

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



**FINAL REQUEST FOR PROPOSALS**  
**(including Addenda #1, #2, #3, and #4)**



**DESIGN-BUILD PROJECT**  
**TIP R-2829A**

**September 13, 2023**



*VOID FOR BIDDING*

DATE AND TIME OF TECHNICAL PROPOSAL SUBMISSION: **September 26, 2023 BY 4:00 PM**

DATE AND TIME OF PRICE PROPOSAL SUBMISSION: **October 10, 2023 BY 4:00 PM**

DATE AND TIME OF PRICE PROPOSAL OPENING: **October 17, 2023 AT 2:00 PM**

CONTRACT ID: C204824

WBS ELEMENT NO. 35517.3.TA1, 35517.3.TAGV1

FEDERAL-AID NO. N/A, 0540047

COUNTY: Wake

ROUTE NO. NC 540 (Triangle Expressway)

MILES: 4.16

LOCATION: Triangle Expressway Southeast Extension from I-40 to south of SR 2542 (Rock Quarry 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. NOTWITHSTANDING 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. C204824**  
**IN WAKE COUNTY, NORTH CAROLINA**

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

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

The Design-Build Team herein acknowledges that it has carefully examined the location of the proposed work to be known as Contract No. C204824; 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 written solicitation of said bonds 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. C204824 in Wake County 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 2018 *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 or the North Carolina Turnpike Authority are preliminary and provided solely to assist the Design-Build Team in the development of the project design. Unless noted otherwise herein, the Department or the North Carolina Turnpike Authority do not warrant or guarantee the sufficiency or accuracy of any information furnished by the Department or the North Carolina Turnpike Authority.

The Department, nor the North Carolina Turnpike Authority, warrant or guarantee the sufficiency or accuracy of any investigations made, nor the interpretations made or opinions of the Department or the North Carolina Turnpike Authority 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 or the North Carolina Turnpike Authority except as may be allowed under the provisions of the 2018 *Standard Specifications for Roads and Structures*.

Although the North Carolina Turnpike Authority has furnished preliminary designs for this project, unless noted otherwise herein, the Design-Build Team shall assume full responsibility, including liability, for the project design, including the use of portions of the North Carolina Turnpike Authority 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 and North Carolina Turnpike Authority harmless for any additional costs and all claims against the Department, the North Carolina Turnpike Authority, or the State which may arise due to errors or omissions of the Department or the North Carolina Turnpike Authority in furnishing the preliminary project designs and information, and of the Design-Build Team in performing the work.

The published volume entitled *North Carolina Department of Transportation, Raleigh, Standard Specifications for Roads and Structures*, January 2018, as well as, all design manuals, policy and procedures manuals, and AASHTO publications and guidelines referenced in the Request For Proposals, with all amendments and supplements thereto, are by reference, incorporated and made part of this contract; that, except as herein modified, all the design, construction and Construction Engineering Inspection included in this contract shall be done in accordance with the documents noted above and under the direction of the Engineer.

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

## **TABLE OF CONTENTS**

### **COVER SHEET**

### **PROPOSAL SHEETS**

<b>PROJECT SPECIAL PROVISIONS</b>	<b>PAGE NO.</b>
Definitions.....	1
Build America, Buy America (BABA).....	1
Contract Time and Liquidated Damages .....	2
Proposal Validity Period.....	3
Price Proposal Index .....	4
Intermediate Contract Time # 1 and Liquidated Damages .....	5
Other Liquidated Damages .....	5
Proposal Schedule.....	6
Project Schedule.....	6
Payout Schedule.....	7
Mobilization.....	7
Substantial Completion.....	8
Submittal of Quantities, Fuel Base Index Price and Opt-Out Option.....	9
Steel Price Adjustment.....	10
Individual Meetings with Proposers .....	23
Execution of Bid, Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification.....	23
Submission of Design-Build Proposal .....	24
Alternative Technical Concepts and Confidential Questions .....	24
Schedule of Estimated Completion Progress .....	31
Disadvantaged Business Enterprise .....	31
Special Notice to Bidders.....	46
Protection Of Railroad Interest - NCRR and NSR .....	48
NSR Protective Services Agreement .....	49
Certification for Federal-Aid Contracts .....	50
Contractor's License Requirements .....	51
Use of Unmanned Aircraft System (UAS) .....	51
Construction Equipment Emissions.....	52
U. S. Department of Transportation Hotline.....	53
Subsurface Information.....	53
Cooperation between Contractors.....	53
Bid Documentation .....	54
Dispute Review Board (DRB) .....	58
Three-Year Guarantee.....	68
Environmentally Sensitive Areas.....	86
Permanent Vegetation Establishment .....	88
Erosion & Sediment Control/Stormwater Certification.....	88
Tack for Mulch for Erosion Control .....	94

Procedure for Monitoring Borrow Pit Discharge.....	95
Clearing and Grubbing.....	96
Burning Restrictions .....	98
Building and Appurtenance Removal/Demolition.....	98
Reinforced Concrete Pipe Design .....	98
Drainage Pipe .....	100
Bridge Approach Fills – Geotextile .....	101
Cement and Lime Stabilization of Sub-Grade Soils .....	101
Price Adjustments for Asphalt Binder .....	106
Price Adjustments - Asphalt Concrete Plant Mix .....	106
Black Epoxy Pavement Marking Material.....	106
AASHTO Type IV/NCDOT Standard Bead – Double Dropped Glass Beads ....	110
Field Office .....	110
Geotextile for Subgrade Stabilization .....	113
Nonwoven Geotextile Interlayer .....	114
International Roughness Index .....	116
Roller Compacted Concrete.....	116
Diamond Grinding Concrete Pavement .....	125
Horizontal Drains.....	128
Sound Barrier Wall .....	129
Junction Boxes (Limited Access Facilities).....	131
Ethernet Cable.....	137
Conduit for Jetting Fiber.....	138
Dynamic Message Sign .....	148
NTCIP Requirements.....	169
DMS Testing Requirements.....	180
DMS Assemblies .....	183
Overhead and Dynamic Message Sign Foundations .....	187
CCTV Camera Equipment Infrastructure .....	189
Microwave Vehicle Detection Infrastructure.....	196
Communications Hardware .....	198
Electrical Service for ITS Devices.....	206
CCTV Camera and MVD Metal Poles .....	210
Testing & Acceptance.....	215
Lighting.....	220
Roadway Lighting Foundations .....	232
Foundations and Anchor Rod Assemblies for Metal Poles .....	234
Work Zone Performance Pavement Markings .....	241
Portable Construction Lighting.....	245
High Visibility Devices.....	247
Sequential Flashing Warning Lights .....	248
Work Zone Presence Lighting .....	251
Typical Median Access Areas .....	254
Greenways and Multi-Use Paths .....	263
Control Of Noise.....	265

<b>GENERAL .....</b>	<b>266</b>
----------------------	------------

## **SCOPES OF WORK**

Roadway .....	286
Aesthetic Design .....	310
All-Electronic Tolling Toll Zone Infrastructure .....	314
Environmental Permits.....	325
Erosion and Sedimentation Control .....	334
GeoEnvironmental .....	351
Geotechnical Engineering.....	353
Hydraulics .....	365
ITS.....	377
Lighting.....	390
Pavement Management.....	392
Pavement Markings .....	404
Public Involvement and Information .....	408
Railroad Coordination.....	413
Right of Way.....	420
Signing .....	430
Structures .....	444
Traffic Signals and Signal Communications .....	451
Transportation Management .....	462
Utilities Coordination.....	485

## **STANDARD SPECIAL PROVISIONS**

Restrictions on ITS Equipment and Services.....	496
Equipment Idling Guidelines .....	496
Plant and Pest Quarantines.....	497
Rock and Broken Pavement Fills.....	498
Corrugated Aluminum Alloy Culvert Pipe .....	498
Culvert Pipe .....	499
Bridge Approach Fills .....	500
Alternate Bridge Approach Fills for Integral Abutments .....	503
Piles.....	505
Automated Fine Grading .....	506
Aggregate Subgrade .....	506
Final Surface Testing .....	508
Milling Asphalt Pavement .....	508
Asphalt Concrete Plant Mix Pavements .....	509
Subsurface Drainage .....	513
Guardrail End Units & Temporary Guardrail End Units, Type TL-2 .....	513
Guardrail End Units & Temporary Guardrail End Units, Type TL-3 .....	514
Guardrail Anchor Units and Temporary Guardrail Anchor Units .....	514

Impact Attenuator Units, Type TL-2 .....	515
Impact Attenuator Units, Type TL-3 .....	515
Portland Cement Concrete Production and Delivery .....	516
Thermoplastic Intermixed Bead Testing.....	518
Non-Cast Iron Snowplowable Pavement Markers .....	518
Materials for Portland Cement Concrete .....	521
Geosynthetics .....	521
Temporary Shoring .....	526
Material and Equipment Storage & Parking of Personal Vehicles.....	538
Work Zone Installer .....	538
Portable Changeable Message Signs .....	539
Law Enforcement.....	540
Extruded Thermoplastic Pavement Marking Thickness .....	541
Polyurea Pavement Marking Material – Type 2 Typical Certified Mill Test Report .....	541
Polyurea Pavement Marking Media and Thickness.....	541
Thermoplastic Pavement Marking Material – Color Testing .....	542
On-the-Job Training.....	542
Availability of Funds - Termination of Contracts.....	546
NCDOT General Seed Specifications for Seed Quality .....	547
Errata.....	550
Title VI and Nondiscrimination .....	558
Minority and Female Employment Requirements .....	568
Required Contract Provisions Federal-Aid Construction Contracts.....	571
Federal Wage Rates .....	584
Division One .....	589

## **PROPOSAL FORMS - ITEMIZED SHEET, ETC.**

Itemized Proposal Sheet	
Fuel Usage Factor Chart and Estimate of Quantities	
Price Proposal Index Opt Out Statement	
Listing of DBE Subcontractors	
Execution of Bid, Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification	
Signature Sheet	

**\*\*\* PROJECT SPECIAL PROVISIONS \*\*\*****DEFINITIONS**

Throughout this Request for Proposals (RFP), the 2018 *NCDOT Standard Specifications for Roads and Structures*, the RFP, and other contract documents the terms “NCDOT”, “Department”, or other names as reference to the Department of Transportation, apply equally to the North Carolina Turnpike Authority (NCTA) and the terms “Board”, “Board of Transportation”, or other names as reference to the North Carolina Board of Transportation apply equally to the Board of the North Carolina Turnpike Authority. The Board of the North Carolina Turnpike Authority is herein referred to as the Authority Board. In addition, the terms Department of Transportation, Department, and NCDOT are synonymous and are defined so as to include the North Carolina Turnpike Authority as described in Article 6H of Chapter 136 of the North Carolina General Statutes and transferred to the Department of Transportation pursuant to G.S. 136-89.182(b).

**BUILD AMERICA, BUY AMERICA (BABA)**

(11-15-22)

106

DB 01 G04

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 1-53, Article 106-1 GENERAL REQUIREMENTS**, add the following after **Line 27**:

**(C) Build America, Buy America (BABA)**

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

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

Each purchase order issued by the Design-Build Team including, but not limited to, all subcontractors, for items on the BABA List to be permanently incorporated into any project shall contain in bold print a statement advising the supplier that the manufactured products and construction materials must be produced in the United States of America. The Design-Build Team including, but not limited to, all affected subcontractors, shall maintain a separate file for BABA List items so that verification of the Design-Build Team’s efforts to purchase items produced in the United States can readily be verified by an authorized representative of the Department or the Federal Highway Administration (FHWA).



**CONTRACT TIME AND LIQUIDATED DAMAGES**

(7-12-7)(Rev. 11-2-22)

DB1 G05A

The Authority will issue a written Limited Notice to Proceed to the Design-Build Team immediately upon execution of the Contract in accordance with the Project Special Provision, *Proposal Validity Period*. The Design-Build Team shall begin performance of the Work as directed in the Notice to Proceed and shall thereafter perform the Work in accordance with the approved cost-loaded Critical Path Method Schedule, so as to achieve timely completion of the Project by the applicable completion dates specified herein. Any design or construction activities started or performed before receipt of the written Notice to Proceed including, without limitation, design efforts beyond those required for the generation of the Technical Proposal, the order or purchase of materials and/or equipment, mobilization of equipment, or other associated activities, shall be at the risk and expense of the Design-Build Team. The first day of Contract performance will be specified in the Notice to Proceed.

Regardless of the issuance of a Limited or Unlimited Notice to Proceed, no physical work in jurisdictional waters and/or wetlands shall begin until all environmental permits are obtained and a meeting between the Department, applicable Regulatory Agencies, and the Design-Build Team is held.

Unless otherwise stipulated in the RFP, when observation periods are required by the Contract, the observation periods are not a part of the Work to be completed by the completion dates and/or intermediate contract times. Should an observation period extend beyond the Final Completion Date, either (1) the performance and payment bonds shall remain in full force and effect until the observations have been completed and the Work has been accepted, or (2) the Warranty Bond required in the *Three-Year Guarantee* Project Special Provision shall clearly cover the observation periods.

The Substantial Completion Date for the Project is defined as the Substantial Completion Date proposed in the Technical Proposal by the Proposer who is awarded the contract. The Substantial Completion date thus proposed shall be no later than July 1, 2028. Subject to any time extensions approved in writing by the Authority, the Proposer shall be liable for liquidated damages in the amount of **Twenty Thousand dollars** (\$20,000.00) per calendar day for each day of delay in achieving Substantial Completion beyond the Substantial Completion Date proposed in the Technical Proposal. In the event that Substantial Completion occurs after July 1, 2028, and subject to any time extensions approved in writing by the Authority, the Proposer shall be liable for liquidated damages in the amount of **Thirty Thousand dollars** (\$30,000.00) per calendar day for each day of delay in achieving Substantial Completion beyond July 1, 2028.

The liquidated damages attributable to a delay in Substantial Completion as described above will continue to accrue until such time that Substantial Completion is achieved. Once Substantial Completion is achieved, liquidated damages for Final Completion will begin accruing in accordance with the below and be added to any liquidated damages that accrued as a result in a delay in the Substantial Completion.

The Final Completion Date for the Project is defined as the Final Completion Date proposed in the Technical Proposal by the Proposer who is awarded the contract. The Final Completion date thus proposed shall be no later than November 1, 2028. Subject to any time extensions approved

in writing by the Authority, the Proposer will be liable for liquidated damages in the amount of **Five Thousand dollars** (\$5,000.00) per calendar day for each day of delay in achieving Final Completion.

By execution and submission of a Price Proposal, the Design-Build Team agrees and acknowledges that such liquidated damages are reasonable in order to compensate the Authority for damages it will incur as a result of delays in achieving Substantial Completion and Final Completion. Such damages include, without limitation, (1) loss of revenue for the Authority due to late service commencement, (2) loss of use, enjoyment and benefit of the Project and connecting transportation facilities by the general public, (3) additional oversight and administrative costs, and (4) debt service costs. The Design-Build Team further agrees and acknowledges that these liquidated damages are incapable of accurate measurement because of, among other things, the unique nature of the Project and the unavailability of a substitute.

Contract time extension(s) will be administered in accordance with the 2018 *Standard Specifications for Roads and Structures* and as may be modified in the Standard Special Provision entitled “*Division One*” contained elsewhere in the RFP. A contract time extension will apply to the Substantial Completion Date and the Final Completion Date provided the Design-Build Team can demonstrate that such delay is beyond the control of the Design-Build Team and that construction activities have been delayed (no remaining float on the longest path) as a direct result of the failure to issue Unlimited Notice to Proceed.

### **PROPOSAL VALIDITY PERIOD**

The Financial Closing Date for full funding for this project is anticipated to occur in March 2024. However, advanced funding of up to \$100 Million is available (in the aggregate for R-2829A, R-2829B) to cover mobilization, design and right of way acquisition costs payable to the Design-Build Team under these Contracts, as well as utility relocation costs and the cost of right-of way borne directly by the Department.

Provided the Authority does not elect to pursue a Best and Final Offer, the Department intends to issue a Notice of Award to the Design-Build Team with the lowest Adjusted Price within 60 calendar days of the opening of Price Proposals. This Notice of Award will solicit the submission of contract payment and contract performance bonds. It is anticipated that a written Limited Notice to Proceed will be issued to the Design-Build Team immediately following execution of the Contract.

After the determination of the Design-Build Team with the apparent low Adjusted Price, but prior to Contract execution, and at the Design-Build Team’s own risk, the Design-Build Team may elect to further the design of the project. If requested in writing by the Design-Build Team, the Department will review these design submittals. Any such request must acknowledge that the Design-Build Team is not expecting compensation for said design submittals, related meetings, or re-submittals until the first partial payment following the Limited Notice to Proceed.

The Design-Build Team agrees, as evidenced by submission of the Technical Proposal and Price Proposal, to remain bound to all terms, conditions, requirements, and technical components of

the RFP, the Technical Proposal, and Price Proposal until 180 days after the latest submission of the Price Proposal. In addition, if the Design-Build Team does not opt out of the Price Proposal adjustment afforded by the *Price Proposal Index* Project Special Provision, the Design-Build Team agrees, as evidenced by submission of the Technical Proposal and Price Proposal, to remain bound to all terms, conditions, requirements, and technical components of the RFP, the Technical Proposal, and the Price Proposal adjusted in accordance with the *Price Proposal Index* Project Special Provision until 240 days after the latest submission of the Price Proposal.

If necessary, this 240-day period may be extended if mutually agreeable by the NCTA and the Design-Build Team. Otherwise, the Design-Build Team may withdraw their Price Proposal in accordance with Article 103-4(A) of the *Standard Specifications for Roads and Structures* as amended by the Standard Special Provision entitled *Division One* contained elsewhere in this RFP. If the Design-Build Team elects to opt out of the *Price Proposal Index* Project Special Provision, this election does not affect the rights of the NCDOT and the Design-Build Team to implement a similar adjustment mechanism as part of a mutually agreeable extension of the aforementioned 240-day period.

Immediately following the Financial Closing Date, the NCTA intends to issue an Unlimited Notice to Proceed, thereby releasing the Design-Build Team to pursue all Work under the Contract, except as otherwise limited by environmental permits or lack thereof. If a delay in the Unlimited Notice to Proceed occurs solely due to the failure to provide full funding on or before April 1, 2024, contract time extension(s) will be granted for an additional calendar day for each day that the issuance of the Unlimited Notice to Proceed is delayed beyond May 1, 2024. The time extension will apply to the Substantial Completion Date and the Final Completion Date.

In the event that the Authority elects to proceed with a Best and Final Offer (BAFO), written notification of this election will be provided within 60 days of the opening of Price Proposals. Upon such written notification, the Department will release the surety from the obligations of the bid bond submitted with the original Price Proposal. However, a new bid bond conforming to the requirements of the Contract will be required with the Design-Build Team's Price Proposal, and if applicable their revised Technical Proposal, that is submitted to the Department in response to the Best and Final Offer Request for Proposals.

