around the pile. If the water inflow rate is greater than 6" per half hour, propose and obtain approval of the concrete placement procedure before placing concrete.

Center the pile in the excavation and fill the excavation with Class A concrete in accordance with Section 1000 of the 2006 *Standard Specifications for Roads and Structures* except as modified herein. Provide concrete with a slump of 6 to 8 inches. Use an approved high-range water reducer to achieve this slump. Place concrete in a continuous manner to the bottom of shoring or the elevations shown on the accepted submittals. Fill the remainder of the excavation with a lean sand grout and remove all casings.

**(B) Temporary MSE Walls**

The Engineer may require a wall preconstruction meeting to discuss the construction and inspection of the temporary MSE walls. If required, conduct the meeting with the Site Superintendent, the Resident or Bridge Maintenance Engineer, the Bridge Construction Engineer and the Geotechnical Operations Engineer before beginning wall construction.

Perform all necessary clearing and grubbing in accordance with Section 200 of the 2006 *Standard Specifications for Roads and Structures*. Excavate as necessary as shown on the plans or accepted submittals. Notify the Engineer when foundation excavation is complete. Do not place shoring backfill or first reinforcement layer until obtaining approval of the excavation depth and foundation material.

If applicable, install foundations located within the reinforced zone in accordance with the plans or accepted submittals.

Erect and maintain facings and forms as shown on the plans or accepted submittals. Stagger vertical joints of facings and forms to create a running bond when possible unless shown otherwise on the plans or accepted submittals.

Place facings and forms as near to vertical as possible with no negative batter. Construct temporary MSE walls with a vertical and horizontal tolerance of 3" when measured with a 10 ft straight edge and an overall vertical plumbness (batter) and horizontal alignment of less than 6".

Place reinforcement at locations and elevations shown on the plans or accepted submittals and in slight tension free of kinks, folds, wrinkles or creases. Repair or replace any damaged reinforcement. Contact the Engineer when existing or future structures such as foundations, pavements, pipes, inlets or utilities will interfere with reinforcement. To avoid structures, deflect, skew and modify reinforcement.

Do not splice reinforcement in the reinforcement direction (RD), i.e., parallel to the wall face. Seams are allowed in the cross-reinforcement direction (CRD). Bond or sew adjacent reinforcing fabric together or overlap fabric a minimum of 18" with seams oriented perpendicular to the wall face.

Place shoring backfill in 8 to 10 inch thick lifts and compact in accordance with Subarticle 235-4(C) of the 2006 *Standard Specifications for Roads and Structures*. Use only hand operated compaction equipment within 3 ft of the wall face. Do not damage reinforcement when placing and compacting shoring backfill. End dumping directly on the reinforcement is not permitted. Do not operate heavy equipment on reinforcement until it is covered with at least 10" of shoring backfill. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet.

Cover reinforcing and retention fabric with at least 3" of shoring backfill. Place top reinforcement layer between 4 and 24 inches below top of wall as shown on the plans or accepted submittals.

Bench temporary MSE walls into the sides of excavations where applicable. If the top of wall is within 5 ft of finished grade, remove top form or facing and incorporate the top reinforcement layer into the fill when placing fill in front of the wall. Temporary MSE walls remain in place permanently unless required otherwise.

### **CHANGEABLE MESSAGE SIGNS**

(11-21-06)

DB11 R 11

Revise the 2006 *Standard Specifications for Roads and Structures* as follows:

#### **Page 11-9, Article 1120-3, Replace the 3rd sentence with the following:**

Sign operator will adjust flash rate so that no more than two messages will be displayed and be legible to a driver when approaching the sign at the posted speed.

### **WORK ZONE TRAFFIC CONTROL**

(6-21-11)

SP11 R20

Revise the 2006 *Standard Specifications* as follows:

**Page 11-3, Article 1101-12 Traffic Control Supervision**, in addition to the stated requirements, add the following:



Provide the service of at least one qualified Work Zone Supervisor. The Work Zone Supervisor shall have the overall responsibility for the proper implementation of the traffic management plan, as well as ensuring all employees working inside the NCDOT Right of Way have received the proper training appropriate to the job decisions each individual is required to make.

The work zone supervisor is not required to be on site at all times but must be available to address concerns of the Engineer. The name and contact information of the work zone supervisor shall be provided to the Engineer prior to or at the preconstruction conference.

Qualification of Work Zone Supervisors shall be done by an NCDOT approved training agency or other approved training provider. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

**Page 11-13, Article 1150-3 Construction Methods**, replace the article with the following:

Provide the service of properly equipped and qualified flaggers (see *Roadway Standard Drawings* No. 1150.01) at locations and times for such period as necessary for the control and protection of vehicular and pedestrian traffic. Anyone who controls traffic is required to be qualified. Qualification consists of each flagger receiving proper training in the set-up and techniques of safely and competently performing a flagging operation. Qualification of flaggers is to be done at an NCDOT approved training agency. For a complete listing of these, see the Work Zone Traffic Control's webpage, <http://www.ncdot.gov/doh/preconstruct/wztc/>.

Prior to beginning work on the project, a Qualification Statement that all flaggers used on the project have been properly trained through an NCDOT approved training resource shall be provided to the Engineer.

Flagging operations are not allowed solely for the convenience of the Design-Build Team's operations. However, if safety issues exist (i.e. sight or stopping sight distance), the Engineer may approve the use of flagging operations. Use flagging methods that comply with the guidelines in the MUTCD.

### **PAVEMENT MARKING LINES**

(11-21-06) (Rev. 08-17-10)

DB12 R01

Revise the *2006 Standard Specifications* as follows:

**Page 12-2, 1205-3(D) Time Limitations for Replacement**, add the following at the beginning of the chart:

Facility Type	Marking Type	Replacement Deadline
Full-control-of-access multi-lane roadway (4 or more total lanes) and ramps, including Interstates	All markings including symbols	By the end of each workday's operation if the lane is opened to traffic

**Page 12-5, 1205-3 (H) Observation Period**, delete 1205-3 (H) and replace with the following:

Maintain responsibility for debonding and color of the pavement markings during a 12 month observation period beginning upon final acceptance of the project as defined under Article 105-17. Guarantee the markings under the payment and performance bond in accordance with Article 105-17.

During the 12 month observation period, provide pavement marking material that shows no signs of failure due to blistering, chipping, bleeding, discoloration, smearing or spreading under heat or poor adhesion to the pavement materials. Pavement markings that debond due to snowplowing will not be considered a failed marking. Replace, at no additional expense to the Department, any pavement markings that do not perform satisfactorily under traffic during the 12 month observation period.

**Page 12-8, 1205-4 (C) Application**, delete the last two sentences of the second paragraph and replace with the following:

Produce in place markings with minimum retroreflective values shown below, as obtained with a LTL 2000 Retroreflectometer or Department approved mobile retroreflectometer. Retroreflective measurements will be taken within 30 days after final placement of the pavement marking.

**Page 12-9, 1205-4 (D) Observation Period**, delete the entire section and replace with the following:

In addition to the requirements of Subarticle 1205-3(H), maintain responsibility for minimum retroreflective values for a 30-day period beginning upon the Engineer's acceptance of all markings on the project. Guarantee retroreflective values of the markings during the 30-day period under the payment and performance bond in accordance with Article 105-17.

**Page 12-9, 1205-5 (B) Application**, delete the second sentence of the fourth paragraph and replace with the following:

Produce in place markings with minimum retroreflective values shown below, as obtained with a LTL 2000 Retroreflectometer or Department approved mobile retroreflectometer. Retroreflective measurements will be taken within 30 days after final placement of the pavement marking.

**Page 12-10, 1205-5 (C) Observation Period**, delete this entire section and replace with the following:

Maintain responsibility for minimum retroreflective values for a 30-day period beginning upon satisfactory final placement of all markings on the project. Guarantee retroreflective values of the markings during the 30-day period under the payment and performance bond in accordance with Article 105-17.

**Page 12-14, Article 1205-9, Maintenance**, delete Article 1205-9 and replace with the following:

Replace pavement markings that prematurely deteriorate, fail to adhere to the pavement, lack reflectorization, or are otherwise unsatisfactory during the life of the project or during the 12 month observation period as determined by the Engineer at no cost to the Department.

Upon notification from the Engineer, winterize the project by placing an initial or additional application of paint pavement marking lines in accordance with Article 1205-8. Payment for *Paint Pavement Marking Lines* required to winterize the project will be made in accordance with Article 104-8(a).

### **EXCAVATION, TRENCHING, PIPE LAYING & BACKFILLING FOR UTILITIES**

(02-17-09)

DB15 R001

Revise the *2006 Standard Specifications for Roads and Structures* as follows:

**Page 15-5, Article 1505-4 Repair of Pavements, Sidewalks and Driveways, first paragraph, add at the end of the first sentence**

in accordance with Section 848.

### **ON-THE-JOB TRAINING**

(10-16-07) (Rev. 06-03-09)

Z-10

#### **Description**

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

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

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority must be given to training employees on NCDOT Federal-Aid funded projects.

#### **Minorities and Women**

Developing, training and upgrading of minorities and women toward journeymen level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not

be used, to discriminate against any applicant for training, whether a member of a minority group or not.

### **Assessing Training Goals**

The Department through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time, the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from 1 to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year. A sample agreement is available at [www.ncdot.org/business/ocs/ojt/](http://www.ncdot.org/business/ocs/ojt/).

### **Training Classifications**

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft / operator positions. Preference shall be given to providing training in the following skilled work classifications:

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

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontract. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

### **Records and Reports**

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information, as requested, shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

### **Trainee Interviews**

All trainees enrolled in the program shall receive an initial and Trainee / Post graduate interview conducted by the OJT program staff.

### **Trainee Wages**

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

60 percent	of the journeyman wage for the first half of the training period
75 percent	of the journeyman wage for the third quarter of the training period
90 percent	of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NCDOL and the Department.

### **Achieving or Failing to Meet Training Goals**

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

### **Measurement and Payment**

No compensation will be made for providing required training in accordance with these contract documents.

**STANDARD SPECIAL PROVISION****AVAILABILITY OF FUNDS – TERMINATION OF CONTRACTS**

(05-20-08) (Rev. 09-28-10)

Z-2

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

“(h) Amounts Encumbered – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.”

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2006 and as amended by the Standard Special Provision, Division One found elsewhere in this RFP.

**\*\*\* STANDARD SPECIAL PROVISIONS \*\*\***

**NCDOT GENERAL SEED SPECIFICATIONS FOR SEED QUALITY**

(11-18-08)

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 restricted noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass  
Crownvetch  
Pensacola Bahiagrass

Japanese Millet  
Reed Canary Grass  
Zoysia

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass  
Big Bluestem  
Little Bluestem  
Bristly Locust  
Birdsfoot Trefoil  
Indiangrass  
Orchardgrass  
Switchgrass  
Yellow Blossom Sweet Clover

**\*\*\* STANDARD SPECIAL PROVISIONS \*\*\*****ERRATA**

(07-21-09)

Z-4

Revise the *Standard Specifications for Roads and Structures July 2006* on all projects as follows:

**Division 1**

- Page 1-1, replace AREA - American Railway Engineering Association with ***American Railway Engineering and Maintenance of Way Association***.
- Page 1-7, remove –L- in middle of page after INVITATION TO BID and before LABORATORY.
- Page 1-25, 102-16(R), move 2nd paragraph to left margin. It is not a part of this subarticle, but part of the entire article.

**Division 2**

- Page 2-9, Subarticle 225-1(C), 1<sup>st</sup> paragraph, 2<sup>nd</sup> line, last word, add a “d” to make the word grade become **graded**
- Page 2-15, Subarticle 226-3, 5th paragraph, first line, replace the word *in* with the word ***is***.
- Page 2-23, Subarticle 235-4(B)(9), at the end of the sentence, replace finished greater with finished ***grade***.
- Page 2-28, Article 260-3, First paragraph, second line, remove the word *foot*.