### **PRICE PROPOSAL INDEX**

In the event that the issuance of the Unlimited Notice to Proceed is delayed beyond April 1, 2024, the Price Proposal (Total Lump Sum Amount Bid for the Entire Project) submitted by the Design-Build Team will be adjusted in accordance with this Project Special Provision.

The Design-Build Team may elect to opt out of the adjustment afforded by this provision. In such case, the Design-Build Team shall indicate their intention to forego this provision by completing the *Price Proposal Index Opt Out Statement* sheet, located in the back of this RFP, following the *Itemized Proposal Sheet*. In addition to checking the box, an officer of the Design-Build Team shall sign and date the *Price Proposal Index Opt Out Statement*. By completing the *Price Proposal Index Opt Out Statement*, the Design-Build Team agrees, as evidenced by submission of the Technical Proposal and Price Proposal, to remain bound to all terms, conditions, requirements, and technical components of the RFP, the Technical Proposal, and the Price Proposal until 240 days after the latest submission of the Price Proposal. Failure to

complete *Price Proposal Index Opt Out Statement* will mean that the Design-Build Team is accepting the Price Proposal Index adjustments for this project as described herein.

The Total Lump Sum Amount Bid for the Entire Project will be adjusted based on the 20-City Construction Cost Index published in the Engineering News Record (e.g. Construction Cost Index of 13175.03 in January 2023). The index value reported in March 2024 will serve as the baseline index. The index value for the month in which the Unlimited Notice to Proceed is issued will then be compared to the baseline index value and the Total Amount Bid for the Entire Project will be adjusted upward or downward by the same percentage change from the baseline index value and the index value for the month in which the Unlimited Notice to Proceed is issued.

In the event the issuance of the Unlimited Notice to Proceed occurs between April 1, 2024 and April 1, 2025, the adjustment to the Total Amount Bid for the Entire Project is limited to a total 5% adjustment upward or downward.

In the unlikely event that the issuance of the Unlimited Notice to Proceed occurs after April 1, 2025, the adjustment to the Total Amount Bid for the Entire Project is limited to a percentage equal to 5% per annum, prorated by month (e.g., 7.5% cap for 18-month delay).

### **INTERMEDIATE CONTRACT TIME #1 AND LIQUIDATED DAMAGES**

Intermediate Contract Time #1 is established to ensure that the Toll System Integrator has adequate time to complete their work by the Substantial Completion Date for this Contract. Intermediate Contract Time #1 applies to the completion of all work required by the *All-Electronic Tolling Toll Zone Infrastructure Scope of Work*, including all mainline pavement work within the limits specified in Section 5.2 of the aforementioned Scope of Work. Intermediate Contract Time #1 also includes all work necessary to design, fabricate, install, and erect on the entire project the conduit, fiber-optic cable, ITS devices/infrastructure, and other items as depicted in the *ITS Scope of Work* and any other scopes of work sufficient to allow installation and testing of toll technology by the Toll Integrator.

Liquidated Damages for Intermediate Contract Time #1 for completion of all work required by the *All-Electronic Tolling Toll Zone Infrastructure Scope of Work* and the other work items specified in this Project Special Provision are Fifteen Thousand Dollars (\$15,000.00) per calendar day.

**The completion date for Intermediate Contract Time #1 is defined as the Intermediate Contract Time #1 Completion Date proposed in the Technical Proposal by the Proposer who is awarded the contract. The Intermediate Contract Time #1 Completion Date thus proposed shall be no later than 120 calendar days prior to the Substantial Completion Date.**

### **OTHER LIQUIDATED DAMAGES**

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

DB1 G11

Refer to the *ITS Scope of Work* for more information on Intermediate Contract Times #2 through #5 regarding damage or disruption to fiber optic communication.

Refer to the *Transportation Management Scope of Work* for more information on Intermediate Contract Times #6 through #14 regarding lane and road closure restrictions.

Refer to the *Erosion and Sedimentation Control Scope of Work* for additional information regarding liquidated damages due to non-compliance with Erosion and Sedimentation Control requirements.

## **PROPOSAL SCHEDULE**

(8-14-22) (Revised 10-26-22)

SP

The Technical Proposal submittal shall include a Proposal Schedule, in electronic and hard copy format, that depicts the proposed overall sequence of design and construction activities, and the times during which each major work task and deliverable required to complete the project will be accomplished. The Proposal Schedule shall be organized using a hierarchical Work Breakdown Structure (WBS) that shall be broken down by major project phases (e.g., project milestones, project management, design, public involvement, permits, right of way acquisition, utility coordination/relocation, railroad coordination, construction, etc.). The Proposal Schedule shall depict the anticipated project Critical Path (based on the longest path); summary level reviews of submittals, etc. by the Department, FHWA, and other regulatory agencies; and high-level work by suppliers, subcontractors, and other involved parties, as applicable. The substantial completion date and final completion date shall be clearly indicated on the Proposal Schedule and **labeled “Substantial Completion Date” and “Final Completion Date”**.

Unless approved otherwise by the Department, the Design-Build Team shall prepare the Proposal Schedule using software compatible with the most recent version of Primavera scheduling software system. Other software capable of providing the required information will be considered, but must be reviewed and approved by the Department prior to the Technical Proposal submittal date, via a confidential question. The Design-Build Team shall include a hard copy of the Proposal Schedule in the Technical Proposal. At the same time and location as the Technical Proposal submittal, the Design-Build Team shall submit an electronic version of the Proposal Schedule in Primavera compatible scheduling software or other software approved by the Department, and the Proposal Schedule’s source document in “XER” file format in a separate sealed package with the outer wrapping clearly marked “Proposal Schedule”. Failure to submit the Proposal Schedule separately in the aforementioned electronic formats and in the Technical Proposal will result in the Technical Proposal being considered irregular by the Department and the Design-Build Proposal may be rejected.

## **PROJECT SCHEDULE**

A cost-loaded Critical Path Method (CPM) Schedule is required for this project.

Twelve months prior to the Substantial Completion Date proposed in the Technical Proposal, the Design-Build Team shall submit a letter summarizing their anticipation of (1) when the various toll zones will be ready for the Toll System Integrator to begin work and (2) when the project will be Substantially Complete. This updated letter shall be submitted with the regular Schedule Update thereafter.

In addition to weekly or bi-weekly design coordination, right of way coordination, construction progress, and safety meetings, the Design-Build Team shall meet with the NCTA each month to provide a synopsis of the CPM Schedule.

Reference Article 108-2 of the Standard Special Provision entitled *Division One* found elsewhere in this RFP.

### **PAYOUT SCHEDULE**

(2-9-23)

DB1 G13

No later than 12:00 o'clock noon on the fourteenth day after the Price Proposal opening, the responsive proposer with the lowest adjusted price shall submit a proposed Anticipated Monthly Payout Schedule to the office of the State Contract Officer. The Anticipated Monthly Payout Schedule shall be submitted as a hard copy version and as an electronic version in Excel Spreadsheet. Both versions of the Anticipated Monthly Payout Schedule shall be submitted in a sealed package with the outer wrapping clearly marked "Anticipated Monthly Payout Schedule" along with the Design-Build Team name and the contract number. The Anticipated Monthly Payout Schedule will be used by the Department to establish the monthly funding levels for this project. The Anticipated Monthly Payout Schedule shall parallel, and agree with, the project schedule the Design-Build Team submits as a part of their Technical Proposal. The Anticipated Monthly Payout Schedule shall include a monthly percentage breakdown (in terms of the total contract amount percentages) of the work anticipated to be completed. The Anticipated Monthly Payout Schedule shall begin with the Limited Notice to Proceed and end with the Actual Completion Date proposed by the Design-Build Team. If the Anticipated Monthly 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.

As detailed above, the Design-Build Team shall submit electronic and hard copy updates of the Anticipated Monthly Payout Schedule on March 15<sup>th</sup>, June 15<sup>th</sup>, September 15<sup>th</sup>, and December 15<sup>th</sup> of each calendar year until project acceptance. The Design-Build Team shall submit all updates to the Resident Engineer, with copies to the NCTA Chief Engineer and the NCDOT State Construction Engineer.

### **MOBILIZATION**

(3-11-19)

DB1 G15B

Revise the 2018 *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**

Five percent of the "Total Amount of Bid for Entire Project" shall be considered the lump sum amount for Mobilization. Partial payments for Mobilization will be made beginning with the first partial pay estimate paid on the Contract. The first payment will be made at a rate of 30

percent of the lump sum amount calculated for Mobilization. The second payment will occur with the first partial pay estimate paid following the issuance of the Unlimited Notice to Proceed. The second payment will be made at the rate of 30 percent of the lump sum amount calculated for Mobilization. The remaining 40 percent will be paid with the partial pay estimate following approval of all environmental permits required in the *Environmental Permits Scope of Work* for this project.

### **SUBSTANTIAL COMPLETION**

(3-22-07)

DB1 G16

The Project will have reached Substantial Completion when all of the following requirements are satisfied:

1. Through traffic can be placed along the Project or along the work so that 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 mainline, ramps and loops are complete.
3. All signs for the purposes of safe travel, enforcement of any applicable laws, and guidance of the public are complete and accepted, including any required for toll collection purposes.
4. All sound barrier walls, guardrails, drainage devices, ditches, excavation and embankment are complete.
5. Remaining work along the project consists of incidental construction that is away from the paved portion of the roadway.
6. Except as needed for punch list items identified after Substantial Completion and Corrective Work identified after Substantial Completion, no subsequent lane closures or slow moving operations are required on the mainline.
7. A satisfactory warranty bond is executed and provided to the NCTA. Reference the Project Special Provision *Three-Year Guarantee*.

Upon apparent substantial completion of the Project, the Design-Build Team will perform an in-depth self-inspection to ensure that the Project meets the conditions of Substantial Completion as defined herein. Upon written recommendation from the Design-Build Team, the Engineer will perform a subsequent inspection. The results of the Engineer's inspection will be shared with the Design-Build Team in writing within two weeks of receipt of the Design-Build Teams' written recommendation, and the Design-Build Team will be advised as to whether or not the Engineer has determined Substantial Completion to have been met. Substantial Completion will not have occurred until all of the recommendations made, if any, at the time of the Engineer's inspection have been satisfactorily met.

The Design-Build Team may submit a plan for advanced inspection of certain areas or work to facilitate the efficient determination of Substantial Completion.

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

(9-19-22)

DB1 G43

**(A) Submittal of Quantities**

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

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

**Submittal** - The submittal shall be 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 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 \$ 3.2066 per gallon.



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

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

**(D) Change Option**

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

**(E) Fuel Usage Factor for Asphalt Line Items**

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

**(F) Failure to Submit**

Failure to submit the completed *Fuel Usage Factor Chart and Estimate of Quantities* sheet separately with the Technical Proposal 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.

**STEEL PRICE ADJUSTMENT**

(12-20-22)

DB1 G47

**Description and Purpose**

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

**Eligible Items**

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

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

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

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

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

### **Price Proposal Submittal Requirements**

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

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

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

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

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

### **Establishing the Base Price**

The Department will use a blend of monthly average prices as reported from the Fastmarkets platform to calculate the monthly adjustment indices (BI and MI). This data is typically available

on the first day of the month for the preceding month. The Department will calculate the indices for the different categories found on the Product Relationship Table below. For work item numbers that include multiple types of steel products, the category listed for that Transport item number shall be used for adjusting each steel component.

The bidding index for Category 1 Steel items shall be \$ 43.20 per hundredweight.  
The bidding index for Category 2 Steel items shall be \$ 72.10 per hundredweight.  
The bidding index for Category 3 Steel items shall be \$ 62.60 per hundredweight.  
The bidding index for Category 4 Steel items shall be \$ 41.16 per hundredweight.  
The bidding index for Category 5 Steel items shall be \$ 53.95 per hundredweight.  
The bidding index for Category 6 Steel items shall be \$ 68.25 per hundredweight.  
The bidding index for Category 7 Steel items shall be \$ 44.34 per hundredweight.

The bidding indices represent a selling price of steel based on Fastmarkets data for the month of August 2023.

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

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

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

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

### **Submittal Requirements**

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

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

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

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

## Step 1 (Form SPA -2)

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

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

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

- b. The steel product quantity in pounds

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

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

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

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

## Step 2 (Monthly Calculator Spreadsheet)

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

- 1) Completed NCDOT Steel Price Adjustment Calculator Spreadsheet, summarizing all the steel submittal packages (Form SPA-2) actually incorporated into the completed work in the given month.
  - a. Contract Number
  - b. Bidding Index Reference Month
  - c. Contract Completion Date or Revised Contract Completion Date
  - d. County, Route and Project TIP information
  - e. Work Item Number from Table of Quantities
  - f. Line-Item Description (corresponding Trns\*port pay item)
  - g. Submittal Number from Form SPA-2
  - h. Adjustment Date
  - i. Pounds of Steel
- 2) An affidavit signed by the Design-Build Team stating the documentation provided in the NCDOT Steel Price Adjustment Calculator Spreadsheet is true and accurate.

## Price Adjustment Conditions

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

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

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

## Price Adjustment Calculations

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

**Price increase/decrease shall be computed as follows:**

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

Where:

SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

If the price adjustment is based on estimated material quantities for that time, and a revision to the total material quantity is made in a subsequent or final estimate, an appropriate adjustment will shall be made to the price adjustment previously calculated. The adjustment shall be based on the same indices used to calculate the price adjustment which is being revised. If the adjustment date of the revised material quantity cannot be determined, the adjustment for the quantity in question, shall be based on the indices utilized to calculate the steel price adjustment for the last initial documentation package submission, for the steel product subject to price adjustment, that was incorporated into the particular work item, for which quantities are being finalized.

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

### **Extra Work/Force Account**

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

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



**Example: Form SPA-2****Steel Price Adjustment Submission Form**Contract Number C203394 Bid Reference Month January 2019Submittal Date 8/31/2019Work Item from the Table of Quantities 237Work Item Description APPROX....LBS Structural SteelSequential Submittal  
Number 2


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

Note: Attach the following supporting documentation to this form:

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

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

Printed Name

Signature

\_\_\_\_\_

\_\_\_\_\_

**Example: Form SPA-2****Steel Price Adjustment Submission Form**Contract Number C203394 Bid Reference Month January 2019Submittal Date August 31, 2019Work Item from the Table of Quantities 158Work Item Description SUPPORT, OVRHD SIGN STR -DFEB- STA 36+00 -L-Sequential Submittal  
Number 2

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

Note: Attach the following supporting documentation to this form.

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

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

Printed Name

Signature

**Example: Price Adjustment Calculation - Increase**

Price Proposal opened on September 17, 2019

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

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

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

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

The Steel Price Adjustment formula shall be as follows:

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

Where: SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

**Example: Price Adjustment Calculation - Decrease**

Price Proposal opened on December 18, 2018

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

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

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

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

The Steel Price Adjustment formula shall be as follows:

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

Where: SPA = Steel price adjustment in dollars

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

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

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

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

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

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

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

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

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

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

**Example - Price Adjustment Calculation - Increase**

Price Proposal opened on July 16, 2020

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

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

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

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

The Steel Price Adjustment formula shall be as follows:

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

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

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

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

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

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

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

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

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

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

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

**INDIVIDUAL MEETINGS WITH PROPOSERS**

(9-1-11)

DB1 G048

The NCTA 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.

After issuance of the First Industry Draft RFP, the Utility Coordinator Lead and Utility Design Lead from each prospective Design-Build Team will be invited to attend the Department-led utility coordination meetings if requested in writing to the NCTA Chief Engineer.

The NCTA will afford each proposer two additional meetings with the NCTA (maximum two-hour time limit per each meeting) to discuss project specifics and address the proposer's 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 Technical Proposal submittal date. The proposer shall request these meetings in writing to the NCTA Chief Engineer, providing the NCTA 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 NCTA makes no assurance that the request may be honored on that specific date or that all disciplines requested can be in attendance.

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

(1-24-13)

DB1 G52

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

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

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

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

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

**SUBMISSION OF DESIGN-BUILD PROPOSAL**

(9-1-11) (Rev. 8-30-17)

DB1 G55A

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

1. The Proposer shall be prequalified with the Department prior to submitting a Price Proposal.
2. The Proposer shall deliver the Technical Proposal and the Price Proposal to the place indicated, and prior to the times indicated in this Request for Proposals.
3. The Price Proposal documents shall be signed by an authorized employee of the Proposer.
4. The Price Proposal shall be accompanied by Bid surety in the form of a Bid Bond or Bid Deposit, dated the day of the Price Proposal submission.
5. The Proposer shall complete the form Listing of DBE Subcontractors contained elsewhere in this RFP in accordance with the *Disadvantaged Business Enterprises* Project Special Provision found elsewhere in this RFP.
6. The Design-Build Proposal shall address all the requirements as specified in this Request for Proposals.

In addition to the above requirements, failure to comply with any of the requirements of Article 102-8 of the Standard Special Provisions, *Division One* (found elsewhere in this RFP), Article 102-9 of the 2018 *Standard Specifications for Roads and Structures*, or Article 102-10 of the 2018 *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**

(6-8-11) (Rev. 1-27-22)

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 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 has 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 RFPs 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 issuance of the Final RFP, Confidential Questions may be submitted to the State Contract Officer via the NCTA Design-Build e-mail address (NCTAdesignbuild@ncdot.gov). After evaluation, the State Contract Officer will respond to the question in writing 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. Minor questions will not be acknowledged or answered.

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

### **Alternative Technical Concepts**

The Design-Build Team will be allowed to submit a maximum of seven (7) Alternative Technical Concepts. The aforementioned maximum number of ATCs shall include both Preliminary and Formal ATCs. Excluding (1) Formal ATCs that are submitted in response to the Department's favorable review of a Preliminary ATC, (2) ATCs that are deemed to take advantage of an error or omission in the RFP, and (3) ATCs that contain multiple concepts, all ATCs submitted by the Design-Build Team shall count towards the maximum number of allowable ATCs, regardless of the Department's response. The Design-Build Team is cautioned that ATCs that receive responses that nullify the ATC shall count towards the maximum number of allowable ATCs. For example, at a minimum, the responses below shall count towards the maximum number of allowable ATCs:

- The ATC does not qualify as an ATC
- The RFP does not permit the concept proposed in the ATC to be submitted as an ATC, and the Department did not evaluate or consider the ATC
- A documented question has been received outside of the ATC process on the same topic and the RFP will be revised to address that question without further regard for confidentiality



- More than one ATC has been received on the same topic and the Department has elected to exercise its right to revise the RFP without further regard for confidentiality

Additionally, should the Design-Build Team resubmit an ATC that the Department did not approve, the original ATC, as well as all ATC resubmittals, shall count towards the maximum number of allowable ATCs, resulting in a minimum of two ATCs.