**Division 3**

- Page 3-13, Article 340-4, Second paragraph, change Flowable Backfill to Flowable ***Fill***

**Division 4**

- Page 4-29, Article 420-13(A) Description, change reference from Section 1082 to ***Article 1081-6***.
- Page 4-40, Subarticle 420-17(F) first line, change Subarticle 420-17(B) to ***(B) herein***.
- Page 4-70, 442-13(B) Second sentence, change SSPC Guide 6I to SSPC Guide **6**.
- Pages 4-72, 4-74, 4-76, at the top of the page, substitute the heading Section 452 with Section ***450***.
- Page 4-79, at the top of the page, substitute the heading Section 450 with Section ***452***
- Page 4-80, change 452-7 to 452-**6** at the top of the page.
- Page 4-80, change Pay Item \_\_\_ Steel Pile Retaining Walls, to ***Sheet*** Pile Retaining Walls.
- Page 4-88, 462-4, Title, Replace last word Measurement with the word ***PAYMENT***

**Division 5**

- Page 5-8, Article 501-15 Measurement and Payment, delete the 4th paragraph that begins The quantity of lime, measured as provided ...

- Page 5-14, Article 520-11 Measurement and Payment, first paragraph, second line, delete *will be*.

### Division 6

- Page 6-3, Article 600-9, 2nd Paragraph on this page, replace 818-5 with 818-4.
- Pages 6-30 and 31, Subarticle 610-3(A)(13) Move 2 paragraphs from the margin to the right under the number (13).
- Page 6-43, Article 610-8, 4th paragraph, remove the first *the*
- Page 6-44, 2nd full paragraph, 1<sup>st</sup> sentence, delete the first *and* and add *transverse* just before cross-slope control.
- Page 6-51, at the top of the page, add **610-14** on the same line, and just before the heading MAINTENANCE.
- Page 6-53, Article 620-4 sixth paragraph, second line; the word that should be *which*.
- Page 6-66, title, Replace EXISTNG with **EXISTING**
- Page 6-66, Article 657-1, Description, first sentence, replace PS/AR (hot-poured rubber asphalt with *hot applied joint sealer*.
- Page 6-66, Article 657-2, replace PS/AR (Hot-Poured Rubber Asphalt with the following:

Item	Section
<i>Hot Applied Joint Sealer</i>	<i>1028-2</i>

- Page 6-67, at the top of the page, substitute the heading Section 654 with Section **657**.
- Page 6-67, Article 657-3 Construction Methods, 2nd paragraph, replace PS/AR sealant with *hot applied joint sealer*.
- Page 6-71, 660-9(B)(1), Replace the first sentence of the first paragraph with the following:

**Using the quantities shown in *Table 660-1*, apply asphalt material to the existing surface followed by an application of No. 78 M or lightweight aggregate.**

- Page 6-89, Add a period at the end of the last sentence at the bottom of the page.
- Page 6-90, Article 663-5, first paragraph, first sentence, change 50oF to **50°F**; third paragraph, fourth sentence change 325oF to **325°F**.

### Division 7

- Page 7-12, at the top of the page, substitute the heading Section 710 with Section **700**.
- Page 7-15, Article 710-9, 4th paragraph, last line, change 710-11(B) to 710-10(B).

**Division 8**

- Page 8-13, Article 808-3, 4th Paragraph, third line, replace the word Eexcavation with the word **Excavation**
- Page 8-35, Article 848-2, Item: Replace Cncrete with **Concrete**

**Division 9**

- Page 9-2, add **901-3** just before CONSTRUCTION METHODS

**Division 10**

- Page 10-12, near bottom of page add **(C)** before Proportioning and Mixing of Modified Compositions, which should be bold type.
- Page 10-28, at the top of the page, substitute Section 100**6** for 1005.
- Page 10-54, Subarticle 1018-2A), First line, substitute **(B)** for II, third line, substitute **(B)(2)** for II-b.
- Pages 10-56, 10-58, 10-60 at the top of the page, substitute Section 1018 with Section **1020**.
- Page 10-84, Table 1042-1, Class 2, Maximum, change from 23r to **23**.
- Page 10-84, Article 1042-2 Testing, last sentence, replace the word alterations with the word **cycles**.
- Page 10-100, Table 1056-1, replace on the line for Trapezoidal Tear Strength:

Type 1	Type 2	Type 3		Type 4
		Class A	Class B	Soil Stabilization
<b>45 lb</b>	<b>75 lb</b>	--	--	<b>75 lb</b>

- Page 10-116, Subarticle 1070-10, first paragraph, second sentence, add **or** just before cold-forged sleeve.
- Pages 10-136 through 10-147, at the top of the page, substitute Section 1074 with Section **1072**.
- Page 10-157, Article 1077-11, first paragraph, change the reference from Subarticle 420-18(B) to Subarticle 420-**17**(B).
- Page 10-200, Subarticle 1080-14(B), change reference to ASTM D335**9**
- Page 10-211, at the top of the page, substitute Section 1081 with Section **1082**.
- Page 10-229, add **1088-6 BLANK** on the line above 1088-7 TUBULAR MARKERS.
- Page 10-244, add **1089-10 BLANK** and **1089-11 BLANK** on the lines just above 1089-12 FLAGGER.
- Page 10-272, delete Article 1098-6 in its entirety. Renumber Articles 1098-7 through 1098-17 as Articles 1098-6 through 1098-16 consecutively.

**Division 12**

- Page 12-21 Add **1266-2** just before the heading MATERIALS.

**Division 14**

- Page 14-33, Article 1413-6, first paragraph, first sentence, first line, replace the word made with the words *paid for*.

**Division 15**

- Page 15-2 add **1500-4** just before the heading WEEKEND, NIGHT AND HOLIDAY WORK.
- Page 15-4, Subarticle 1505-3(A)(2), replace the 2nd line with the following: *Provide shielding or shoring as required under Section 150 or as required elsewhere in the contract.*
- Page 15-5, add **1505-6** on the same line and just before the heading MEASUREMENT AND PAYMENT. (Remove the period after PAYMENT.)
- Page 15-6, Article 1505-6(3), delete *in Section 1175* and replace it with *elsewhere in the contract*.
- Page 15-8, add **1510-4** on the same line and just before the heading MEASUREMENT AND PAYMENT.
- Page 15-10, substitute **BLANK** for CONSTRUCTION REQUIREMENTS on the same line and just before 1515-4.
- Page 15-10, substitute **CONSTRUCTION REQUIREMENTS** for General Requirements
- Page 15-10, Article 1515-4, add **(D)** just before the bolded Fire Hydrants.
- Page 15-13, Article 1520-3, 8th paragraph, add *pipe* after diameter.
- Page 15-22, add **1540-3** on the same line and just before the heading CONSTRUCTION REQUIREMENTS
- Page 15-28, Replace 1550-6 METHOD OF MEASUREMENT with **MEASUREMENT AND PAYMENT**.

**Division 16**

- Page 16-12, Subarticle 1632-1(C) ¼ Inch hardware cloth, change the minimum width from 24 inches to **48** inches.

**Division 17**

- Page 17-19, Subarticle 1725-2 Material, Second paragraph, change Article 1098-7 to 1098-8
- Page 17-20, Subarticle 1726-2 Material, Second paragraph, change Article 1098-8 to 1098-9

**END**

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

(6-28-77)

Z-6

“The North Carolina Department of Transportation, in accordance with the provisions of *Title VI of the Civil Rights Act of 1964* (78 Stat. 252) and the Regulations of the Department of Transportation (*49 C.F.R., Part 21*), issued pursuant to such act, hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the ground of race, color, or national origin”.

**\*\*\* STANDARD SPECIAL PROVISIONS \*\*\*****MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS**

(12-18-07)

Z-7

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)**

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female Participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project or the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

Economic Areas

**Area 023 29.7%**

Bertie County  
Camden County  
Chowan County  
Gates County  
Hertford County  
Pasquotank County  
Perquimans County

**Area 024 31.7%**

Beaufort County  
Carteret County  
Craven County  
Dare County  
Edgecombe County  
Green County  
Halifax County  
Hyde County  
Jones County  
Lenoir County  
Martin County  
Nash County  
Northampton County  
Pamlico County  
Pitt County  
Tyrrell County  
Washington County  
Wayne County  
Wilson County

**Area 025 23.5%**

Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**

Bladen County  
Hoke County  
Richmond County  
Robeson County  
Sampson County  
Scotland County

**Area 027 24.7%**

Chatham County  
Franklin County  
Granville County  
Harnett County  
Johnston County  
Lee County  
Person County  
Vance County  
Warren County

**Area 028 15.5%**

Alleghany County  
Ashe County  
Caswell County  
Davie County  
Montgomery County  
Moore County  
Rockingham County  
Surry County  
Watauga County  
Wilkes County

**Area 029 15.7%**

Alexander County  
Anson County  
Burke County  
Cabarrus County  
Caldwell County  
Catawba County  
Cleveland County  
Iredell County  
Lincoln County  
Polk County  
Rowan County  
Rutherford County  
Stanly County

**Area 0480 8.5%**

Buncombe County  
Madison County

**Area 030 6.3%**

Avery County  
Cherokee County  
Clay County  
Graham County  
Haywood County  
Henderson County  
Jackson County  
McDowell County  
Macon County  
Mitchell County  
Swain County  
Transylvania County  
Yancey County



**SMSA Areas**

**Area 5720 26.6%**

Currituck County

**Area 9200 20.7%**

Brunswick County

New Hanover County

**Area 2560 24.2%**

Cumberland County

**Area 6640 22.8%**

Durham County

Orange County

Wake County

**Area 1300 16.2%**

Alamance County

**Area 3120 16.4%**

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

**Area 1520 18.3%**

Gaston County

Mecklenburg County

Union County

**Goals for Female**

**Participation in Each Trade**

(Statewide) 6.9%

**\*\*\* STANDARD SPECIAL PROVISIONS \*\*\*****REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS** (FHWA-1273)

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Payment of Predetermined Minimum Wage
- V. Statements and Payrolls
- VI. Record of Materials, Supplies, and Labor
- VII. Subletting or Assigning the Contract
- VIII. Safety: Accident Prevention
- IX. False Statements Concerning Highway Projects
- X. Implementation of Clean Air Act and Federal Water Pollution Control Act
- XI. Certification Regarding Debarment, Suspension Ineligibility, and Voluntary Exclusion
- XII. Certification Regarding Use of Contract Funds for Lobbying

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:
  - Section I, paragraph 2;
  - Section IV, paragraphs 1, 2, 3, 4, and 7;
  - Section V, paragraphs 1 and 2a through 2g.
5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

- b. The contractor will accept as his operating policy the following statement:
- "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."
2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
  - b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. **Training and Promotion:**
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
  - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
    - 1. The number of minority and non-minority group members and women employed in each work classification on the project;
    - 2. The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
    - 3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
    - 4. The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
  - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

##### 1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

##### 2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  1. the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  2. the additional classification is utilized in the area by the construction industry;
  3. the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  4. with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

##### 3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**
- a. Apprentices:
1. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
  2. The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
  3. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.
  4. In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.
- b. Trainees:
1. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
  2. The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
  3. Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
  4. In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- c. Helpers:
- Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
5. **Apprentices and Trainees (Programs of the U.S. DOT):**
- Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of

paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. **STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. **Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. **Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  1. that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  2. that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  3. that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR THIS SECTION DELETED JUNE 4, 2007.**

**VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

**VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

**IX.**



**FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

**NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS**

18 U.S.C. 1020 reads as follows:

*"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or*

*Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or*

*Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;*

*Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."*

**X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

**XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION****1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. 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 clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions**