Once an ATC has been submitted to the Department, the Design-Build Team will **NOT** be allowed to rescind the ATC.

Should the Design-Build Team submit a single ATC with multiple concepts, the Department (1) will not evaluate the concepts proposed in the ATC, and (2) will return the ATC to the Proposer requiring a separate submittal for each individual concept. The single ATC with multiple concepts will not be considered received within the ATC submittal deadlines noted below.

Initial ATC submittals shall be submitted in accordance with the following deadlines:

- The Design-Build Team will be allowed to submit the maximum number of allowable ATCs prior to the Final RFP distribution.
- The Design-Build Team will be allowed to submit a maximum of six (6) ATCs after the Final RFP distribution provided (1) the ATC submittal does not exceed the aforementioned maximum number of allowable ATCs, and (2) the ATC is received by the Department no later than seven weeks prior to the Technical Proposal submittal deadline.

The Design-Build Team may include an ATC in the Technical and Price Proposal only if the ATC was received by the Department in accordance with the requirements noted above and it has been approved by the Department (including conditionally approved ATCs, if all conditions are met).

The submittal deadlines above only apply to initial ATC submittals that contain one concept. Resubmittal of an ATC that (1) has been revised in response to the Department's requests for further information concerning a prior submittal, (2) is a Formal ATC for a Preliminary ATC that received a favorable response from the Department, or (3) requests approval of additional required variances to the RFP requirements that were omitted in the original ATC submittal shall be received by the Department no later than three weeks prior to the Technical Proposal submittal deadline.

The Design-Build Team shall be solely responsible for reviewing all versions of the RFP, including all Addenda, and determining variances required by a Formal ATC. The Design-Build Team is cautioned that the Department's approval in no way implies that the Design-Build Team has requested approval of all the required variances to the RFP requirements. Additionally, 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) no later than three weeks prior to the Technical Proposal submittal deadline unless the ATC deviates from revised requirements in an RFP Addendum that is distributed within three weeks prior to the Technical Proposal submittal deadline. If the ATC deviates from revised requirements in an RFP Addendum that is distributed within three weeks prior to the Technical Proposal submittal deadline, the Design-Build Team must submit a request for approval of all additional required variance(s) within five business days of the date of the Department's ATC response letter and/or the RFP Addendum distribution, as appropriate.

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 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 for confidentiality. If at any time, the Department receives a documented 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) the Department's comments resulting from review of the design details post-Award; (3) any obligation that may arise under applicable laws and regulations; and (4) any obligation mandated by the regulatory agencies as a permit condition.

### **ATC Submittals**

All ATCs shall be submitted in electronic .pdf format to the State Contract Officer, via the NCTA Design-Build e-mail address (NCTAdesignbuild@ncdot.gov). Excluding the ATC distribution letter, the ATC shall not include any reference to the submitter's identity.

### **Formal ATCs**

Each Formal ATC submittal shall include the following information:

- 1) **Description** – A detailed description and schematic drawings of the ATC configuration or other appropriate descriptive information (including, if appropriate, product details [e.g., specifications, construction tolerances, special provisions, etc.] 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 RFP requirements, 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 RFP requirements, or other documents incorporated into the contract by reference, should be allowed. **All intersection and interchange reconfigurations shall include corresponding electronic traffic analyses files and revised *Signing Schematic*.**
- 5) **Impacts** – Discussion of potential vehicular traffic impacts, environmental impacts, community impacts, 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
- 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 shall result in a disqualification of that ATC.

At any time, the Department may request additional information regarding a proposed ATC. 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 ten business days of receipt of all requested information.

In accordance with the *Individual Meetings with Proposers* Project Special Provision found elsewhere in this RFP, a Design-Build Team's ATC may be discussed during confidential one-on-one meeting(s). 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 a court order, 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 1) ATCs from more than one Design-Build Team or 2) an ATC and a documented question outside of the ATC process that are deemed by the Department, in its sole discretion, 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 Formal ATC is approved.
- 2) The Formal ATC is not approved.
- 3) The Formal 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 Design-Build Proposal without an approved ATC (e.g., the concept complies with the baseline requirements of the RFP).
- 5) The Formal 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 Formal ATC will not be considered, and the RFP will be revised to correct the error or omission without further regard for confidentiality.
- 6) A documented question has been received outside of the ATC process on the same topic and the RFP will be revised to address that question without further regard for confidentiality.
- 7) More than one ATC has been received on the same topic and the Department has elected to exercise its right to revise the RFP without further regard for confidentiality. This response could also follow and supersede one of the other previously provided responses above.
- 8) The Formal ATC contains multiple concepts and has not been considered. Should the Design-Build Team wish to pursue one or more of the concepts presented in the Formal ATC, a submittal for each individual concept shall be required.

### **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 a 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 or the concept will be deemed in violation of the RFP requirements.

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 a 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 concept's benefits. The purpose of allowing 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 ten business days of submittal and will respond to the Design-Build Team with one of the following determinations:

- 1) The Preliminary ATC would be considered as a Formal ATC if the Team so elects to pursue a Formal ATC submission.
- 2) The Preliminary ATC is denied.
- 3) An ATC is not required.
- 4) The Preliminary ATC takes advantage of an error or omission in the RFP or other documents incorporated into the contract by reference, in which case the Preliminary ATC will not be considered, and the RFP will be revised to correct the error or omission without further regard for confidentiality.
- 5) A documented question has been received outside of the ATC process on the same topic and the RFP will be revised to address that question without further regard for confidentiality.

- 6) More than one ATC has been received on the same topic and the Department has elected to exercise its right to revise the RFP without further regard for confidentiality. This response could also follow and supersede one of the other previously supplied responses above.
- 7) The Preliminary ATC contains multiple concepts and has not been considered. Should the Design-Build Team wish to pursue one or more of the concepts presented in the Preliminary ATC, a submittal for each individual concept shall be required.

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 the Technical Proposal.

### **SCHEDULE OF ESTIMATED COMPLETION PROGRESS**

(9-1-11) (Rev. 7-19-22)

DB1 G58

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

<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2024 (07/01/23 - 06/30/24)	7% of Total Amount Bid
2025 (07/01/24 - 06/30/25)	21% of Total Amount Bid
2026 (07/01/25 - 06/30/26)	32% of Total Amount Bid
2027 (07/01/26 - 06/30/27)	27% of Total Amount Bid
2028 (07/01/27 - 06/30/28)	13% of Total Amount Bid

The NCTA does not intend to limit progress based on the above schedule of estimated progress unless required to do so by the North Carolina General Assembly or the trustee of the project funds.

The Design-Build Team shall also furnish its own CPM Schedule in accordance with Article 108-2 of the Standard Special Provision entitled *Division One* contained elsewhere in the RFP. Any acceleration of the progress as shown by the Design-Build Team's CPM Schedule over the progress as shown above shall be subject to the approval of NCTA.

### **DISADVANTAGED BUSINESS ENTERPRISE**

(10-16-07) (Rev. 8-17-21)

102-15(J)

SP1 G61

DB1 G061

#### **Description**

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

**Definitions**

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

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

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

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

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

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

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

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

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

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

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

**Forms and Websites Referenced in this Provision**

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

**<https://apps.dot.state.nc.us/Vendor/PaymentTracking/>**

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

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

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

**<http://connect.ncdot.gov/projects/construction/Construction%20Forms/DBE%20MBE%20WBE%20Replacement%20Request%20Form.pdf>**

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

**<http://connect.ncdot.gov/projects/construction/Construction%20Forms/Subcontract%20Approval%20Form%20Rev.%202012.zip>**

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

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

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

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

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

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



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

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

### **DBE Goal**

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

Disadvantaged Business Enterprises **5.0%**

- (A) *If the DBE goal is more than zero*, the Design-Build Team shall exercise all necessary and reasonable steps to ensure that DBEs participate in at least the percent of the contract as set forth above as the DBE goal.
- (B) *If the DBE goal is zero*, the Design-Build Team shall make an effort to recruit and use DBEs during the performance of the contract. Any DBE participation obtained shall be reported to the Department.

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

### **Directory of Transportation Firms (Directory)**

Real-time information is available about firms doing business with the Department and firms that are certified through NCUCP in the Directory of Transportation Firms. Only firms identified in the Directory as DBE certified shall be used to meet the DBE goal. The Directory can be found at the following link.

**<https://www.ebs.nc.gov/VendorDirectory/default.html>**

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

### **Listing of DBE Subcontractors**

At the time the Price Proposal is submitted, Proposers shall submit all DBE participation that they anticipate to use during the life of the contract. Only those identified to meet the DBE goal will be considered committed, even though the listing shall include both committed DBE subcontractors and additional DBE subcontractors. Additional DBE subcontractor participation submitted at the time the Price Proposal is submitted will be used toward the Department's overall race-neutral goal. Only those firms with current DBE certification at the time of Price

Proposal opening will be acceptable for listing in the Proposer's submittal of DBE participation. The Design-Build Team shall indicate the following required information:

- (1) *If the DBE goal is more than zero,*
  - (a) Proposers, at the time the Price Proposal is submitted, shall submit a listing of DBE participation, including the names and addresses on *Listing of DBE Subcontractors* contained elsewhere in the contract documents in order for the Price Proposal to be considered responsive. Proposers shall indicate the total dollar value of the DBE participation for the contract.
  - (b) If Proposers have no DBE participation, they shall indicate this on the *Listing of DBE Subcontractors* by entering the word "None" or the number "0." This form shall be completed in its entirety. **Blank forms will not be deemed to represent zero participation.** Price Proposals submitted that do not have DBE participation indicated on the appropriate form will not be read publicly during the opening of the Price Proposals. The Department will not consider these Price Proposals for award and the proposal will be rejected.
  - (c) The Proposer shall be responsible for ensuring that the DBE is certified at the time the Price Proposal is submitted by checking the Directory of Transportation Firms. If the firm is not certified at the time of the opening of the Price Proposals, that DBE's participation will not count towards achieving the corresponding goal.
- (2) *If the DBE goal is zero,* entries on the *Listing of DBE Subcontractors* are not required for the zero goal, however any DBE participation that is achieved during the project shall be reported in accordance with requirements contained elsewhere in this special provision.

### **DBE Prime Contractor**

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

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

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

**Written Documentation - Letter of Intent**

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

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

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

**Submission of Good Faith Effort**

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

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

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

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

Adequate good faith efforts mean that the Proposer took all necessary and reasonable steps to achieve the goal which, by their scope, intensity, and appropriateness, could reasonably be

expected to obtain sufficient DBE participation. Adequate good faith efforts also mean that the Proposer actively and aggressively sought DBE participation. Mere *pro forma* efforts are not considered good faith efforts.

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

- (A) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising, written notices, use of verifiable electronic means through the use of the NCDOT Directory of Transportation Firms) the interest of all certified DBEs who have the capability to perform the work of the contract. The Proposer must solicit this interest within at least ten days prior to the opening of the Price Proposals to allow the DBEs to respond to the solicitation. Solicitation shall provide the opportunity to DBEs within the Division and surrounding Divisions where the project is located. The Proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- (B) Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved.
  - (1) Where appropriate, break out contract work items into economically feasible units to facilitate DBE participation, even when the Prime Contractor might otherwise prefer to perform these work items with its own forces.
  - (2) Negotiate with subcontractors to assume part of the responsibility to meet the contract DBE goal when the work to be sublet includes potential for DBE participation (2<sup>nd</sup> and 3<sup>rd</sup> tier subcontractors).
- (C) Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (D)
  - (1) Negotiating in good faith with interested DBEs. It is the Proposer's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
  - (2) A proposer using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration.

However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a Prime Contractor to perform the work of a contract with its own organization does not relieve the Proposer of the responsibility to make good faith efforts. Proposing Design-Build Teams are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- (E) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Proposer's standing within its industry, membership in specific groups, organizations, or associates and political or social affiliations (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Proposer's efforts to meet the project goal.
- (F) Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or proposer.
- (G) Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- (H) Effectively using the services of available minority/women community organizations; minority/women contractors' groups; Federal, State, and local minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs. Contact within seven days from the Price Proposals opening the Business Opportunity and Work Force Development Unit at BOWD@ncdot.gov to give notification of the Proposer's inability to get DBE quotes.
- (I) Any other evidence that the Proposer submits which shows that the Proposer has made reasonable good faith efforts to meet the DBE goal.

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

- (1) Whether the Proposer's documentation reflects a clear and realistic plan for achieving the DBE goal.
- (2) The Proposer's past performance in meeting the DBE goals.
- (3) The performance of other proposers in meeting the DBE goal. For example, when the Proposer with the apparent adjusted low price fails to meet the DBE goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts the Proposer with the apparent adjusted low price could have met the goal. If the Proposer with the apparent adjusted low price fails to meet the DBE goal, but meets or exceeds the average DBE participation obtained by other proposers, the Department may view this, in conjunction with other factors, as

evidence of the Proposer with the apparent adjusted low price having made a good faith effort.

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

### **Non-Good Faith Appeal**

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

### **Counting DBE Participation Toward Meeting DBE Goal**

#### **(A) Participation**

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

#### **(B) Joint Checks**

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

#### **(C) Subcontracts (Non-Trucking)**

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

(D) Joint Venture

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

(E) Suppliers

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

(F) Manufacturers and Regular Dealers

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

- (1) The fees or commissions charged by a DBE firm for providing a *bona fide* service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees or commissions are determined to be reasonable and not excessive as compared with fees and commissions customarily allowed for similar services.
- (2) With respect to materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site (but not the cost of the materials and supplies themselves), provided the fees are determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **Commercially Useful Function**

(A) DBE Utilization

The Design-Build Team may count toward its contract goal requirement only expenditures to DBEs that perform a commercially useful function in the work of a contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE shall also be responsible with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself. To determine

whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and any other relevant factors.

(B) DBE Utilization in Trucking

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

- (1) The DBE shall be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there shall not be a contrived arrangement for the purpose of meeting DBE goals.
- (2) The DBE shall itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
- (3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
- (4) The DBE may subcontract the work to another DBE firm, including an owner-operator who is certified as a DBE. The DBE who subcontracts work to another DBE receives credit for the total value of the transportation services the subcontracted DBE provides on the contract.
- (5) The DBE may also subcontract the work to a non-DBE firm, including from an owner-operator. The DBE who subcontracts the work to a non-DBE is entitled to credit for the total value of transportation services provided by the non-DBE subcontractor not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE subcontractors receives credit only for the fee or commission it receives as a result of the subcontract arrangement. The value of services performed under subcontract agreements between the DBE and the Design-Build Team will not count towards the DBE contract requirement.
- (6) A DBE may lease truck(s) from an established equipment leasing business open to the general public. The lease must indicate that the DBE has exclusive use of and control over the truck. This requirement does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. This type of lease may count toward the DBE's credit as long as the driver is under the DBE's payroll.



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

### **DBE Replacement**

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

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

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

- (a) The listed DBE subcontractor fails or refuses to execute a written contract.
- (b) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Prime Contractor.
- (c) The listed DBE subcontractor fails or refuses to meet the Prime Contractor's reasonable, nondiscriminatory bond requirements.
- (d) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- (e) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- (f) The listed DBE subcontractor is not a responsible contractor.

- (g) The listed DBE voluntarily withdraws from the project and provides written notice of withdrawal.
- (h) The listed DBE is ineligible to receive DBE credit for the type of work required.
- (i) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
- (j) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the Prime Contractor can substitute another DBE or non-DBE contractor after contract award.

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

(A) Performance Related Replacement

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

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

- (1) Copies of written notification to DBEs that their interest is solicited in contracting the work defaulted by the previous DBE or in subcontracting other items of work in the contract.
- (2) Efforts to negotiate with DBEs for specific subbids including, at a minimum:
  - (a) The names, addresses, and telephone numbers of DBEs who were contacted.
  - (b) A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
- (3) A list of reasons why DBE quotes were not accepted.
- (4) Efforts made to assist the DBEs contacted, if needed, in obtaining bonding or insurance required by the Design-Build Team.

**(B) Decertification Replacement**

- (1) When a committed DBE is decertified by the Department after the SAF (*Subcontract Approval Form*) has been received by the Department, the Department will not require the Design-Build Team to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement.
- (2) When a committed DBE is decertified prior to the Department receiving the SAF (*Subcontract Approval Form*) for the named DBE firm, the Design-Build Team shall take all necessary and reasonable steps to replace the DBE subcontractor with another DBE subcontractor to perform at least the same amount of work to meet the DBE goal requirement. If a DBE firm is not found to do the same amount of work, a good faith effort must be submitted to NCDOT (See A herein for required documentation).
- (3) Exception: If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, the Department will not require the Design-Build Team to solicit replacement DBE participation equal to the remaining work to be performed by the decertified firm. The participation equal to the remaining work performed by the decertified firm will count toward the contract goal requirement and Department's overall race-neutral goals.

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

**Changes in the Work**

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

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

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

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

### **Reports and Documentation**

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

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

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

### **Reporting Disadvantaged Business Enterprise Participation**

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

- (A) Withholding of money due in the next partial pay estimate; or
- (B) Removal of an approved Prime Contractor or other affiliated companies within the Design-Build Team from the prequalified bidders' list or the removal of other entities from the approved subcontractors list.

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

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

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

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

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

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

### **Failure to Meet Contract Requirements**

Failure to meet contract requirements in accordance with Subarticle 102-15(J) of the 2018 *Standard Specifications for Roads and Structures* may be cause to disqualify the Prime Contractor or any affiliated companies within the Design-Build Team from further bidding for a specified length of time.

### **SPECIAL NOTICE TO BIDDERS**

(2-19-13) (Rev. 9-7-17)

DB1 G71

This project involves constructing new roadway bridges over the Railroad Corridor. The North Carolina Department of Transportation will be administering the project and the work will be constructed in accordance with the 2018 NCDOT *Standard Specification for Roads and Structures*; NCDOT *Construction Manual*; Norfolk Southern Railway (NSR) *Public Projects Manual*, latest edition; North Carolina Railroad Company *Specifications for Wire, Conduit and Cable Occupations Of North Carolina Railroad Company – Form NCR 101*, latest edition; North Carolina Railroad Company *Specifications for Pipeline Occupancy of North Carolina Railroad Company Property - Form NCR 102*, latest edition; *Manual on Uniform Traffic Control Devices*; latest edition, *AREMA Manual for Railway Engineering*, latest edition; Norfolk Southern Railway - *Standard Specifications for Materials and Construction*, latest edition; *North Carolina Railroad / Norfolk Southern Railway Special Provisions for Railway Interests*; *Federal Aid Policy Guide 23 CFR 140I*; *Federal Aid Policy Guide 23 CFR 646*; and *North Carolina Administrative Code Section T19A: 02B, 0150 through 0158*.