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its 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 3-year period preceding this proposal been convicted of or had a civil judgement 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 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:**

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**GENERAL DECISION NC20100010 NC10**

Z-11

Date: March 12, 2010

General Decision Number NC20100010 03/12/2010

Superseded General Decision No. NC20080010

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES:**

Alleghany	Granville	Pasquotank
Anson	Greene	Pender
Ashe	Halifax	Perquimans
Avery	Harnett	Person
Beaufort	Haywood	Pitt
Bertie	Henderson	Polk
Bladen	Hertford	Richmond
Brunswick	Hoke	Robeson
Caldwell	Hyde	Rockingham
Camden	Iredell	Rutherford
Carteret	Jackson	Sampson
Caswell	Johnston	Scotland
Chatham	Jones	Stanly
Cherokee	Lee	Surry
Chowan	Lenoir	Swain
Clay	Macon	Transylvania
Cleveland	Madison	Tyrrell
Columbus	Martin	Vance
Craven	McDowell	Warren
Currituck	Mitchell	Washington
Dare	Montgomery	Watauga
Duplin	Moore	Wayne
Edgecombe	Nash	Wilkes
Gates	Northampton	Wilson
Graham	Pamlico	Yancey

HIGHWAY CONSTRUCTION PROJECTS (does not include tunnels, building structures in rest area projects, railroad construction, and bascule, suspension, and spandrel arch bridges, bridges designed for commercial navigation, and bridges involving marine construction, and other major bridges).

Modification Number

0

Publication Date

03/12/2010

SUNC1990-002 02/12/1990

	<b>Rates</b>	<b>Fringes</b>
<b>CARPENTER</b>	7.71	
<b>CONCRETE FINISHER</b>	7.64	
<b>IRONWORKER (Reinforcing)</b>	9.27	
<b>LABORER</b>		
General	7.25	
Asphalt Raker	7.25	
Form Setter (Road)	7.25	
Mason (Brick, Block, Stone)	7.76	
Pipe Layer	7.25	
Power Tool Operator	7.25	
<b>POWER EQUIPMENT OPERATORS</b>		
Asphalt Distributor	7.25	
Asphalt Paver	7.25	
Bulldozer	7.25	
Bulldozer (utility)	7.25	
Concrete Finishing Machine	9.48	
Concrete Grinder	8.13	
Crane, Backhoe, Shovel, & Dragline (Over 1 yd.)	8.53	
Crane, Backhoe, Shovel, & Dragline (1 yd. & under)	7.25	
Drill Operator	7.65	
Grade Checker	7.25	
Grease person	7.25	
Hydroseeder	7.25	
Loader	7.25	
Mechanic	8.27	
Milling Machine	8.00	
Motor Grader (Fine Grade)	8.01	
Motor Grader (Rough Grade)	7.42	
Oiler	7.25	
Piledriver	11.00	
Roller (Finish)	7.25	
Roller (Rough)	7.25	
Scraper	7.25	
Screed Asphalt	7.25	
Stone Spreader	7.25	
Stripping Machine Operator	7.25	
Subgrade Machine	9.00	
Sweeper	7.25	
Tractor (utility)	7.25	
<b>TRUCK DRIVERS</b>		
Single Rear Axle Trucks	7.25	
Multi Rear Axle Trucks	7.25	
Heavy Duty trucks	7.25	
Welder	9.07	

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

**\*\*\* STANDARD SPECIAL PROVISIONS \*\*\***

(3-17-10)

**DIVISION ONE OF STANDARD SPECIFICATIONS**

**Division One of the 2006 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 by “Price Proposal,” and the phrase “lowest Responsible Bidder” is replaced with “responsible Proposer with the lowest adjusted price.” 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 102-4, 102-10(C)(2), 102-11(A), 103-2(B), 103-4(B), 104-13, and 108-2 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 1-2, Article 101-3, replace and add certain definitions as follows:**

**ADDITIONAL WORK**

Additional work is that which results from a change or alteration in 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 Board of Transportation to accept the proposal of the selected Design-Build Team for work which is subject to the furnishing of payment and performance bonds, and such other conditions as may be otherwise provided by law, the Request for Proposals, and the *Standard Specifications*.

**CONTRACT**

The executed agreement between the Department of Transportation and the successful proposer, covering the performance of the work and the compensation therefor.

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 specifically

include, but not be limited to, the Request for Proposals, the Technical Proposal, the Price Proposal, the printed contract form and all attachments thereto, the contract bonds, the plans and associated special provisions prepared by the Design-Build Team, the standard specifications and all supplemental specifications thereto, the standard special provisions and the project special provisions contained in the Request for Proposals, and all executed supplemental agreements, all of which shall constitute one instrument.

### **DATE OF AVAILABILITY**

That date 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 his 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.

#### **(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:

Randy A. Garris, PE  
State Contract Officer  
1591 Mail Service Center  
Raleigh, NC 27699-1591

#### **(B) Preliminary Plans:**

Department-furnished drawings included along 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-Constructed Drawings:

Final drawings prepared by the Design-Build Team, documenting the details and dimensions 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.

### **PROPOSAL (OR 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.

### **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.

### **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 requirements of the Request for Proposals, 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 1-11, 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 mailed 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 bids will be received for the construction of specific projects. Such invitation will indicate the contract identification number, length, locations, and descriptions; a general summary of the items 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 prior to the bid opening.

**Page 1-15, 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 will be opened. The Request for Proposals will also include any 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 with the proposal 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.

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

**Page 1-16, Article 102-6, replace the first paragraph with the following:**

The Proposer shall examine carefully the site of the work contemplated, the preliminary plans and specifications, and the Request for Proposals. The submission of a Technical Proposal and a Price Proposal shall be conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered; as to the character, quality, and scope of work to be performed; the quantities of materials to be furnished; and as to the conditions and requirements of the proposed contract.

**Page 1-17, delete Article 102-7 and replace with following:****102-7 SUBSURFACE INVESTIGATION REPORT**

The Subsurface Investigation and report was made for the purpose of information only.