The construction will be taking place in existing Railroad right of way owned by North Carolina Railroad Company adjacent to existing tracks that are operated and maintained by Norfolk Southern Corporation. Safety in the right of way will be top priority and Norfolk Southern's safety and security policies shall be followed for all employees working within the right of way. The safety and security policies and guidelines are further defined in the special provisions.

All work adjacent to the live tracks shall be coordinated with the Norfolk Southern Railway (NSR) Roadway Worker In Charge, as defined later in the *Protection of Railroad Interest* Project Special Provision found elsewhere in this RFP. As a result of safety requirements for passing trains, there will be intermittent delays requiring all equipment within 25' of the operating tracks

to stop work until authorized to proceed by the Railroad. This will result in intermittent delays to the Design-Build Team's operations. The Design-Build Team needs to account for this in preparing their bid. The Design-Build Team shall have no claims whatsoever against the Railroad or the Department for any delays or additional cost incurred for the delays or any changes to the information above.

**PROTECTION OF RAILROAD INTEREST - NCRR AND NSR**

(2-19-13) (Rev. 12-10-21)

DB1 G73

**KEY STAKEHOLDERS AND ROLES FOR THE JOB**

The following defines the roles of key stakeholders and persons with authority on the project:

<b>TERMS</b>	<b>DEFINITIONS</b>
Owner, Company	North Carolina Railroad Company (NCRR). They own the right of way/easement, facilities, tracks, structures, etc., that Norfolk Southern Railway (NSR) and others operate on.
Owner's Engineer /Representative	NCRR's engineer or their authorized representative for the project.
Operating Railroad, Railroad,Railway, Railway Company	NSR operates and Railroad Company maintains the track facilities and signals.
Railroad Engineer	NSR Engineers or their authorized representatives.
RWIC / Flagman	Roadway Worker In Charge. This is NSR's onsite representative responsible for obtaining track time for work activities adjacent to the tracks and safety within the Railroad right of way/easement. The Roadway Worker In Charge may be in charge of multiple Railroad flagmen assigned to a project if more than one is required or may be the flagman for the project.
Standard Specifications, Specifications	NCDOT <i>Standard Specifications for Road and Structures</i> , January 2018.
NCDOT Rail, Rail Division	The North Carolina Department of Transportation, Rail Division. They are a branch of the Department of Transportation responsible for schedule review, reviewing change orders; assisting in answering requests for information (RFI), and working with the owners, operating rail and the Department, and the FRA for compliance and project closeout.
NSR Public Projects Manual	<i>Norfolk Southern Railway Public Projects Manual</i> , January 2022.
NCRR Specifications	This includes the following documents:  North Carolina Railroad - NCR101 – Specifications for Wire, Conduit and Cable Occupations of North Carolina Railroad Company Property,  NCR102 – Specifications for Pipeline Occupancy of North Carolina Railroad Company Property,  NCR103 – Specific Requirements of North Carolina Railroad Company for Work on its right of way/easement.

The Design-Build Team shall perform all work in accordance with the September 2021 *North Carolina Railroad Company Engineering Department Design and Construction Guidelines and the August 12, 2021 North Carolina Railroad / Norfolk Southern Railway - Special Provisions for Protection of Railway Interests* provided by the Department. In case of conflicting design and construction parameters, and/or ranges, in the various resources, the proposed design and construction shall adhere to the most conservative values, unless noted otherwise elsewhere in this RFP.

### **NSR PROTECTIVE SERVICES AGREEMENT**

The Design Build Team shall be responsible for furnishing and maintaining qualified Railroad protective services that are approved by the Railroad.

#### **Requirements**

Under the terms of the agreement between the Department and the Railroad, the Railroad has sole authority to determine the need for Railroad protective services required to protect its operations. In general, the requirements of such services shall be whenever the Design-Build Team's personnel or equipment are or are likely to be, working on the Railroad's corridor, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by Railroad protective services.

The Design-Build Team shall assign to the project one Railroad protective services agent from a company approved by the Railroad. In some cases, more than one may be necessary, such as yard limits where three (3) Railroad protective services agents may be required, as required by the Railroad. However, if the Design-Build Team works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a Railroad protective services agent or agents may be required full time until the project has been completed. Should such violations or unscheduled, unauthorized work by the Design-Build Team result in full time Railroad protective services being required by the Railroad, the additional cost of such Railroad protective services shall be at no additional cost to the Department. Neither Department nor Railroad will be liable for damages resulting from unscheduled or unauthorized work.

For Projects exceeding 30 days of construction, the Design-Build Team shall provide the Railroad protective services agent a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the Railroad protective services agent can check in/out with the Project, as well as to the Railroad protective services agent's home terminal. The work area shall provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer.



**Scheduling and Notification**

The Design-Build Team's work requiring Railroad protective services shall be scheduled to limit the presence of a Railroad protective services agent at the site to a maximum of 12 hours per day.

Not later than the time that approval is initially requested to begin work on Railroad's corridor, Design-Build Team shall furnish to the Railroad and the Department a schedule for all work required to complete the portion of the project within the Railroad's corridor and arrange for a job site meeting between the Design-Build Team, the Department, and the Railroad's authorized representative. Railroad protective services agent or agents shall not be provided until the job site meeting has been conducted and the Design-Build Team's work scheduled.

The Design-Build Team shall give the Railroad representative at least ten working days of advance written notice of intent to begin work within the Railroad's corridor in accordance with this provision. Once begun, when such work is then suspended at any time, or for any reason, the Design-Build Team shall give the Railroad representative at least three working days of advance notice before resuming work on the Railroad corridor. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if Railroad protective services will be required. If such notice is in writing, the Design-Build Team shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If Railroad protective services are required, no work shall be undertaken until the Railroad protective services agent or agents are present at the job site.

If, after the Railroad protective services agent is assigned to the project site, an emergency arises that requires the Railroad protective services agent's presence elsewhere, then the Design-Build Team shall delay work on Railroad corridor until such time as the Railroad protective services agent is again available. Any additional costs resulting from such delay shall be borne by the Design-Build Team and not the Department or the Railroad.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

(3-21-90)

DB1 G85

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

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

Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, *Disclosure Form to Report Lobbying*, in accordance with its instructions.

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

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

### **CONTRACTOR'S LICENSE REQUIREMENTS**

(7-1-95)

DB1 G88

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

### **USE OF UNMANNED AIRCRAFT SYSTEM (UAS)**

(7-1-19)

DB1 G092

The Design-Build Team shall adhere to all Federal, State and Local regulations and guidelines for the use of Unmanned Aircraft Systems (UAS). This includes, but is not limited to, US 14 CFR Part 107 *Small UAS Rule*, NC GS 15A-300.2 *Regulation of launch and recovery sites*, NC GS 63-95 *Training required for the operation of unmanned aircraft systems*, NC GS 63-96 *Permit required for commercial operation of unmanned aircraft system*, and NCDOT UAS Policy. The required operator certifications include possessing a current Federal Aviation Administration (FAA) Remote Pilot Certificate, a NC UAS Operator Permit, as well as operating a UAS registered with the FAA.

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

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

The use of UAS shall be at the Design-Build Team's discretion. Except as allowed otherwise below, no measurement or payment will be made for the use of UAS. In the event that the Department directs the Design-Build Team to utilize UAS, all costs associated with using UAS will be paid for as extra work, in accordance with Subarticle 104-8(A) of the *Standard Specifications for Roads and Structures*.

**CONSTRUCTION EQUIPMENT EMISSIONS**

(1-3-22)

DB1 G94

**Reporting Requirements**

During construction, within 60 days after the end of each calendar year, the Design-Build Team shall submit to the Department a list of non-road diesel-powered construction equipment that was used for construction work for more than 40 hours during that calendar year. Such list shall be submitted each year through the final acceptance of the project. The list shall be submitted on a form supplied by the Department and shall include the following information for each applicable piece of non-road construction equipment:

- Equipment type and manufacturer
- Engine manufacturer and model
- Engine model number
- Engine family name and model year
- Engine horsepower or kilowatts
- Engine serial number
- Engine EPA Tier number

The submittal shall include the Tier (0, 1, 2, 3 or 4) Non-road Exhaust Emission Standard that the equipment's engine currently satisfies in accordance with EPA current standards. In accordance with the requirements above, the Design-Build Team shall update and submit this list annually.

Failure to provide the equipment list by the timeframe provided above may result in the Department withholding money from the Design-Build Team due for work performed by that entity in the next partial payment until the necessary assurances are made consistent with this project special provision.

**Minimum Tier Requirements**

A minimum of fifty percent (50.0%) of the reported construction equipment used on the project must meet Tier 4 or Tier 4i requirements.

**Incentive**

The Department will pay a Fifty Thousand and 0/100 Dollars (\$50,000.00) incentive to the Design-Build Team if, at the conclusion of the project, each calendar year's report reflects that both items below were accomplished:

- (1) More than seventy-five percent (75.0%) of the total number of pieces of applicable construction equipment used on the project met Tier 4 Final requirements, and
- (2) Less than twenty-five percent (25.0%) of the total number of pieces of applicable construction equipment used on the project was categorized as Tier 0 or 1.

**Exclusions**

A piece of applicable construction equipment operated by DBE firms (federally funded projects) or MBE/WBE firms (state funded projects) may be excluded from the Reporting Requirements and Minimum Tier Requirements Sections of this project special provision, provided the applicable piece of equipment meets at least the Tier 1 requirements. However, to be eligible for the incentive, the Design-Build Team must include all of these firms' applicable construction equipment in the percentage calculations provided in the Incentive Section of this project special provision.

Regardless of Tier level, cranes shall be subject to the Reporting Requirements Section of this project special provision. However, any crane may be excluded from the calculations provided under the Minimum Tier Requirements and Incentive Sections of this project special provision, provided that crane meets Tier 1 or higher requirements.

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

(8-18-22)

108-5

DB1 G100

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

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

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

**SUBSURFACE INFORMATION**

(10-2-20)

DB1 G112C

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

**COOPERATION BETWEEN CONTRACTORS**

(9-1-11) (Rev. 9-7-17)

DB1 G133

The Design-Build Team's attention is directed to Article 105-7 of the 2018 *Standard Specifications for Roads and Structures*.

- Project R-2829B is located north of and adjacent to Project R-2829A. Project R-2829B is anticipated to be Let in August 2023.

- Project R-2828 is located south of and adjacent to Project R-2829A. Project R-2828 was Let November 2018 and has an anticipated November 2023 Final Completion date.
- Project I-5111/I-4739, I-40 widening from I-440/US 64 (Exit 301) to just north of SR 1525 (Cornwallis Road), including improvements to NC 42 and SR 1010 (Cleveland Road) was Let June 2018 and has an anticipated August 2024 Final Completion date.
- Project R-5777D, installation of broadband fiber on US 70 from I-40 (Exit 309) to the Morehead City Port, was Let March 2021 and has an anticipated January 2027 Final Completion date.

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.

The NCTA will advertise and select a contractor for Landscaping after the award of this contract and therefore no landscaping shall be included in the Design-Build Team's Price Proposal. This contract will encompass the entire corridor and construction will be performed concurrent with this Design-Build contract. The landscape contract, and the availability of landscape work areas will be structured to accommodate the Design-Build Team's construction sequence. The Design-Build Team shall coordinate with the Toll System Integrator in the planning, scheduling, design and construction of the elements that are collective to both entities. The Design-Build Team shall integrate the toll system integration schedules into the CPM Schedule and make work areas available, as needed, to successfully meet the contract substantial completion date and contract completion dates. Close coordination with the Toll System Integrator is essential.

The Design-Build Team for this project shall be required to meet and coordinate with the Toll Integration, Landscaping, and any other Contractors necessary to successfully plan, design, and construct the project.

Meetings shall be scheduled and attended by authorized representatives of this Design-Build Team and include personnel from the NCTA, Toll Integration Contractor, Landscaping Contractor, any other pertinent Contractors, and representatives from the NCDOT. At a minimum, there shall be a pre-construction meeting, meetings during the construction process, and a post-construction meeting. One final meeting shall be held to reach concurrence that all the construction and toll facility components have been installed properly and function to provide the ability to collect revenue from this freeway.

## **BID DOCUMENTATION**

(7-31-12) (Rev. 8-3-15)

DB1 G142

### **General**

The successful Design-Build Team shall submit the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation used to prepare the Price Proposal for this contract to the Department within ten days after receipt of notice of award of contract. Such

documentation shall be placed in escrow with a banking institution or other bonded document storage facility selected by the Department.

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

### **Terms**

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

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

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

### **Escrow Agreement Information**

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

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

The Proposer's failure to provide the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation within ten 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 NCTA may decide.

**Submittal of Bid Documentation**

- (A) Appointment - Email **specs@ncdot.gov** or call 919.707.6900 to schedule an appointment.
- (B) Delivery - A representative of the Bidder shall deliver the original, unaltered bid documentation or a certified copy of the original, unaltered bid documentation to the Department, in a container suitable for sealing, within ten days after the notice of award is received.
- (C) Packaging - The container shall be no larger than 15.5 inches in length by 12 inches wide by 11 inches high and shall be water resistant. The container shall be clearly marked on the face and the back of the container with the following information: Bid Documentation, Bidder's Name, Bidder's Address, Date of Escrow Submittal, Contract Number, TIP Number if applicable, and County.

**Affidavit**

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

**Verification**

Upon delivery of the bid documentation, the Department's Contract Officer and the Design-Build Team's representative will verify the accuracy and completeness of the bid documentation compared to the affidavit. Should a discrepancy exist, the Design-Build Team's representative shall immediately furnish the 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 Design-Build Team's representative, immediately place the complete bid documentation and affidavit in the container and seal it. Both parties will deliver the sealed container to the Escrow Agent for placement in a safety deposit box, vault, or other secure accommodation.

**Confidentiality of Bid Documentation**

The bid documentation and affidavit in escrow are, and will remain, the property of the Proposer. The Department has no interest in, or right to, the bid documentation and affidavit other than to verify the contents and legibility of the bid documentation unless the Design-Build Team gives written notice of intent to file a claim, files a written claim, files a written and verified claim, or initiates litigation against the Department or NCTA. 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 NCTA, 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 Prime Contractor receives the final estimate; or until such time as the Design-Build Team:

- (A) Gives written notice of intent to file a claim,
- (B) Files a written claim,
- (C) Files a written and verified claim,
- (D) Initiates litigation against the Department or NCTA 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 NCTA, or receipt of a letter from the Design-Build Team authorizing release, the Department or NCTA 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 or NCTA related to the contract, the Department will instruct the Escrow Agent to release the sealed container to the Prime Contractor.



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

## **Payment**

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

## **DISPUTE REVIEW BOARD (DRB)**

### **GENERAL**

#### **A. Definitions**

**Dispute** – A contractual issue that involves cost and/or time (either credits or additions) that remains unresolved following good faith negotiations between authorized representatives of the Design-Build Team and the North Carolina Turnpike Authority (NCTA).

**Dispute Review Board (DRB)** – three neutral individuals, selected as provided herein, who review Disputes and renders findings and recommendations based on the Contract.

#### **B. Formal DRB Review**

This provision provides for a formal DRB review process.

Any of the procedures for the formal DRB Review established by this provision may be altered or modified by mutual written agreement of the Design-Build Team and the NCTA to better suit the needs of a particular Dispute.

#### **C. Summary**

A DRB will be established to assist in the analysis of Disputes that arise between the Design-Build Team and the NCTA, to include, but not be limited to, Articles 104-4, 104-8(B) or 108-10 of the 2018 *Standard Specifications for Roads and Structures*.

It is not intended for the NCTA or the Design-Build Team to default on their normal responsibilities to cooperatively and fairly settle their differences by indiscriminately assigning them to the DRB. It is intended that the DRB encourage the NCTA and Design-Build Team to resolve potential disputes without resorting to this alternative resolution procedure.

Utilization of the DRB does not relieve the Design-Build Team or NCTA from complying with all Contract terms and conditions, and does not waive any notice or timeliness requirements of

the *Standard Specifications for Roads and Structures*. However, if a Dispute is referred to the DRB, the claim submittal and review time frames may be superseded by time frames established by the DRB, and agreed to in writing by both the Design-Build Team and the NCTA.

Either the Design-Build Team or the NCTA may refer a Dispute to the DRB. Such referral should be initiated as soon as it appears that the normal NCTA-Design-Build Team dispute resolution effort is not succeeding. However, prior to referring a Dispute to the DRB, the NCTA and Design-Build Team must agree on the central or core issue to bring before the DRB.

Promptly thereafter, the DRB will impartially consider the Dispute(s) referred to it. The DRB will provide non-binding written findings and recommendations to the Design-Build Team and the NCTA.

Although the findings and recommendations of the DRB should carry great weight for both the Design-Build Team and the NCTA, they are not binding on either the Design-Build Team or the NCTA.

The Dispute Review Board is a condition of this Contract. The NCTA and the Design-Build Team agree that the submission of any unresolved dispute or claim to the DRB is a condition precedent to the Design-Build Team submitting a final claim.

#### **D. Scope**

This provision describes the purpose, procedure, function, and features of the DRB. A Three-Party Agreement among the NCTA, Design-Build Team, and the selected DRB members will formalize creation of the DRB and establish the scope of its services and the rights and responsibilities of the Design-Build Team and the NCTA.

#### **E. Purpose**

The purpose of the DRB is to provide an independent and impartial review of the Dispute and provide non-binding written findings and recommendations, in accordance with the Contract, applicable contract law, industry practices, and the facts presented.

It is not the purpose, or responsibility, of the DRB to resolve the Dispute. That responsibility remains with the Design-Build Team and the NCTA. However, it is anticipated that the DRB review will assist the Design-Build Team and the NCTA in resolving the Dispute.

Creation of the DRB is not intended as a substitute for NCTA or Design-Build Team responsibility to make a good-faith effort to settle the Dispute. Indiscriminate referral of disputes to the DRB without prior attempts by the Design-Build Team and the NCTA to resolve them shall be avoided. The Design-Build Team or NCTA shall exhaust resolution through normal processes and an agreed upon escalation process prior to escalating an issue to the DRB.

#### **F. Continuance of Work**

Both the Design-Build Team and the NCTA shall proceed diligently with the work and comply with all applicable Contract provisions while the DRB considers a Dispute.

**G. Tenure of DRB**

The DRB will be deemed established after the NCTA, the Design-Build Team and the DRB execute the Three-Party Agreement.

The DRB will be dissolved as of the end of the contract unless earlier terminated or dissolved by mutual agreement of the Design-Build Team and the NCTA. If mutually agreed upon by the Design-Build Team and the NCTA, the DRB may be dissolved on the date of final payment to the Design-Build Team.