If a subsurface investigation report is available on this project, a copy may be obtained by the prospective proposers upon request.

The subsurface investigation on which the report is based was made for the purpose of information only. The various field boring logs, rock cores, and soil test data available may be reviewed or inspected in Raleigh at the office of the Geotechnical Unit. Neither the subsurface investigation report nor the field boring logs, rock cores, or soil test data is part of the contract.

General soil and rock strata descriptions and indicated boundaries are based on a geotechnical interpretation of all available subsurface data and may not necessarily reflect the actual subsurface conditions between borings or between sampled strata within the borehole. The laboratory sample data and the in situ (in-place) test data can be relied on only to the degree of reliability inherent in the standard test method. The observed water levels or soil moisture conditions indicated in the subsurface investigations are as recorded at the time of the investigation. These water levels or soil moisture conditions may vary considerably with time according to climatic conditions including temperature, precipitation, and wind, as well as other nonclimatic factors.

The Proposer is cautioned that details shown in the subsurface investigation report are preliminary only. The Department does not warrant or guarantee the sufficiency or accuracy of the investigation made, nor the interpretations made or opinions of the Department as to the type of materials and conditions that may be encountered. The proposer is cautioned to make such independent subsurface investigations, as he deems necessary to satisfy himself 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 time for any reason resulting from the actual conditions encountered at the site differing from those indicated in the subsurface investigation.

**Pages 1-17, 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 Price Proposal. 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. 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.
6. 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.
7. The Price Proposal shall be properly executed. In order 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 bid 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 (LLC), it shall be signed by the manager and notarized.
  - 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.
  - f. The Price Proposal execution shall be notarized by a notary public whose commission is in effect on the date of execution. Such notarization shall be applicable both to the Price Proposal and to the non-collusion affidavit which is part of the signature sheets.
8. The Price Proposal shall not contain any unauthorized additions, deletions, or conditional bids.

9. 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.
10. 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 102-11. The bid deposit shall be a certified check or cashier check in accordance with Article 102-11.
11. The Price Proposal shall be placed in a sealed envelope and shall have been delivered to and received by the Department prior to the time specified in the Request for Proposals.

**Page 1-21, Article 102-11, delete the third paragraph and replace with the following:**

No bid will be considered or accepted unless accompanied by one of the foregoing securities. The bid bond shall be executed by a Corporate Surety licensed to do business in North Carolina and the certified check or cashiers check shall be drawn on a bank or trust company insured by the Federal Deposit Insurance Corporation and made payable to the Department of Transportation in an amount of at least 5% of the total amount bid for the contract. 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 Board of Transportation shall award a contract to the Principal, the Principal shall within 14 calendar days after the 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; in the event of the failure of the Principal to give such payment and performance bonds as required, then the amount of the bid bond shall be immediately paid to the Department as liquidated damages, or, in the case of a bid deposit, the deposit shall be forfeited to the Department.

**Page 1-22, delete Article 102-12 and replace with the following:**

**102-12 DELIVERY OF BIDS**

All Price Proposals shall be placed in a sealed envelope having the name and address of the Proposer, and the statement " Price Proposal for the Design/Build of State Highway Project No. \_\_\_\_\_ in \_\_\_\_\_ County(ies)" on the outside of the envelope. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to the Contract Officer as stated in the Request for Proposals. The outer envelope shall also bear the statement "Price Proposal for the Design/Build of State Highway Project No. \_\_\_\_\_". All Technical Proposals shall be placed in a sealed envelope having the name and address of the Proposer, and the statement "Technical Proposal for the Design/Build of State Highway Project No. \_\_\_\_\_ in \_\_\_\_\_ County(ies)" on the outside of the envelope. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope addressed to the Contract Officer as stated in the Request for Proposal. The outer envelope shall also bear the statement "Technical Proposal for the Design/Build of State Highway Project No. \_\_\_\_\_". If delivered in person on or before the due date, the sealed envelope shall be delivered to the office of the Contract Officer as indicated in the Request for Proposals. Price Proposals and Technical Proposals shall be submitted in accordance with the project special provision "Submission of Design Build Proposal" contained elsewhere in this Request for Proposals.

All Price Proposals and Technical Proposals shall be delivered prior to the time specified in the Request for Proposals. Price proposals and Technical Proposals received after such time will not be accepted and will be returned to the Proposer unopened.

**Pages 1-22, delete Article 102-13 and replace with the following:**

**102-13 WITHDRAWAL OR REVISION OF BIDS**

A Design-Build Team will not be permitted to withdraw its Technical and Price Proposals after they have been submitted to the Department, unless allowed under Article 103-3 or unless otherwise approved by the State Highway Administrator.

**Page 1-23, delete Article 102-14 and replace with the following:**

**102-14 RECEIPT AND OPENING OF BIDS**

Price Proposals will be opened and read publicly at the time and place indicated in the Request for Proposals. The 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 1-23, Article 102-15, Replace the 1<sup>st</sup> paragraph with the following:**

**102-15 REJECTION OF BIDS**

Any Price Proposal submitted which fails to comply with any of the requirements of Articles 102-8, 102-10 or 102-11, or with the requirements of the project scope and functional specifications shall be considered irregular and may be rejected. A Price Proposal that does not contain costs for all proposal items shall be considered irregular and may be rejected.

**SECTION 103  
AWARD AND EXECUTION OF CONTRACT**

**Page 1-25, 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 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 costs, corrections to the Price Proposal will be made in accordance with the provisions of Article 103-2. Such corrected costs 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 "Selection Procedure" section of 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 proposals, or to proceed to do the work otherwise, if in the judgment of the Board, the best interests of the State will be promoted thereby.

**Page 1-26, Subarticle 103-2(A), add items (7) and (8) as follows:**

**(7) 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 for the entire project.

**(8) 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 line items.

**Page 1-28, Subarticle 103-4(A), replace the fourth sentence with the following:**

The notice of award, if the award be made, will be issued within 75 days after the submittal of bids, except that with the consent of the lowest responsible bidder 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 bidder.

**Page 1-29, delete Article 103-6 and replace with the following:**

**103-6 RETURN OF BID BOND OR BID DEPOSIT**

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 Department of Transportation warrants in the equivalent amount of checks that were furnished as a bid deposit will be issued.

Paper bid bonds will be retained by the Department until the contract bonds are furnished by the successful proposer, after which all such bid bonds will be destroyed unless the individual bid bond form contains a note requesting that it be returned to the proposer or the Surety.

**Page 1-30, delete Article 103-9 and replace with the following:**

**103-9 FAILURE TO FURNISH CONTRACT BONDS**

The successful proposer's failure to file acceptable bonds within 14 calendar days after the notice of award is received by him shall be just cause for the forfeiture of the bid bond or bid deposit and rescinding the award of the contract. Award may then be made to the responsible proposer with the next lowest adjusted price or the work may be readvertised and constructed under contract or otherwise, as the Board of Transportation may decide.

## **SECTION 104 SCOPE OF WORK**

**Page 1-30, 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. In case the method 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 special, 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 1-31, Article 104-3, replace “plans or details of construction” with “contract” in all instances within this Article.**

**Page 1-40, Article 104-10, replace the first paragraph 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. All existing and constructed guardrail / guiderail within the project limits shall be included in this maintenance. 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. The Design-Build Team shall perform weekly inspections of guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in accordance with this Article, such repair or replacement shall be performed within 7 consecutive calendar days of such inspection report.

**Page 1-41, Article 104-10, add the following after the last paragraph:**

The Design-Build Team will not be compensated for performance of weekly inspections and damage reports for the guardrail / guiderail. Other maintenance activities for existing guardrail / guiderail will be handled in accordance with Articles 104-7 and 104-8.



## **SECTION 105 CONTROL OF WORK**

**Pages 1-46, 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 1-47, 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 1-47, 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 Plans, the Standard Specifications, 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 intended to be complementary and to describe and provide for a complete work.

In case of discrepancy or conflict, the order in which they govern shall be as follows:

- (A) Request for Proposals
- (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 1-50, delete Article 105-9 and replace with the following:**

**105-9 CONSTRUCTION STAKES, LINES, AND GRADES**

The Design-Build Team shall be responsible for any surveying, construction staking and layout required in the performance of the work. He will be responsible for the accuracy of lines, slopes, grades and other engineering work which he provides under this contract. Unless otherwise specified in the Request for Proposals, no measurement or direct payment will be made for this work. The cost shall be considered as included in other contract items.

**SECTION 106  
CONTROL OF MATERIAL**

**Page 1-56, 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.

**Page 1-58, Article 106-6, replace "specifications" with "contract" as the last word of the 1<sup>st</sup> paragraph.**

**Page 1-58, Article 106-6(C), replace the 2<sup>nd</sup> paragraph with the following:**

Where the Department agrees to inspect or test materials during their production or at the source of supply, the Design-Build Team shall bear the cost of testing performed on materials ordered by him but not incorporated into the project. 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 1-60, Article 107-2, delete the entire article and replace with the following:**

In accordance with G.S. 143B-426.40A, the Department will not recognize any assignment of claims by any Contractor against the Department.

**Page 1-69, Article 107-18, in the last sentence of the first paragraph, replace the word “legally” with the word “contractually”.**

**Page 1-69, delete Article 107-19 and replace with the following:**

**107-19 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 1-71, Article 108-1, add the following sentence to the end of the 1<sup>st</sup> paragraph:**

The Design-Build Team shall not commence work prior to execution of the contract by both the Department and the Design-Build Team.

**Page 1-72, 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 any proposed subcontractors associated with the design of the project.

A preconstruction conference shall be held at least 10 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 notice before he 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, he shall be responsible for coordinating with the Engineer in scheduling their attendance and for notifying them. 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 requirement, the Design-Build Team shall submit copies of completed and signed DBE subcontracts, purchase orders, or invoices to the Department.

The Design-Build Team shall submit a traffic control plan in accordance with Article 1101-5 and the Request for Proposals. The Design-Build Team shall designate an employee who is competent and experienced in traffic control to implement and monitor the traffic control plan. 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 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, traffic control and safety plans for those activities shall be submitted at the predesign conference.

During the preconstruction conference, the Engineer will designate a Department employee or employees who will be responsible to see that the 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 traffic control and safety plans. The Design-Build Team shall not designate its superintendent as the responsible person for either the traffic control plan or the safety plan, unless approved by the Engineer.

If the project requires that 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 it will use 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 1-72, 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 1-74, Article 108-6, replace “40 percent” with “30 percent” in the 1st paragraph.****Page 1-74, Article 108-6, delete the second paragraph and replace with the following:**

In any event, the Contractor shall perform with his own organization work amounting to not less than 25% of the difference between the total amount bid and the value of specialty items that have been sublet.

**Pages 1-75, 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 Article 108-10(B).

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 1-79, Article 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 1-79, delete Subarticle 108-10(B)(1) in its entirety.**

**Page 1-83, Article 108-13, delete bullet (E)(2) in its entirety.**

## **SECTION 109 MEASUREMENT AND PAYMENT**

**Page 1-85, 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 1-90, delete Article 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 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 1-92, Subarticle 109-5(D), delete the 4th and 5th paragraphs and replace with the following:**

Partial payments will not be made on seed or any living or perishable plant materials.

Partial payment requests shall not be submitted by the Design-Build Team until those items requested have corresponding signed and sealed RFC plans accepted by the Department.

**Pages 1-94, Article 109-10, add the following as bullets (E) and (F) under the 1<sup>st</sup> paragraph.**

- (E) As-constructed plans or other submittals as required by the Contract.
- (F) Documents or guarantees to support any warranty provided by the Design Build Team.