**MEMBERSHIP****General**

The DRB will consist of three members selected as provided below.

**A. Criteria**Experience

1. It is desirable that all DRB members be experienced with the construction process including design, construction, contract administration, contract law, and resolution of construction disputes.
2. It is not necessary that the DRB members be intimately familiar with the specific type of construction involved in the Dispute. The DRB may consult technical experts if the need arises under provisions provided for elsewhere in this Special Provision

Neutrality

1. It is imperative that the DRB members be neutral, act impartially, and be free of any conflict of interest.
2. For purposes of this subparagraph, the term “member” also includes the member’s current primary or full-time employer, and “involved” means having a contractual relationship with either the Design-Build Team or the NCTA, such as a subcontractor, architect, engineer, or construction manager.
3. Prohibitions; disqualifying relationships for prospective members:
  - (a) An ownership interest in any entity involved in the Project or Contract, or a financial interest in the Contract, except for payment for services on this Dispute Review Board;
  - (b) Previous employment by, or financial ties to, any party involved in the Contract within a period of eighteen (18) months prior to award of the Contract, except for fee-based consulting services on other projects;

- (c) A close professional or personal relationship with any key member of any entity involved in the Contract which, in the judgment of either the Design-Build Team or the NCTA, could suggest partiality; or
  - (d) Prior involvement in the project of a nature that could compromise the prospective member's ability to participate impartially in the DRB's activities.
- 4. Prohibitions; disqualifying relationships for members:
  - (a) Employment, including fee-based consulting services, by any entity involved in the construction contract except with the express approval of both the Design-Build Team and the NCTA;
  - (b) Discussion concerning, or the making of, an agreement with any entity involved in the Contract regarding employment after the Contract is completed.
- 5. Any of the provisions of 1 through 4 above may be waived by mutual written agreement of the Design-Build Team and the NCTA.

#### **B. Disclosure Statement**

As a part of the selection process, all prospective DRB members will be required to submit complete disclosure statements for the approval of both the Design-Build Team and the NCTA. Each statement shall include a resume of experience, together with a declaration describing all past, present, and anticipated or planned future relationships, including indirect relationships through the prospective member's primary or full-time employer, to this project and with the Design-Build Team or the NCTA, or others involved in the Contract, including subcontractors, suppliers, design professionals, and consultants. Disclosure of close professional or personal relationships with all key members of the Design-Build Team or the NCTA or other parties involved in the construction Contract shall be included.

#### **C. Selection Process**

Within 30 calendar days of the Unlimited Notice to Proceed, or as otherwise mutually agreed upon by the Design-Build Team and NCTA, the Design-Build Team and the NCTA will jointly select the DRB using the following procedure:

- 1. To form a DRB, the NCTA will provide to the Design-Build Team a copy of the resume and references of the person proposed for the DRB. Likewise, the Design-Build Team will provide NCTA the resume and references for their proposed DRB Member. The Design-Build Team and the NCTA will confirm the availability, neutrality, experience, and expertise of the nominees. Both the NCTA and Design-Build Team will have the ability to reject the others nominee. The parties shall continue to exchange nominee information until each party has selected a nominee that is acceptable to the other party. The NCTA shall be responsible for notifying the nominees of their selection.

2. Once the two mutually agreeable nominees have confirmed their participation within the DRB, they shall be responsible for selecting a third DRB member, who shall become the DRB Chairperson.
3. Should the need arise to select a replacement DRB member; the replacement member shall be selected in the same manner that the member to be replaced was selected.

#### **D. Three-Party Agreement**

The DRB members and the authorized representatives of the Design-Build Team and the NCTA shall execute the Dispute Review Board Three-Party Agreement within 2 weeks after the selections are made.

### **OPERATION**

#### **A. General**

The DRB will operate in accordance with this provision. The DRB may initiate, with the concurrence of the NCTA and Design-Build Team, new procedures or modifications to existing procedures as it deems appropriate.

#### **B. Contract Documents, Reports and Information**

The NCTA will provide a set of the contract documents to each DRB member.

The DRB members will be kept informed of construction activity and other developments by means of timely transmittal of relevant information requested by the DRB and prepared by the Design-Build Team and the NCTA in the normal course of construction, including, but not limited to, periodic reports and minutes of progress meetings. At any time, the DRB may request copies of documents that are normally generated by the Design-Build Team or the NCTA during the course of business throughout the Project. Only during the resolution of a specific dispute may the DRB request reports, documents or other information that is not normally generated during the course of business, and this information shall be limited to that which is specific to this dispute.

#### **C. Periodic Meetings and Visits**

Meetings or site visits may be needed as mutually agreed among the NCTA, the Design-Build Team, and the DRB.

Site visits should cover all active segments of the work. Representatives of both the Design-Build Team and the NCTA shall accompany the DRB during project meetings or site visits.

The DRB shall be provided “issue logs” and “Supplemental Agreement/Change Order Logs” throughout the life of the contract.

## **REVIEW OF DISPUTES**

### **A. General**

The Design-Build Team and the NCTA will cooperate to ensure that the DRB considers Disputes promptly, taking into consideration the particular circumstances and the time required to prepare appropriate documentation.

Procedures and time periods may be modified by mutual agreement.

### **B. Prerequisites to Review**

A Dispute is subject to referral to the DRB when either the Design-Build Team or the NCTA believes that bilateral negotiations have reached an impasse. However, the NCTA and Design-Build Team must agree on the central or core issue to bring before the DRB prior to referring a dispute to the DRB.

### **C. Requesting Review**

Either the Design-Build Team or the NCTA may refer a dispute to the DRB. Requests for DRB review shall be submitted in writing to the Chairperson of the DRB. The Request for Review shall state clearly and in full detail the specific core issue of the Dispute to be considered by the DRB. A copy of the request shall be simultaneously provided to the other party.

After conferring with both the Design-Build Team and the NCTA, the DRB Chairperson will establish a submittal/presentation schedule. Unless the Design-Build Team and the NCTA both agree otherwise, the presentation shall be scheduled no sooner than 30 days after receipt of the Request for Review and no sooner than 14 days after receipt of the rebuttal information.

Concise written position statements shall be prepared by both the Design-Build Team and the NCTA, with page number references to any supporting documentation, and submitted to each DRB member and simultaneously to the other party.

Any rebuttal information to the position statements shall be submitted to each DRB member and simultaneously to the other party.

### **D. Presentation**

Unless otherwise agreed by the DRB, the Design-Build Team and the NCTA, the presentation will be conducted at the NCTA office. However, any location that would be more convenient and still provide all required facilities and access to necessary documentation is satisfactory. Private deliberations of the DRB may be held at any convenient location.

The Design-Build Team and the NCTA shall have representatives in attendance at all presentations. The party that brought the dispute before the DRB will make its presentation first. A full presentation of the dispute shall be allowed without interruption, except from the DRB. Once all information is presented the other party may provide a rebuttal, at which time each party will be allowed successive rebuttals until all aspects of the dispute are fully covered. The

DRB members, the Design-Build Team and the NCTA may ask questions, request clarification, or ask for additional data. In difficult or complex cases, additional presentations may be necessary in order to facilitate full consideration and understanding of all the evidence presented by both the Design-Build Team and the NCTA. Both the Design-Build Team and the NCTA shall be provided adequate opportunity to present their evidence, documentation, and statement regarding all issues before the DRB. No documents, materials, reports, analysis or other information of any type shall be referenced in the presentations or considered by the DRB in its review unless the same was previously provided to the other party as supporting documentation for the position statement.

Unless otherwise agreed by the Design-Build Team and the NCTA, presentations will relate to issues of entitlement only. Contract time extensions and compensation will be resolved between NCTA and the Design-Build Team, in accordance with the provisions of the 2018 *Standard Specifications for Roads and Structures* as amended by the Standard Special Provision entitled *Division One* contained elsewhere in this RFP.

Normally, a formal transcript of the presentations will not be prepared. When requested by either the Design-Build Team or the NCTA, the DRB may allow recordation and transcription with the cost to be allocated to the party requesting such documentation. Such transcript, when prepared, shall not constitute the official record of the DRB Review. The record prepared by the DRB shall be the official record of the DRB Review. The DRB may provide for audio or video recordings of the presentations for the use of the DRB only.

The Design-Build Team and the NCTA shall not have their attorneys in attendance at the presentations to counsel and/or advise them.

If either the Design-Build Team or the NCTA fails to appear before the DRB on the date scheduled for the presentations, without justifiable cause, the dispute will continue under the applicable provisions of the 2018 *NCDOT Standard Specifications for Roads and Structures* and this Contract.

#### **E. Deliberations**

After the presentation is concluded, the DRB will confer to formulate its findings and recommendations. All DRB deliberations shall be conducted in private, with all individual views kept confidential.

If the DRB desires technical assistance, the DRB will make a request in writing to both parties (Design-Build Team and NCTA) briefly defining the scope and estimated budget for the services. Direct attorney advisement or assistance is prohibited. If mutually agreeable, the Design-Build Team and NCTA will execute an agreement with a service provider. The Design-Build Team and NCTA will equally share the costs for the service provider. In the typical situation the special services provider will respond to questions from the DRB in private consultation between the provider and the DRB and no permanent record of the questions or responses will be required by the Design-Build Team or the NCTA. However, if mutually agreeable, these typical operating procedures may be modified. In arriving at its findings and

recommendations, the DRB will not be bound by any information provided by the special service provider.

#### **F. Findings and Recommendations**

It is not the responsibility of the DRB to resolve the Dispute, only to make a recommendation based upon the contract documents and information supplied and presented before them. It shall remain the responsibility of the Design-Build Team and the NCTA to resolve all Disputes.

The findings and recommendations of the DRB will be provided in writing, by certified mail, return receipt requested, to both the Design-Build Team and the NCTA within 14 calendar days of the completion of the presentations or, when technical assistance is required, within 14 calendar days of receipt of technical assistance. The DRB should set forth, as clearly as possible, the logic and reasoning behind its findings and recommendations. The findings and recommendations will address entitlement only. In difficult or complex cases, and in consideration of the DRB member's schedule, this time may be extended by mutual agreement of the DRB, the Design-Build Team and the NCTA.

If the DRB is unable to reach unanimity in its findings and recommendations, the DRB will so advise the Design-Build Team and the NCTA in the report of the DRB. The DRB report shall consist of a majority opinion and, when the decision is not unanimous, a minority opinion.

#### **G. Acceptance or Rejection**

Within 30 calendar days of the date of the DRB's findings and recommendations, or such other time specified by the DRB, both the Design-Build Team and the NCTA shall provide, by certified mail return receipt requested, written notice to the other and to the DRB of acceptance or rejection of the DRB findings and recommendations.

If, with the aid of the DRB findings and recommendations, the Design-Build Team and the NCTA are able to resolve their Dispute, the NCTA will promptly process any required Contract changes.

If either the Design-Build Team or the NCTA rejects the findings and recommendations of the DRB, the Dispute will continue under the applicable provisions of the Contract.

#### **H. Clarification and Reconsideration**

Should the dispute remain unresolved because of a request for clarifications of the recommendation or new information or material becomes available which was not available at the time of the presentation, either the Design-Build Team or the NCTA may within the 7 calendar day period following the date of the DRB findings and recommendations, request in writing, by certified mail return receipt requested, that the DRB clarify or reconsider its findings and recommendations. This information shall be supplied simultaneously to the other party.

Should new information be made available, the other party shall have 7 days to review such information and respond appropriately. After that period, the DRB shall promptly notify the Design-Build Team and the NCTA of any changes to DRB findings and recommendations.



**I. Admissibility**

If the DRB's findings and recommendations do not resolve the Dispute, the Contract, the written findings and recommendations, including any minority report, and the qualifications of the DRB members will be admissible as evidence to the extent permitted by law in any subsequent dispute resolution proceeding or forum to establish (a) that a DRB considered the Dispute, (b) the qualifications of the DRB members, and (c) the DRB's findings and recommendations that resulted from the process.

**J. Legal Relations**

Each DRB member, in the performance of his or her duties on the DRB, is acting in the capacity of an independent agent and not as an employee of either the Design-Build Team or the NCTA.

Each DRB member is acting in a capacity intended to facilitate resolution of Disputes. Accordingly, the Design-Build Team and the NCTA agree that to the fullest extent permitted by law, each DRB member shall be accorded quasi-judicial immunity for any actions or decisions associated with the review and findings and recommendations of Disputes referred to the DRB. No DRB member may be called as a witness by either the Design-Build Team or the NCTA in subsequent proceedings on the dispute. The DRB shall, upon completion of their findings, turn all records of the DRB over to the NCTA for storage and preservation.

By execution of the Three-Party Agreement, the Design-Build Team and the NCTA agree not to pursue legal proceedings against a DRB member for activities related to or consequences resulting from their participation in the DRB.

**PAYMENT****A. Method of Measurement**

The Design-Build Team and the NCTA shall equally bear the costs and expenses of the DRB.

The DRB members should not engage in activities related to the project, for which compensation is expected, unless requested by either the NCTA or Design-Build Team.

Time spent at formalized meetings or reviewing the Dispute – Each DRB member will be compensated for actual time spent at the rate of \$250 per hour with a maximum of \$2,000 per day. This rate shall include all normal incidental expenses such as telephone, fax, postage, courier, printing, and computer services. The DRB activity must be preauthorized by both the Design-Build Team and the NCTA.

Travel Time to and from Preauthorized Meetings – Each DRB member will be compensated for actual travel time to and from DRB meetings at the rate of \$50 per hour with a maximum of \$200 each way.

Travel Expenses – Travel expenses will be reimbursed at standard NC state rates for transportation, lodging, and meals for each day, or portion thereof, that the DRB member is traveling to or from, or attending, an authorized DRB activity. Expense receipts are required.

The NCTA will provide, at no cost to the Design-Build Team, administrative services such as conference facilities, meeting rooms and copying services during DRB presentations.

The Three Party Agreement and this Special Provision contain all of the provisions for compensation and expenses of the DRB. All DRB members shall be compensated at the same daily and hourly rate.

Each DRB member may submit invoices for payment for work completed and qualified expenses no more often than once per month during the progress of work. Such invoices shall be in a format approved by the NCTA, and accompanied by a general description of activities performed during that period. The value of work accomplished for payment shall be established from the billing rate and hours expended by the DRB member together with qualified expenses incurred.

The cost records and accounts pertaining to this Agreement shall be kept available for inspection by representatives of the NCTA or Design-Build Team for 5 years after final payment.

No additional compensation for services associated with the DRB, beyond that detailed above, will be provided to the DRB members.

## **B. Basis of Payment**

Payment for accepted work will be made as follows:

The Design-Build Team shall pay the invoices of all DRB members after approval by both the Design-Build Team and the NCTA. The Design-Build Team shall then bill the NCTA for one-half of such invoices, which shall be processed in accordance with Article 104-7 of the *Standard Specifications*.

There shall be no markups applied to expenses connected with the DRB, either by the DRB members or by the Design-Build Team. Regardless of the DRB recommendation, neither the NCTA nor the Design-Build Team shall be entitled to reimbursement of DRB costs from the other party.

If the DRB desires special technical services, both the Design-Build Team and the NCTA must agree to provide the special services following the procedures included in the Dispute Review Board, Review of Disputes, Deliberations section, contained elsewhere in this provision. If such services are approved and rendered, payment will be made under these provisions in accordance with the Dispute Review Board, Review of Disputes, Deliberations section, contained elsewhere in this provision.

These special provisions and the Three Party Agreement contain all of the provisions for compensation and expenses of the DRB. All DRB members shall be compensated at the same daily and hourly rate.

### **THREE-YEAR GUARANTEE**

#### **GENERAL**

The performance of remedial work in conjunction with this provision and guarantee is not an obligation of the Design-Build Team's bond required by G.S. 44A-33.

The Three-Year Guarantee applies to all Work on the project with the exception of vegetation establishment. Pavement and bridge characteristics have readily available condition parameters and therefore specific deficiency thresholds are established within this provision; however, the absence of such thresholds for other Work elements (e.g. slopes, signs) in this provision does not relieve the Design-Build Team of the Three-Year Guarantee for any and all Work elements on the project.

#### **Definitions:**

**Work** - The furnishing of all labor, materials, equipment, and incidentals necessary or convenient to the successful completion of the project, or any part, portion, or phase thereof, and the carrying out of all duties and obligations imposed by the contract.

**Warranty Initiation Date** - The date that constitutes the start date for the warranty term and coincides with the Substantial Completion as determined by NCTA.

**Warranty Bond** - A bond issued by a surety which guarantees that the warranty requirements, including any observation periods extending beyond the Substantial Completion Date will be satisfied.

**Breach of Warranty** – A failure to perform Corrective Work or Immediate Corrective Work in accordance with the provisions contained herein.

**Dispute Review Board** - The team responsible for resolving disputes between the NCTA and the Design-Build Team regarding any claim of noncompliance with the warranty requirements, as detailed elsewhere within the Contract Documents.

**Corrective Work** - Work redone, repaired, corrected or replaced pursuant to the terms of this Warranty Provision. This term is used throughout this provision to collectively mean both Corrective Work and Immediate Corrective Work.

**Immediate Corrective Work** - Work redone, repaired, corrected or replaced that shall be undertaken immediately as it poses an imminent danger to the users of the facilities constructed under this project. If the NCTA determines that Immediate Corrective Work is necessary for public safety, the NCTA or its agent may perform emergency repairs. Prior to such emergency repairs, the NCTA will document the basis for the emergency action and will preserve evidence of the defective condition.

#### **Project Warranty Term**

Excluding water and sewer work, the Warranty Term for each element of the Project shall commence upon Substantial Completion, as determined by NCTA, and shall remain in effect for three years (unless otherwise extended by the Design-Build Team in their Technical Proposal) thereafter subject to extension under the “Warranty Bond” section of this provision and

notwithstanding any warranty term for specific Project elements that may be longer than the warranty term set forth herein. The Warranty Term for water and sewer work shall commence once all water and sewer work performed for that owner is accepted and shall remain in effect for three years thereafter subject to extension under the “Warranty Bond” section of this provision and notwithstanding any warranty term for specific Project elements that may be longer than the warranty term set forth herein.

These warranties are binding on the Design-Build Team’s successors, transferees, heirs, and assigns. If NCTA determines that any of the Work has not met the standards set forth in this Provision at any time within the Warranty Term, then the Design-Build Team shall correct such Work as specified below, even if the performance of such Corrective Work extends beyond the stated Warranty Term.

The Design-Build Team shall be responsible for any and all remediation activities at any on-site stream mitigation site for a period of twelve months following NCTA's final acceptance of the stream mitigation site at no additional cost to the NCTA.

### **Warranty Bond**

The Design-Build Team shall furnish a single term warranty bond from a firm licensed to do business in the State of North Carolina, in an amount of five percent of the total amount bid for the entire project, as a prerequisite of determination of Substantial Completion. This bond will be applicable to the Project Warranty and any specific Project elements that may be set forth elsewhere in this Contract. The warranty bond will be released at the end of the warranty period to include any extension as provided in the “Warranty of Corrective Work” section below. Should such extensions occur on specific project elements, there may be the opportunity to lower the bond amount for such extension to cover the warranty of the Corrective Work. The NCTA will supply the Warranty Bond form upon request.

### **Initial Project Acceptance**

The NCTA and the Design-Build Team shall jointly review all completed Work, or a portion thereof, as determined by the NCTA. If the work does not meet contract requirements, the Design-Build Team shall make all necessary corrections, at their expense, prior to initial acceptance. Initial acceptance will occur as soon as the NCTA confirms in writing, that contract requirements have been met and the Design-Build Team has reached Substantial Completion as defined in the Project Special Provision *Substantial Completion*. The date on which Substantial Completion occurs shall coincide with the Warranty Initiation Date. Once final acceptance of the Project or portions thereof is attained as defined by the NCTA, routine maintenance of such becomes the responsibility of the NCTA, excluding any items requiring Warranty Corrective Work as detailed within this Provision.

The date of Substantial Completion/Warranty Initiation Date will be documented and executed jointly by the NCTA and the Design-Build Team with a copy of such being sent to the Design-Build Team’s warranty bond surety agent.

The NCTA may accept the work and begin the warranty period, excluding any area needing Corrective Work, to accommodate seasonal limitations or staged construction.

Neither the initial acceptance nor any prior inspection, acceptance or approval by the NCTA diminishes the Design-Build Team's responsibility under this warranty. Acceptance of material, in penalty, under the NCTA's quality assurance program will not relieve the Design-Build Team from meeting the material and workmanship warranty requirements for the accepted material.

### **Annual Review Process**

The NCTA shall employ a private engineering firm to perform an annual review of the pavement and bridge components condition parameters warranted by this Provision. The private engineering firm will perform the appropriate testing, inspections and develop a report with all evaluation data and digital photographic status of the warranted condition parameters. This report will be dated and certified by a Professional Engineer registered in North Carolina. The report will be submitted directly to the NCTA with copies submitted to the Design-Build Team.

### **Final Warranty Acceptance**

The NCTA and the Design-Build Team shall jointly conduct an inspection of the Project prior to expiration of the warranty term and shall produce a punch list of those items which require Corrective Work prior to fulfillment of the warranty obligation. If requirements of this Provision are not met, the Design-Build Team shall make all necessary corrections, at their expense, prior to expiration of the warranty term.

The date upon which the warranty terminates, including any extension as included in the "Warranty of Corrective Work" section will be documented and executed jointly by the NCTA and the Design-Build Team with a copy of such being sent to the Design-Build Team's warranty bond surety agent.

### **Corrective Work**

Within seven calendar days of the Design-Build Team's receipt of NCTA's notice specifying a failure of any Work to satisfy Design-Build Team's Warranties, or any Subcontractor representation, warranty, guarantee or obligation for which the Design-Build Team is responsible to enforce, the Design-Build Team and NCTA shall mutually agree when and how the Design-Build Team shall remedy such violation. However, in the case that Immediate Corrective Work is required, as indicated by NCTA in its notice, the Design-Build Team and NCTA shall agree on a remedy immediately upon notice by NCTA of such need for immediate work. No Corrective Work shall occur without NCTA knowledge of such activities or operations.

The NCTA may elect to have the Corrective Work postponed within the warranty term to minimize traffic disruption provided such Corrective Work poses no safety issues to motorists.

If the Design-Build Team does not use its best efforts to proceed to effectuate such remedy within the agreed time, or if the Design-Build Team and NCTA fail to reach such an agreement

within such seven calendar day period (or immediately, in the case of Immediate Corrective Work), then NCTA, after notice to the Design-Build Team, shall have the right to perform or have performed by third parties the necessary remedy, and all costs thereof shall be borne by the Design-Build Team.

Requirements originally developed and detailed in the Contract shall apply throughout the warranty term and to all Corrective Work, including lane closure time restrictions and associated liquidated damages. The Design-Build Team shall be responsible for payment, to NCTA, of any liquidated damages incurred during the warranty term resulting from lane closures within the restricted times as detailed in the Contract. If lane closures are required during restricted times to perform Immediate Corrective Work, then the associated liquidated damages shall apply.

The Design-Build Team shall be responsible for obtaining any required permits, approvals or other consents in connection with the Corrective Work.

### **Warranty of Corrective Work**

The Warranties as to each redone, repaired, corrected or replaced element of the Work shall extend beyond the original warranty period, if necessary, to provide at least a one-year warranty period following acceptance of such Corrective Work thereof by NCTA and acceptance thereof by the appropriate owner.

### **Subcontractor Warranties**

#### **Assignment**

Without in any way derogating the Design-Build Team's own representations and warranties and other obligations with respect to all of the Work, the Design-Build Team shall obtain from all Subcontractors and cause to be extended to NCTA, appropriate representations, warranties, guarantees and obligations with respect to the design, materials, workmanship, equipment, tools and supplies furnished by such subcontractor. All representations, warranties, guarantees and obligations of subcontractors shall be written so as to survive all NCTA and Design-Build Team inspections, tests and approvals, and shall run directly to and be enforceable by the Design-Build Team and/or NCTA, including their respective successors and assigns. The Design-Build Team hereby assigns to NCTA all of the Design-Build Team's rights and interest in all extended warranties for periods exceeding the applicable three year Warranty Term (including extensions thereof under the section "Warranty of Corrective Work" included in this provision.), which are received by the Design-Build Team from any of its subcontractors, suppliers or manufacturers.

#### **Enforcement**

Upon receipt from NCTA of notice of a failure, to perform Corrective Work needed to satisfy any subcontractor, supplier or manufacturer warranty, representation, guarantee, or obligation, the Design-Build Team shall enforce or perform any such representation, warranty, guarantee or obligation, in addition to Design-Build Team's other obligations hereunder. NCTA's rights under this section, shall commence at the time such representation, warranty, guarantee or

obligation is furnished or at the Substantial Completion, whichever is earlier, and shall continue until the expiration of Design-Build Team's relevant warranty term (including extensions thereof under the section "Warranty of Corrective Work" included in this provision). Until such expiration, the Design-Build Team shall be responsible for the cost of any equipment, material, labor (including re-engineering) or shipping, and the Design-Build Team shall be required to replace or repair defective equipment, material or workmanship furnished by any subcontractor, supplier or manufacturer.

### **No Limitation of Liability**

The foregoing warranties are in addition to all rights and remedies available under the Contract or applicable law, and shall not limit the Design-Build Team's liability or responsibility imposed by the Contract or applicable law with respect to the Work, including liability for design defects, latent construction defects, strict liability, negligence or fraud.

### **Warranty Beneficiaries**

In addition to benefiting NCTA and its successors and assigns, the Warranties and subcontractor warranties provided under the "Initial Project Acceptance" section included in this provision, shall inure to the benefit of, and shall be directly enforceable by the NCTA and Utility Owners with respect to those portions of the Work owned or controlled by each such owner.

### **Remedies for Breach of Warranty**

It is the NCTA's intent to reserve the right to recover any and all actual damages, not subject to liquidated damages, resulting from any breach of an express or implied warranty or any defect in the Work.

### **Disputes**

Any disagreement between NCTA and the Design-Build Team relating to this warranty provision shall be subject to the Dispute Review Board provisions contained in the Contract and Article 104-8(B) of the *Standard Specifications for Roads and Structures* provided that Design-Build Team shall proceed as directed by NCTA pending resolution of the dispute.

Should disputed Corrective Work pose a safety issue to the motorist, the NCTA may (1) direct the Design-Build Team to perform the Corrective Work with costs being documented in accordance with Article 109-3 of the *Standard Specifications for Roads and Structures*; or (2) after notice to the Design-Build Team, the NCTA shall have the right to perform or have performed by third parties the necessary remedy, and all costs thereof shall be borne by responsible party upon resolution of the dispute.

**Rights and Responsibilities of the NCTA**

The NCTA:

- A. Reserves the right to approve the schedule proposed by the Design-Build Team to perform warranty work.
- B. Reserves the right to approve all materials and specifications used in warranty work.
- C. Reserves the right to determine if warranty work performed by the Design-Build Team meets the contract specifications.
- D. Reserves the right to perform, or have performed, routine maintenance during the warranty period, which routine maintenance will not diminish the Design-Build Team's responsibility under the warranty.
- E. Reserves the right, if the Design-Build Team is unable, to perform Immediate Corrective Work to the pavement to prevent an unsafe road condition as determined by the NCTA. The NCTA will attempt to notify the Design-Build Team that work is required to address an unsafe condition. However, should the Design-Build Team be unable to comply with this requirement, to the NCTA's satisfaction and within the time frame required by the NCTA, the NCTA will perform, or have performed any Immediate Corrective Work deemed necessary. Any such Immediate Corrective Work undertaken will not relieve the Design-Build Team from meeting the warranty requirements of this Provision. Any costs associated with the Immediate Corrective Work will be paid by the Design-Build Team if it is determined the cause was from defective materials and/or workmanship.
- F. Is responsible for notifying the Design-Build Team, in writing, of any Corrective Work required to meet the warranty requirements.
- G. Is responsible for the costs associated with CEI for the identification of the need for Corrective Work (or Immediate Corrective Work) and performance of Corrective Work (or Immediate Corrective Work).

**Rights and Responsibilities of the Design-Build Team.**

The Design-Build Team:

- A. Shall warrant to the NCTA that the warranted work will be free of defects in materials and workmanship. The warranty bond shall be submitted to the NCTA as a prerequisite of the NCTA determining the project Substantially Complete.
- B. Shall be responsible for performing all Corrective Work including, but not limited to, maintaining traffic and restoring all associated pavement features, at the Design-Build Team's expense. Liquidated Damages established in the Contract Documents will be in effect if the proposed traffic plan for Corrective Work requires lane closures during restricted times.



- C. Shall be responsible for performing all Corrective Work resulting from being in non-compliance with the warranty requirements, using NCTA approved materials and methods.
- D. Shall be responsible for performing Corrective Work upon NCTA specifying a failure of any Work to satisfy Design-Build Team's Warranties, unless otherwise directed.
- E. Shall notify the NCTA and submit a written course of action for performing the needed Corrective Work a minimum of seven calendar days prior to commencement of Corrective Work, except in the case of Immediate Corrective Work as detailed in this special provision. The submittal must propose a schedule for performing the Corrective Work and the materials and methods to be used.
- F. Shall submit a traffic control plan and have said plan approved by the NCTA prior to performing Corrective Work and shall adhere to that plan while performing the work.
- G. Shall complete all Corrective Work prior to conclusion of the warranty period, or as otherwise agreed to by the NCTA.
- H. Shall be liable during the warranty period in the same manner as Design-Build Teams are currently liable for their construction related activities with the NCTA pursuant to the NCDOT 2018 *Standard Specification for Roads and Structures* and the Standard Special Provisions, *Division One*, as included elsewhere in the RFP. This liability shall arise and continue only during the period when the Design-Build Team is performing Corrective Work. This liability is in addition to the Design-Build Team performing and/or paying for any required Corrective Work, and shall include liability for injuries and/or damages and any expenses resulting therefrom which are not attributable to normal wear and tear of traffic and weather, but are due to non-compliant materials, faulty workmanship, and to the operations of the Design-Build Team.

### **Non-Extension of Contract**

This Provision shall not be construed as extending or otherwise affecting the claim process and statute of limitation applicable to this Contract.

### **Measurement and Payment**

All costs associated with this warranty provision, regardless of when such costs are incurred throughout the warranty term of any extensions as provided in the "Warranty of Corrective Work" section included in this provision, shall be included in the lump sum price bid for the project. These costs include but are not limited to, all bonding, engineering, Corrective Work, traffic control, additional testing and inspections, materials, labor and equipment and incidentals necessary to complete and fulfill the requirements herein of this Contract.

The Design-Build Team shall reimburse NCTA for any expenses made necessary by any Corrective Work. Payment shall be provided within 10 Days after the Design-Build Team's receipt of invoice.

## **PROJECT WARRANTY**

Design-Build Team warrants that:

- A. the Work, as completed for the Project, meets all of the requirements of the Contract Documents;
- B. the Plans, details and/or drawings selected or prepared for use during construction are appropriate for their intended use;
- C. all Plans furnished pursuant to the Contract conform to all professional engineering principles generally accepted as standards of the industry in North Carolina;
- D. all Work is performed in accordance with the Released for Construction plans;
- E. all Work is in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances shown in the contract, unless otherwise documented in a mutually agreeable executed agreement between the NCTA and the Design-Build Team which details the acceptance of the Work in accordance with Article 105-3 of the *Standard Specifications* as amended by the Standard Special Provisions, *Division One*, included elsewhere in this RFP.

No price adjustment or payment made in connection with acceptance of materials or Work pursuant to the Contract or any agreement between the Design-Build Team and NCTA to accept Work, which is not in close conformity, shall in any manner, excuse, waive, impair or negate the warranties described herein or the Design Build Team's obligation or responsibility for such warranties.

This warranty provision shall in no way relieve the requirement for the initial Work to meet the requirements of the Contract Documents prior to final acceptance.

- F. all materials and equipment furnished under the Contract are of good quality and, when installed, are new;
- G. all materials, as installed, are suitable for their intended use with appropriate testing conducted to ensure the materials meets or exceeds requirements of the design as approved by the Engineer of Record, provided all requirements of the Contract are met.

## **MATERIALS & WORKMANSHIP PAVEMENT WARRANTY**

### **Description.**

The materials and workmanship pavement warranty shall consist of the warranty bond contained in the “Warranty Bond” section and the terms of this Provision. The warranty criteria presented herein contain information unique to each pavement type and appropriate fix.

### **Materials & Workmanship Warranty**

The Design-Build Team is responsible for correcting defects in the pavement caused by elements within the Design-Build Team’s control (i.e., the materials supplied and the workmanship), during the warranty term. Since the NCTA is responsible for the pavement design, the Design-Build Team assumes no responsibility for defects that are design related. If a defect is attributable to both, the materials and/or workmanship and the design, responsibility for correcting the defect shall be shared by the NCTA and the Design-Build Team; the Design-Build Team is responsible for the percentage of fault attributable to the materials and/or workmanship and the NCTA is responsible for the percentage of fault attributable to the design. However, if the Design-Build Team incorporates an approved ATC pavement design, then the Design-Build Team also assumes responsibility for any defects that are design related.

During the warranty period, the Design-Build Team will not be held responsible for pavement distresses that are caused by factors unrelated to materials and workmanship. These include, but are not limited to: chemical and fuel spills, vehicle fires, snow plowing, and quality assurance testing such as coring. Other factors considered to be beyond the control of the Design-Build Team which may contribute to pavement distress will be considered by the Engineer on a case-by-case basis upon receipt of a written request from the Design-Build Team.

### **Evaluation Method.**

Pavement evaluations shall be conducted by dividing the project into segments. Each individual Travel Lane will be divided into segments of 528 feet (1/10 mile) in length for measuring and quantifying the condition parameters.

**Travel Lane(s)** - The delineated pavement surface used by traffic. The Travel Lanes shall be the portion of the pavement considered warranted work. Each of the following is considered a separate Travel Lane:

1. Each individual mainline or -Y- line lane, for each direction of travel.
2. The sum of all ramps, loops, and the associated acceleration/deceleration lanes are considered a separate Travel Lane.
3. The sum of all auxiliary lanes, such as passing and turn lanes is considered a separate Travel Lane.

Approaches, driveways, shoulders and adjoining transition tapers between various types of pavement are not considered Travel Lanes or addressed under this Section; however, shall be warranted under the “Project Warranty” section, included in this provision.

The beginning point of the initial segment layout will be the Point of Beginning (POB) of the project or construction limits for -Y- lines. Segments will be laid out consecutively to the Point of Ending (POE) of the project. The original segmentation of the project will be used for all successive reviews throughout the warranty period.

### **Warranty Requirements.**

Corrective Work will be required when the threshold limit for any condition parameter, as detailed in the sections below, is exceeded as a result of a defect in materials and/or workmanship.

To determine whether the failure to meet the warranty requirements is a result of defects in materials and/or workmanship, a joint field investigation by the NCTA and the Design-Build Team will be conducted. The NCTA or Design-Build Team may elect to have a forensic investigation conducted. The decision to undertake a forensic investigation, the scope of it, and the selection of the party to conduct it will be agreed to by the NCTA and the Design-Build Team. The forensic investigation will be conducted by a qualified entity and at an AASHTO certified laboratory with the results being final and binding. If an agreement cannot be reached, a Dispute Review Board (DRB) may be convened in accordance with the Contract. The DRB will then decide the need for a forensic investigation, its scope and the party to conduct the investigation. All costs related to the forensic investigation will be shared proportionately between the Design-Build Team and the NCTA based on the determined cause of the pavement problem.

## **WARRANTY CRITERIA FOR NEW HOT MIX ASPHALT PAVEMENT**

### **Application.**

This section applies to all components of a multiple lift Hot Mix Asphalt (HMA) pavement structure placed on stabilized soil or aggregate base course. This section excludes any resurfacing, permeable base course, or partial width (less than 10 feet in width) widening of existing facilities; however, the section “Project Warranty” detailed above shall apply to such asphalt pavement.

### **Limits of Warranted Work**

The warranted work includes all components of a multiple lift hot mix asphalt pavement placed for Travel Lanes and shoulders within the project limits, including -Y- lines.

**Condition Parameters and Threshold Limit**

Condition parameters are used to measure the performance of the HMA pavement during the warranty term. Each condition parameter has a threshold limit applied at which time Corrective Work is required.

- A. Transverse Crack** - A crack, at least five feet in length that is oriented primarily in the transverse direction versus the longitudinal direction. That is, the angle between the overall crack line and the transverse line is less than 45 degrees. It can be either straight or irregular.
- B. Longitudinal Crack/Open Joint** - A crack or open joint, at least five feet in length that is oriented primarily in the longitudinal direction versus the transverse direction. That is, the angle between the overall crack line and the centerline is less than 45 degrees. It can exist anywhere in the Travel Lane; i.e., at the pavement centerline joint, wheel path, center of lane, or lane/shoulder joint.
- C. De-bonding** - A physical separation of two HMA layers. De-bonding will be visually identified as shoving, or the loss of the new surface course. Surface potholes, regardless of depth, will be classified as de-bonding.
- D. Raveling** - Surface disintegration, due to the loss of coarse or fine aggregate material, that occurs over an area or in a continuous longitudinal strip.
- E. Flushing** - The accumulation of excess asphalt binder on the pavement surface that creates a shiny, reflective condition and becomes tacky to the touch at high temperatures.
- F. Rutting** - A longitudinal surface depression in the wheel path. It may have associated transverse displacement or bulging.
- G. Alligator Cracking** - Parallel longitudinal cracks with transverse tears between them exhibiting a pattern similar to an alligator hide. An Alligator Crack typically starts in a wheel path and may extend to other lane locations.
- H. Block Cracking** - Transverse and longitudinal cracking that has progressed to a pattern that the pavement is broken into blocks of size less than 12" by 12". The shape of each block may be irregular.
- I. Popout** - A small piece of pavement, aggregate, or debris greater than 0.25 inch in diameter that has broken loose from the surface.
- J. Ride Quality/Pavement Smoothness** - Measurement of pavement roughness to establish appropriate ride comfort levels for the motorist on the facility.
- K. Skid Resistance** - the force developed when a tire that is prevented from rotating slides along the pavement surface as tested in accordance with ASTM E274-90.