**ITEMIZED PROPOSAL FOR CONTRACT No. C 202771**

March 31, 2011 1:54 pm

Page 1 of 1

County: Wayne, Lenoir

Line #	Item Number #	Sec #	Description	Quantity	Unit Cost	Amount
<b>ROADWAY ITEMS</b>						
0001	0000900000-N	SP	GENERIC MISCELLANEOUS ITEM DESIGN AND CONSTRUCT	Lump Sum	L.S.	
1354/Mar31/Q1.0/D900000/E1			<b>Total Amount Of Bid For Entire Project</b>			



**FUEL USAGE FACTOR CHART AND ESTIMATE OF QUANTITIES**

Description of Work	Units	Fuel Usage Factor Diesel #2	Estimate of Quantities
Unclassified Excavation	Gal / CY	0.29	_____ CY
Borrow Excavation	Gal / CY	0.29	_____ CY
Aggregate Base Course Aggregate for Cement Treated Base Course Portland Cement for Cement Treated Base Course	Gal / Ton	0.55	_____ Tons
Asphalt Concrete Base Course Asphalt Concrete Intermediate Course Asphalt Concrete Surface Course Open-Graded Asphalt Friction Course Sand Asphalt Surface Course, Type F-1	Gal / Ton	2.90	_____ Tons
Portland Cement Concrete Pavement Concrete Shoulders Adjacent to Pavement	Gal / CY	0.98	_____ CY
Structural Concrete (Cast-in-Place Only)	Gal / CY	0.98	_____ CY

The above quantities represent a reasonable estimate of the total quantities anticipated, for each item, as pertaining to fuel price adjustments, and is representative of the design proposed in the Technical Proposal submitted under separate cover.

Or

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

**The information submitted on this sheet is claimed as a “Trade Secret” in accordance with the requirements of G.S. 66-152(3) until such time as the Price Proposal is opened.**

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Print Name, Title

*(Submit a copy of this sheet in a separate sealed package with the outer wrapping clearly marked “Fuel Price Adjustment” and deliver with the Technical and Cost Proposal.)*

## LISTING OF DBE SUBCONTRACTORS

Sheet _____ of _____			
FIRM NAME AND ADDRESS	ITEM NO.	ITEM DESCRIPTION	DOLLAR VOLUME OF SUBLET ITEM AGREED UPON UNIT PRICE (*)
<b>CONTRACT NO.</b>		<b>COUNTY</b>	<b>FIRM</b>

THIS FORM MUST BE COMPLETED IN ORDER FOR THE BID TO BE CONSIDERED RESPONSIVE AND BE PUBLICLY READ. BIDDERS WITH NO DBE PARTICIPATION MUST SO INDICATE THIS ON THE FORM BY ENTERING THE WORD OR NUMBER ZERO.

**LISTING OF DBE SUBCONTRACTORS**

Sheet ____ of ____				
FIRM NAME AND ADDRESS	ITEM NO.	ITEM DESCRIPTION	AGREED UPON UNIT PRICE (*)	DOLLAR VOLUME OF SUBLET ITEM

CONTRACT NO.

COUNTY

FIRM

**LISTING OF DBE SUBCONTRACTORS**

Sheet ____ of ____			
FIRM NAME AND ADDRESS	ITEM NO.	ITEM DESCRIPTION	AGREED UPON UNIT PRICE (*)
<b>CONTRACT NO.</b>			<b>COUNTY</b>
			<b>FIRM</b>

### LISTING OF DBE SUBCONTRACTORS

Sheet \_\_\_\_\_ of \_\_\_\_\_

FIRM NAME AND ADDRESS	ITEM NO.	ITEM DESCRIPTION	AGREED UPON UNIT PRICE (*)	DOLLAR VOLUME OF SUBLET ITEM
<b>CONTRACT NO.</b> _____		<b>COUNTY</b> _____		<b>FIRM</b> _____

**COST OF CONSTRUCTION WORK ONLY**      \$ \_\_\_\_\_

(\*) The Dollar Volume Shown In This Column Shall be Actual Price Agreed Upon by the Prime Contractor and the DBE Subcontractor, and These Prices Will Be Used to Determine The Percentage of the DBE Participation in this Contract.

\*\*Dollar Volume of DBE Subcontractor \$ \_\_\_\_\_

Percentage of Total Construction Cost (Including Right-of-Way Acquisition Services) \_\_\_\_\_ %

\*\*MUST HAVE ENTRY EVEN IF FIGURE TO BE ENTERED IS ZERO.

**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**

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ Signature of Notary Public  
Of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**NOTARY 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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_ Signature of Notary Public

of \_\_\_\_\_ County

State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

**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

**Signature of Member/Manager/Authorized Agent**

\_\_\_\_\_ Individually

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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**



EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION
JOINT VENTURE (2) or (3)

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 CONTRACTORS

Instructions: 2 Joint Venturers Fill in lines (1), (2) and (3) and execute. 3 Joint Venturers Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) Name of Joint Venture

(2) Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor
Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(3) Name of Contractor

Address as prequalified

Signature of Witness or Attest By Signature of Contractor
Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal and

(4) Name of Contractor (for 3 Joint Venture only)

Address as prequalified

Signature of Witness or Attest By Signature of Contractor
Print or type Signer's name Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this
day of 20

Signature of Notary Public
of County
State of
My Commission Expires:

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this
day of 20

Signature of Notary Public
of County
State of
My Commission Expires:

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this
day of 20

Signature of Notary Public
of County
State of
My Commission Expires:

**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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_ Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

**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

**AFFIDAVIT MUST BE NOTARIZED**

Subscribed and sworn to before me this the  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
Signature of Notary Public  
of \_\_\_\_\_ County  
State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**NOTARY SEAL**

**DEBARMENT CERTIFICATION**

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation that is file with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

**DEBARMENT CERTIFICATION**

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

Check here if an explanation is attached to this certification.

**Contract No**      **C202771**

**County (ies):**    **Wayne & Lenoir**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION

---

Contract Officer

---

Date

Execution of Contract and Bonds  
Approved as to Form:

---

Attorney General