## Warranty Criteria and Recommended Corrective Work

The table below lists the allowable threshold limit for each condition parameter at which time Corrective Work is required, unless otherwise directed.

The Corrective Work detailed is recommended to outline typical acceptable treatments for the various condition parameters. The NCTA will accept the listed Corrective Work if the work addresses the cause of the condition parameter. The Design-Build Team may use an alternative action subject to NCTA approval. The limits of the Corrective Work shall be approved by NCTA and may include areas that are immediately adjacent to the pavement defect; however, not currently demonstrating defects or the condition parameters detailed above. Any hot mix asphalt requiring removal/replacement to correct deficiencies, for any condition parameter, shall be replaced full-width across the lane.

<b>HOT MIX ASPHALT WARRANTY REQUIREMENTS</b>		
<b>CONDITION PARAMETER</b>	<b>THRESHOLD LIMIT PER SEGMENT <sup>(1)</sup> (Length = 528 feet Width = 12 feet)</b>	<b>RECOMMENDED CORRECTIVE WORK</b>
Transverse Cracking	Any transverse crack measuring $\geq 6$ feet	Cut and seal
Longitudinal Cracking/ Open Joint	Any longitudinal crack measuring $\geq 25$ feet	Cut and seal
Alligator Cracking <sup>7</sup> (Minor)	0 to 4% of segment area	Saw and patch or mill and Resurface affected courses
Alligator Cracking (Major)	$\geq 4\%$ of segment area	Mill and resurface affected courses to include subgrade or base repair
Block Cracking <sup>(7)</sup> (Minor)	0 to 4% of segment area	Saw and patch or mill and resurface affected courses
Block Cracking (Major)	$\geq 4\%$ of segment area	Mill and resurface affected courses to include subgrade or base repair
De-bonding <sup>(7)</sup> (Minor)	0 to 2% of segment area	Saw and patch or mill and resurface affected courses
De-bonding (Major)	$\geq 2\%$ of segment area	Mill and Resurface affected courses
Raveling	$\geq 8\%$ of segment area	Mill and Resurface affected courses
Flushing	$\geq 4\%$ of segment area	Mill and Resurface affected courses
Rutting <sup>(3)</sup>	25% of segment length having an avg. rut depth $\geq 3/8$ inch <sup>(2)</sup>	Mill and Resurface <sup>(6)</sup>
Popout	25 individual popouts in	Mill and Resurface affected

	segment	courses
Ride Quality (IRI)	$\geq 75^{(4)}$	Mill, overlay or replace to bring back to within threshold limit
Skid Resistance	$\geq 37^{(5)}$	Mill and Resurface <sup>(6)</sup> to bring back within threshold limit.
<p>(1) Warranty Corrective Work is required upon documentation of the threshold limit being met or exceeded</p> <p>(2) The rut depth threshold applies to each wheel path independently.</p> <p>(3) The pavement surface will be evaluated for the presence of rutting on each driving lane throughout the warranty period. Measurement will be made using a high-speed electronic profilometer. These measurements may be confirmed using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight.</p> <p>(4) The pavement surface will be evaluated for ride quality in each wheel path. IRI measurement will be an average of the left and right wheel paths.</p> <p>(5) Skid Number as measured with a locked wheel tester</p> <p>(6) Recommended action is dependent on the depth of the rut susceptible material.</p> <p>(7) All alligator cracking, block cracking and debonding are symptomatic of premature pavement failure and require Corrective Work.</p>		

## WARRANTY CRITERIA FOR NEW JOINTED PORTLAND CEMENT CONCRETE PAVEMENT

### Application

This section applies to all components within and the combination thereof to construct new jointed portland cement concrete pavement placed on hot mix asphalt or aggregate base course.

### Limits of Warranted Work

The warranted work includes all jointed Portland cement concrete pavement placed for Travel Lanes and shoulders within the project limits.

### Condition Parameters and Threshold Limit

Condition parameters are used to measure the performance of the concrete pavement during the warranty term. Each condition parameter has a threshold limit applied at which time Corrective Work is required.

**A. Crack** - A visible fissure or surface discontinuity that may or may not extend through the entire slab. Cracks may be singular or in multiple patterns. Crack types are:

1. **Transverse** - A crack, at least five feet in length that is oriented primarily in the transverse direction versus the longitudinal direction. That is, the angle between the

overall crack line and the transverse line is less than 45 degrees. It can be either straight or irregular.

2. **Longitudinal** - A crack, at least five feet in length that is oriented primarily in the longitudinal direction versus the transverse direction. That is, the angle between the overall crack line and the centerline is less than 45 degrees. It can exist anywhere in the Travel Lane or shoulder; i.e., at the pavement centerline joint, wheel path, center of lane, or lane/shoulder joint.
  3. **Corner** – A crack with orientation generally diagonal and located near a slab corner. It typically intersects both the transverse and longitudinal pavement joints.
  4. **Map** - Interconnecting, variable spaced cracks in a random orientation and pattern.
  5. **Shrinkage** - A small crack or cracks produced by the loss of contained water during the dehydration process.
- B. Spalling** - Broken or missing piece of concrete contiguous with the perimeter edge of a slab with a surface area exceeding two square inches.
- C. Joint Sealant Failure** - The loss of material integrity consisting of either adhesive failure (debonding), cohesive failure (material separation), or the complete loss of sealant material.
- D. Shattered Slab** - A pavement slab broken into four or more sections by full-depth cracks.
- E. Scaling** - The concrete surface has a visible, exposed, rough texture from a loss of either aggregate or mortar.
- F. Non-functioning Joint** – Joints or areas within 4 feet of the joint showing distresses including faulting, pumping, spalling, cracking, blowups, and mid-panel cracking or inadequate load transfer.
- G. Ride Quality/Pavement Smoothness** - Measurement of pavement roughness to establish appropriate ride comfort levels for the motorist on the facility.
- H. Skid Resistance** - The force developed when a tire that is prevented from rotating slides along the pavement surface as tested in accordance with ASTM E274-90.

### **Warranty Criteria and Recommended Corrective Work**

The table below lists the allowable threshold limit for each condition parameter at which time Corrective Work is required, unless otherwise directed.

The Corrective Work detailed is recommended to outline typical acceptable treatments for the various condition parameters. The NCTA will accept the listed Corrective Work if the work addresses the cause of the condition parameter. The Design-Build Team may use an alternative action subject to NCTA approval. The limits of the Corrective Work shall be approved by



NCTA and may include areas that are immediately adjacent to the pavement defect; however, not currently demonstrating defects or the condition parameters detailed above. Concrete Pavement requiring removal/replacement to correct deficiencies, for any condition parameter, may require the pavement to be replaced full-width across the lane and minimum length of 6 feet to ensure long term durability. NCTA will determine if such full width removal is necessary; however a patch greater than 4 feet in length is typically the maximum allowed prior to patching full width.

<b>PORTLAND CEMENT CONCRETE PAVEMENT WARRANTY REQUIREMENTS</b>		
<b>CONDITION PARAMETER</b>	<b>THRESHOLD LIMITS PER SEGMENT <sup>(1)</sup> (Length = 528 feet)</b>	<b>RECOMMENDED CORRECTIVE WORK <sup>(7)</sup> <sup>(13)</sup></b>
Transverse Cracking	Any transverse crack measuring $\geq$ 6 feet	Remove and replace slab <sup>(8)</sup> <sup>(9)</sup>
Longitudinal Cracking	Any longitudinal crack measuring $\geq$ 8 feet	Remove and replace slab <sup>(8)</sup> <sup>(9)</sup>
Corner Cracking	$\geq$ 3 corner cracks within segment	Repair with elastomeric conc. <sup>(10)</sup>
Map Cracking	$\geq$ 5% of segment area	Remove and replace slab <sup>(9)</sup>
Shrinkage Cracking	$\geq$ 5% of segment area	Remove and replace slab <sup>(8)</sup>
Spalling	$\geq$ 10% of a single 15 slab <sup>(2)</sup> and $\leq$ 5 slabs requiring repair <sup>(14)</sup>	Repair with elastomeric concrete <sup>(10)</sup>
Joint Sealant Failure	$\geq$ 10% joint length <sup>(3)</sup> and $\leq$ 4 slabs requiring repair	Remove and replace seal material <sup>(12)</sup>
Shattered Slab <sup>(4)</sup>	Any shattered slab shall be replaced	Full depth removal of slab and replacement
Scaling	$\geq$ 25% of the slab area $\leq$ 3 slabs within segment	Diamond grind surface <sup>(11)</sup> or remove and replace
Nonfunctioning Joint(s)	$\geq$ 3 Non-consecutive joints <sup>(15)</sup>	Remove pavement full depth a minimum 6 feet either side of joint and replace slab and joint
Ride Quality (IRI)	$\geq$ 70 <sup>(5)</sup>	Diamond grind <sup>(11)</sup> , or replace to bring back to within threshold limit
Skid Resistance	$\geq$ 37 <sup>(6)</sup>	Diamond Grind affected area <sup>(11)</sup>
<p>(1) Warranty Corrective Work is required upon documentation of the threshold limit being met or exceeded.</p> <p>(2) Can be non-contiguous. 10% value applies to total perimeter (four sides) of the slab.</p> <p>(3) Applies to all transverse and longitudinal joints on the perimeter of the slab. Noncontiguous lengths will be summed on a per slab basis.</p> <p>(4) Shattered slabs will not be an acceptable condition, and shall be removed and replaced as</p>		

- approved by the Engineer.
- (5) The pavement surface will be evaluated for ride quality in each wheel path. IRI measurement will be an average of the left and right wheel paths.
  - (6) Skid Number as measured with a locked wheel tester
  - (7) If multiple condition parameters are present, the recommended action may be revised. Removal and replacement is required if multiple crack types are present.
  - (8) The appropriate corrective treatment is dependent on the crack's location and depth.
  - (9) Dependent on cause.
  - (10) Repair dependent on area and depth of crack.
  - (11) Diamond grinding applies to entire slab surface area where corrective action is needed.
  - (12) Replace with existing material type. Neoprene seals shall be removed and replaced full-width.
  - (13) All Corrective Work shall be conducted in accordance with the most current procedures and material mixtures recommended by NCDOT Portland Cement Concrete Pavement Repair Manual, unless otherwise approved.
  - (14) Excessive spall repair throughout the segment may necessitate more substantial repairs to include full depth slab replacement.
  - (15) Evaluate all joints within defective segment with the MIT Scan. Repairs will be based upon dowel placement and functioning joints within segment.

## **WARRANTY CRITERIA FOR BRIDGE COMPONENTS**

### **Application**

This section applies to the Bridge Deck Surface, Bridge Deck Joints, Bearings, Approach Slab Transitions, and the individual components of such items used in the construction of the Project.

### **Limits of Warranted Work**

The warranted work includes all bridges constructed and/or widened as part of this Project.

### **Bridge Deck**

#### **Condition Parameters and Threshold Limit**

Condition parameters are used to measure the performance of the bridge components during the warranty term. Each condition parameter has a Threshold Limit applied at which time Corrective Work is required

- A. Spalling** - Broken or missing piece of concrete with a surface area exceeding two square inches.
- B. Scaling** - The concrete surface has a visible, exposed, rough texture from a loss of either aggregate or mortar.

- C. Crack** - A visible fissure or surface discontinuity that may or may not extend through the entire slab. Cracks may be singular or in multiple patterns. A map crack is defined as interconnecting, variable spaced cracks in a random orientation and pattern.
- D. Skid Resistance** - The force developed when a tire that is prevented from rotating slides along the pavement surface

### **Warranty Criteria and Recommended Corrective Work**

The table below lists the allowable threshold limit for each condition parameter at which time Corrective Work is required, unless otherwise directed.

The Corrective Work detailed is recommended to outline typical acceptable treatments for the various condition parameters. The NCTA will accept the listed Corrective Work if the work addresses the cause of the condition parameter. The Design-Build Team may use an alternative action subject to NCTA approval. The limits of the Corrective Work shall be approved by NCTA and may include areas that are immediately adjacent to the pavement defect; however, not currently demonstrating defects or the condition parameters detailed above.

Listed are the parameters when bridge components are considered defective within the warranty term.

<b>BRIDGE DECK WARRANTY REQUIREMENTS</b>		
<b>CONDITION PARAMETER</b>	<b>THRESHOLD LIMITS (PER INDIVIDUAL BRIDGE) <sup>(1)</sup></b>	<b>RECOMMENDED CORRECTIVE WORK <sup>(2)(3)</sup></b>
<b>Deck Scaling (Less than 1/4" deep but greater than 1/8" deep)</b>	$\geq 20\%$ of the individual bridge deck surface area	Grind all affected spans; saw cut transverse grooves; seal surface with an approved sealing agent
<b>Deck Scaling (Greater than 1/4" )</b>	$\geq 20\%$ of the individual bridge deck surface area	Mill or hydrodemolish a minimum of 1 inch deep or to sound concrete and patch with a latex modified concrete
<b>Spalling (Minor)</b>	Repair spalling $\leq 1/2''$ deep or $\leq 1$ square foot	Perform a Class II repair a minimum depth of $3/4''$ below the top mat of rebar and repair with concrete or a non-shrink grout as directed by the Engineer.
<b>Spalling (Major)</b>	Repair spalling $> 1/2''$ deep or $> 1$ square foot	Perform a Class II repair a minimum depth of $3/4''$ below the top mat of rebar and repair with concrete or a non-shrink grout as directed by the Engineer.
<b>Cracking (Map cracking)</b>	0% to 20% of deck surface	Seal surface with an approved sealing agent
<b>Cracking (Map cracking)</b>	Greater than 20% of deck	Mill or Hydro demolition a minimum 1" deep or to sound concrete; repair with latex modified concrete
<b>Skid Resistance</b>	<u><math>\geq 37</math></u>	Diamond grind or otherwise scarify the deck to bring back within threshold limit
<p>(1) Warranty Corrective Work is required upon documentation of the threshold limit being met or exceeded</p> <p>(2) Repairs are dependant upon size, depth and cause; therefore, all corrective work shall be approved by NCTA</p> <p>(3) If amount of deck repair exceeds 40% of deck surface area, then corrective work shall be performed to entire deck area, unless otherwise directed.</p>		

**Bridge Deck Joints**

Bridge Deck Joints shall include all components of the joint and joint system to include any protective armoring. Bridge deck joints will be considered defective if any of the following conditions are discovered within the warranty term and shall require Corrective Work.

- A. Water leakage through the joint;
- B. Separation of the seal from the steel or concrete substrate or side of slab;
- C. Failure of bridge deck joint;
- D. Sagging of elastomeric seal;
- E. Spalling or delamination of the deck concrete within two feet, either side of the joint.

Corrective Work Required – Defective bridge deck joints shall be restored to a “new condition”, meeting the original contract and design requirements, in a manner approved by the NCTA.

**Bridge Bearings**

Bearings shall be considered defective if any of the following conditions are discovered within the warranty term.

- A. There is evidence of failure of any of the components of the bearing assembly;
- B. The protective coating of the bearing cracks, checks or peels or rusting is present; or
- C. The bearing freezes or otherwise fails to allow the bridge to move as designed.

Corrective Work Required - Bearings shall be removed and either replaced or restored to “new condition,” meeting the original contract and design requirements, in a manner approved by the NCTA.

**Bridge Approach Transition**

Bridge Approach Transitions shall be defined as the transition from the roadway pavement onto the bridge approach slab, and shall include the bridge approach slab and adjacent roadway pavement. The Bridge Approach Transition shall be considered defective when the distance as measured with a 10 foot straightedge deviates from a planar surface by more than ½ inch.

Corrective Work Required- Diamond grind, overlay (for Hot Mix Asphalt Pavements), grout, or remove and replace the pavement and or the bridge approach slab, as approved by NCTA, to bring the bridge approach transition back to within the ½ inch tolerance.

**ENVIRONMENTALLY SENSITIVE AREAS**

(12-19-22)

**Description**

This project is located in an *Environmentally Sensitive Area*. This designation requires special procedures to be used for clearing and grubbing, temporary crossings, and grading operations within the Environmentally Sensitive Areas identified on the plans developed by the Design-

Build Teams and as designated by the Engineer. This also requires special procedures to be used for seeding and mulching and staged seeding within the project.

The Environmentally Sensitive Area for jurisdictional streams shall be defined as a 50-foot buffer zone on both sides of the stream or depression measured from top of streambank or center of depression for streams without defined top of bank. The Environmentally Sensitive Area for wetlands shall be defined as a 50-foot buffer extending outward from the edge of the delineated wetland boundary encompassing the wetland within the project limits.

### **Construction Methods**

#### **(A) Clearing and Grubbing**

In areas identified as Environmentally Sensitive Areas, the Design-Build Team may perform clearing operations after obtaining the environmental permits, but not grubbing operations until immediately prior to beginning grading operations as described in Article 200-1 of the 2018 NCDOT *Standard Specifications for Roads and Structures*. Only clearing operations (not grubbing) shall be allowed in this buffer zone until immediately prior to beginning grading operations. Erosion control devices shall be installed concurrently with or immediately following the clearing operation. All clearing and grubbing operations shall strictly comply with permitted impacts.

#### **(B) Grading**

Once grading operations begin in identified Environmentally Sensitive Areas, work shall progress in a continuous manner until complete. All construction within these areas shall progress in a continuous manner such that each phase is complete and areas are permanently stabilized prior to beginning of next phase. Failure on the part of the Design-Build Team to complete any phase of construction in a continuous manner in Environmentally Sensitive Areas will be just cause for the Engineer to direct the suspension of work in accordance with Article 108-7 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.

#### **(C) Temporary Stream Crossings**

Any crossing of streams within the limits of this project shall be accomplished in accordance with the requirements of Subarticle 107-12 of the 2018 NCDOT *Standard Specifications for Roads and Structures* and the requirements of the environmental permits.

#### **(D) Wetland Crossings**

Any crossing of wetlands shall comply with the requirements of the environmental permits. Allowable temporary access roads through wetlands shall be contained within appropriate erosion and sediment control devices and stabilized.

(E) Seeding and Mulching

Seeding and mulching shall be performed in accordance with Section 1660 of the 2018 NCDOT *Standard Specifications for Roads and Structures* and vegetative cover sufficient to restrain erosion shall be installed immediately following grade establishment.

Seeding and mulching shall be performed on the areas disturbed by construction immediately following final grade establishment. No appreciable time shall lapse into the contract time without stabilization of slopes, ditches and other areas within the Environmentally Sensitive Areas.

(F) Stage Seeding

The work covered by this section shall consist of the establishment of a vegetative cover on all cut and fill slopes within twenty-five (25) feet of the Environmentally Sensitive Area boundary as grading progresses. Seeding and mulching shall be done in stages on cut and fill slopes that are greater than 20 feet in height measured along the slope, or greater than 2 acres in area. Each stage shall not exceed the limits stated above.

**PERMANENT VEGETATION ESTABLISHMENT**

(6-11-15) (Rev. 8-30-17)

104

DB01 G160

Establish permanent vegetation stands of the Long Term Stabilization mixtures identified in the Erosion and Sedimentation Control Scope of Work found elsewhere in this RFP. During the period between initial vegetation planting and final project acceptance, perform all work necessary to establish 80% coverage of permanent vegetation within the project limits, as well as, in borrow and waste pits. This work shall include erosion control device maintenance and installation, repair seeding and mulching, supplemental seeding and mulching, mowing, and fertilizer topdressing, as directed. All work shall be performed in accordance with the *Erosion and Sedimentation Control Scope of Work* found elsewhere in this RFP and the applicable sections of the 2018 *Standard Specifications for Roads and Structures*.

Once the Engineer has determined that 80% coverage of permanent vegetation has been established, the Design-Build Team will be notified to remove the remaining erosion control devices that are no longer needed. The Design-Build Team shall be responsible for, and shall correct, any areas disturbed by operations performed in permanent vegetation establishment and the removal of temporary erosion control measures, whether occurring prior to or after placing traffic on the project.

**EROSION & SEDIMENT CONTROL/STORMWATER CERTIFICATION**

(1-16-07) (Rev. 10-26-20)

105-16, 225-2, 16

DB1 G180

**General**

Schedule and conduct construction activities in a manner that will minimize soil erosion and the resulting sedimentation and turbidity of surface waters. Comply with the requirements herein

regardless of whether or not a National Pollutant Discharge Elimination System (NPDES) permit for the work is required.

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

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

### **Roles and Responsibilities**

- (A) *Certified Erosion and Sediment Control/Stormwater Supervisor* - The Certified Supervisor shall be Level II and shall be responsible for ensuring the erosion and sediment control/stormwater plan is adequately implemented and maintained on the project and for conducting the quality control program. The Certified Supervisor shall be on the project within 24 hours notice from initial exposure of an erodible surface to the project's final acceptance. The Certified Supervisor shall perform the following duties:
  - (1) *Manage Operations* - Coordinate and schedule the work of subcontractors so that erosion and sediment control/stormwater measures are fully executed for each operation and in a timely manner over the duration of the contract.
    - (a) Oversee the work of subcontractors so that appropriate erosion and sediment control/stormwater preventive measures are conformed to at each stage of the work.
    - (b) Prepare the required National Pollutant Discharge Elimination System (NPDES) Inspection Record and submit to the Engineer.
    - (c) Attend all weekly or monthly construction meetings to discuss the findings of the NPDES inspection and other related issues.
    - (d) Implement the erosion and sediment control/stormwater site plans requested.



- (e) Provide any needed erosion and sediment control/stormwater practices for the Design-Build Team's temporary work not shown on the plans developed by the Design-Build Team, such as, but not limited to, work platforms, temporary construction, pumping operations, plant and storage yards, and cofferdams.
  - (f) Acquire applicable permits and comply with requirements for borrow pits, dewatering and any temporary work conducted by the Design-Build Team in jurisdictional areas.
  - (g) Conduct all erosion and sediment control/stormwater work in a timely and workmanlike manner.
  - (h) Fully perform and install erosion and sediment control/stormwater work prior to any suspension of the work.
  - (i) Coordinate with Department, Federal, State and Local Regulatory agencies on resolution of erosion and sediment control/stormwater issues due to the Design-Build Team's operations.
  - (j) Ensure that proper cleanup occurs from vehicle tracking on paved surfaces and/or any location where sediment leaves the right of way.
  - (k) Have available a set of erosion and sediment control/stormwater plans that are initialed and include the installation date of Best Management Practices. These practices shall include temporary and permanent groundcover and be properly updated to reflect necessary plan and field changes for use and review by Department personnel, as well as regulatory agencies.
- (2) Requirements set forth under the NPDES Permit - The Department's NPDES Stormwater Permit (NCS000250) outlines certain objectives and management measures pertaining to construction activities. The permit references *NCG010000, General Permit to Discharge Stormwater* under the NPDES, and states that the Department shall incorporate the applicable requirements into its delegated Erosion and Sediment Control Program for construction activities disturbing one or more acres of land. The Department further incorporates these requirements on all contracted bridge and culvert work at jurisdictional waters, regardless of size. Some of the requirements shall be, but are not limited to:
- (a) Control project site waste to prevent contamination of surface or ground waters of the state, e.g. from equipment operations/maintenance construction materials, concrete washout, chemicals, litter, fuels, lubricants, coolants, hydraulic fluids, any other petroleum products, and sanitary waste.
  - (b) Inspect erosion and sediment control/stormwater devices and stormwater discharge outfalls at least once every seven calendar days, and within 24 hours after a rainfall event equal to or greater than 1.0 inch that occurs within a 24-hour period. At the discretion of Division of Water Resources personnel, additional monitoring may be required if the receiving stream is 303(d) listed for turbidity and the project has had documented problems managing turbidity.

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

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

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

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

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

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

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

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

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

**Preconstruction Meeting**

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

**Ethical Responsibility**

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

**Revocation or Suspension of Certification**

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

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

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

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

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

NCTA Chief Engineer  
1578 Mail Service Center  
Raleigh, NC 27699-1578

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

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

### **Measurement and Payment**

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

### **TACK FOR MULCH FOR EROSION CONTROL**

(7-19-22)

SP

### **Description**

This work consists of supplying and installing an approved material for binding mulch for erosion control in accordance with Section 1060-5, Section 1615 and Section 1660 of the 2018 *Standard Specifications for Roads and Structures*. This special provision defines acceptable materials and rates for tacking material for holding mulch in place.

### **Materials**

#### **(a) Emulsified Asphalt**

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

#### **(b) Cellulose Hydromulch**

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

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

## (c) Other tackifiers

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

**Construction Methods**

Apply the Tack for Mulch for Erosion Control uniformly across straw mulch per Section 1615 and Section 1660 of the 2018 *Standard Specifications for Roads and Structures*.

**PROCEDURE FOR MONITORING BORROW PIT DISCHARGE**

(1-22-13) (Rev. 9-7-17)

DB1 G181

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

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

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

During the Environmental Assessment required by Article 230-4 of the 2018 *Standard Specifications for Roads and Structures*, the Design-Build Team shall define the point at which the discharge enters into the State's surface waters and the appropriate sampling locations. Sampling locations shall include points upstream and downstream from the point at which the discharge enters these waters. Upstream sampling location shall be located so that it is not influenced by backwater conditions and represents natural background conditions. Downstream sampling location shall be located at the point where complete mixing of the discharge and receiving water has occurred.

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

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

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

**[https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/  
TurbidityReductionOptionSheet.pdf](https://connect.ncdot.gov/resources/roadside/FieldOperationsDocuments/TurbidityReductionOptionSheet.pdf)**

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

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

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

### **CLEARING AND GRUBBING**

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

DB2 R01

The Design-Build Team shall perform all clearing and grubbing necessary for this project including, but not limited to, all clearing and grubbing for utility relocations. 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. In areas with Permanent Utility Easements, clearing shall extend to the Right of Way or easement limits, whichever is greater.

All clearing and grubbing debris stockpiled within the viewshed of residences shall be removed within 30 days.

In the event unauthorized clearing occurs including, but not limited to, clearing outside the right of way and/or easement or before legal access has been obtained, all costs associated with the unauthorized clearing shall be the responsibility of the Design-Build Team including, but not limited to, property and/or right of way damages.

The NCTA is committed to limiting environmental impacts of the project to the extent practicable. Upland forests, which provide habitat for terrestrial wildlife, are instrumental in protecting water and air quality and are one of the natural resources that the NCTA includes in this commitment. For these reasons NCTA is requiring the Design-Build Team to identify and subsequently protect existing upland forests from disturbance within the project right-of-way where feasible. Project safety, constructability and long term project maintenance are not to be compromised in order to implement this commitment.

### **Preliminary Clearing Meetings**

Schedule, coordinate with NCTA, and attend one meeting that may include representatives from the NCTA, FHWA, USEPA, NCDOT, and other agencies to review the recommended areas for upland tree preservation and discuss the methodology for determining these locations. Schedule, coordinate with NCTA, and attend one meeting that includes representatives from NCTA construction, NCTA environmental personnel, the Design-Build Team clearing subcontractor, the NCDOT Roadside Environmental Unit, and any other party associated with clearing activities to discuss the clearing limits, methodologies, and any needed erosion control device installation. The aforementioned meetings shall occur prior to beginning land clearing of any section of the project.

### **Upland Forests**

Design-Build Team shall:

- Identify in the designs the locations where upland trees will be preserved to include quadrants, the median (outside clear recovery zone) and any other locations within the right of way;
- Provide the approach and management plans for implementing the upland forest protection plan in the field with the various contractors and subcontractors;
- Implement the plan such that all project personnel are aware of these upland tree protective zones until the entire project is accepted; and
- Schedule, coordinate with NCTA, and attend additional meetings regarding upland forest preservation areas, if it is determined during construction that conditions have changed such that the upland forest preservation areas identified in the design must be modified.



**BURNING RESTRICTIONS**

(7-1-95)

DB2 R05

Open burning shall not be permitted on any portion of the right of way limits established for this project. The Design-Build Team shall not burn the clearing, grubbing or demolition debris designated for disposal and generated from the project at locations within the project limits, off the project limits or at any waste or borrow sites in Wake and Johnston Counties. The Design-Build Team shall dispose of the clearing, grubbing and demolition debris by means other than burning and in accordance with state and local rules and regulations.

**BUILDING AND APPURTENANCE REMOVAL/DEMOLITION**

(9-1-11) (Rev. 9-7-17)

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 or easement 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 2018 *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 NCTA Chief Engineer and 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**

(9-1-11) (Rev. 9-8-17)

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 1032-6, Section 1077 and any other applicable parts of the 2018 *Standard Specifications for Roads and Structures*.

The design of the reinforced concrete pipe shall be the Design-Build Team's responsibility and shall be 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" x 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 Project Special Provision shall be 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 = $120 \text{ lb/ft}^3$
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 2018 *Standard Specifications for Roads and Structures* and ASTM C 1417.

**(D) Manufacture**

In addition to the requirements of the 2018 *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.

**DRAINAGE PIPE**

(2-21-23)

DB3 R36

**Description**

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

- All pipe types shall be subject to the maximum and minimum fill height requirements as found on Roadway Standard Drawing No. 300.01 - Sheet 3 of 3, the NCDOT *Guidelines for Drainage Studies and Hydraulics Design* or the NCDOT *Pipe Material Selection Guide*. In case of conflicting design parameters in the resources noted above, the maximum and minimum fill heights shall adhere to the most conservative values. 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 Project Special Provision. These conditions include, but are not limited to, abrasion, environmental, soil resistivity and pH, high ground water and special loading conditions. The Design-Build Team shall determine if additional restrictions are necessary.
- Slope drains shall be Corrugated Aluminum Alloy Pipe, Aluminized Corrugated Steel Pipe, Corrugated Polyethylene Pipe (HDPE Pipe) or Polyvinyl-Chloride Pipe (PVC Pipe).

- Longitudinal and transverse median drains, storm drainage system pipes, including all pipes beneath shoulder berm gutter, 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.

**BRIDGE APPROACH FILLS - GEOTEXTILE**

(4-26-22)

DB4 R03

Place a single layer of Type 5 Geotextile one foot below the approach slab for the full width and length of the approach fill. Type 5 Geotextile shall meet the requirements of Section 1056 of the 2018 *Standard Specifications for Roads and Structures*. This revision applies to the 2018 Roadway Standard Drawing Nos. 422.01, 422.02, 422.03 and Detail in Lieu of Standard Drawing No. 422DO10.

**CEMENT AND LIME STABILIZATION OF SUB-GRADE SOILS**

(5-20-13) (Rev. 3-21-23)

DB5 R21

**General**

The Design-Build Team shall be responsible for the following:

1. Performing all laboratory tests in a laboratory certified by the AMRL/NCDOT Laboratory Proficiency Program
2. Sampling Sub-grade soils
3. Conducting Laboratory tests to determine:
  - a. Soil classifications
  - b. Moisture-density relationships
  - c. Quantity of lime or cement required to achieve specified strengths
4. Designating areas to be stabilized by either lime or cement and the required rates of application
5. Conducting field tests to determine unconfined compressive strength

**Sampling**

The Design-Build Team shall take soil samples, after the project has been graded to within two inches of final sub-grade elevation. The Design-Build Team shall sample the top eight inches at a minimum frequency of one sample per 1,000 feet, per each lane, for classification tests; and one sample per 3,000 feet, per each lane, for moisture density tests and lime or cement mix design tests. For the aforementioned tests, a lane shall be considered 28 feet wide in one direction for sampling purposes. Additional samples shall be taken to ensure that all the predominant soil types, limits of distribution of these soils and different site conditions have been represented.

### Classification Tests

The Design-Build Team shall perform the following tests to determine AASHTO classifications of different soils in accordance with AASHTO specifications as modified by NCDOT. Copies of these modified procedures can be obtained from Materials and Test Unit's Soils Laboratory.

**TABLE 1**

<b><u>TEST</u></b>	<b><u>AASHTO DESIGNATION</u></b>
Dry Preparation of Disturbed Soils	T-87
Particle Size Analysis of Soils	T-88
Determining the Liquid Limit of Soils	T-89
Determining the Plastic Limit and Plasticity Index of Soils	T-90

### Moisture Density Test

Based on the criteria set in Table 2, below, the Design-Build Team shall perform the Moisture Density Tests, using either lime or cement. The Design-Build Team shall use 10% cement by weight in soil cement and 4% lime by weight, in soil-lime mixtures. The Design-Build Team shall conduct the tests in accordance with AASHTO T-99, and T-134 for soil-lime and soil-cement mixtures, respectively. In each case, The Design-Build Team shall determine the maximum dry density and optimum moisture content.

**TABLE 2**

<b><u>CRITERIA FOR SELECTING LIME OR CEMENT</u></b>		
<b>PROPERTY</b>	<b>A</b>	<b>B</b>
Percent passing #200 Sieve	35 Max	36 Min
Liquid Limit	40 Max	41 Min
Plasticity Index	10 Max	25 Min

The Design-Build Team shall use cement for all soils meeting criteria in Column A and lime for all soils meeting criteria in Column B. The Design-Build Team may choose either lime or cement for all soils not meeting all criteria in either Column A or B.

**DETERMINING THE APPLICATION RATES FOR SOIL-CEMENT AND SOIL-LIME MIXTURES****Soil-Cement Mixtures**

For soil-cement mixtures, the Design-Build Team shall be required to do the following:

- Make specimens at optimum moisture content using a quantity of cement in the range of five to 12 percent by weight.
- Compact the specimens to a minimum density of 95% of maximum dry density obtained using AASHTO T 134.
- Make a minimum of two specimens for each selected cement rate.
- Cure the specimens for seven days in a moist room maintained at a temperature of 73° F  $\pm 2.7^\circ$  and a humidity of 100%. At the end of the curing period, immerse the specimens in water for four hours.
- After immersion, test the specimens in unconfined compression in accordance with ASTM D 1633.
- Report the maximum strength obtained and the corresponding percent strain.
- Select the rate of cement that provides a minimum unconfined compressive strength of 200 psi and a maximum of 400 psi.

**Soil-Lime Mixtures**

For soil-lime mixtures, the Design-Build Team shall be required to do the following:

- Allow the soil-water-lime mixture to mellow in an airtight, moisture proof container that does not contain aluminum or zinc for a minimum of 24 hours before compacting specimens.
- Make specimens at optimum moisture content using a quantity of lime in the range of 3.5 to 6.5 percent by weight.
- Compact specimens to a minimum density of 95% of maximum dry density obtained by AASHTO T99.
- Make a minimum of two specimens for each selected lime rate.
- Cure the specimens in airtight, moisture proof containers at a temperature of 73° F  $\pm 4^\circ$  for 7 days. The container for curing the specimen shall not contain aluminum or zinc. Do not immerse the specimens in water at the end of the curing period.

- Test the specimens in unconfined compression in accordance with AASHTO T 208. Report the maximum strength obtained and the corresponding percent strain.
- Select the rate of lime that provides a minimum unconfined compressive strength of 60 psi.

**Submittals for Review and Approval Prior to Construction**

The Design-Build Team shall adhere to the following submittal guidelines:

- Submit all laboratory test results for review.
- Submit a sketch in plan view showing areas of the project to be stabilized by either lime or cement and application rates for each stabilizer.
- Submit any other documentation that supports the Design-Build Team's recommendations.

**Construction of Lime Treated Subgrade**

The Design-Build Team shall construct the lime treated sub-grade as specified in Section 501 of the North Carolina Department of Transportation 2018 *Standard Specifications for Roads and Structures* with the following exceptions:

**Subsection 501-4 Equipment**

Contractor's equipment will not require engineer's approval.

**Subsection 501-8 (A) General**

Paragraph #1 is not applicable to this project.

**Subsection 501-9 (B) Preliminary Curing**

Amend as follows: Allow a minimum of two days and a maximum of four days for preliminary curing.

**Subsection 501-10 Compacting, Shaping, and Finishing**

Last paragraph is not applicable.

**Subsection 501-11 Thickness**

Last two paragraphs are not applicable.

**Construction of Cement Treated Subgrade**

The Design-Build Team shall construct the soil cement sub-grade as specified in Section 542 of the 2018 *Standard Specifications for Roads and Structures*, with the following exceptions:

**Subsection 542-4 Equipment**

Contractor's equipment will not require Engineer's approval.

**Subsection 542-7 Application of Cement**

First paragraph is not applicable.

**Subsection 542-11 Thickness**

Paragraphs 2 and 3 are not applicable.

**Unconfined Compressive Strength**

The lime-stabilized subgrades shall be tested using Dynamic Cone Penetrometer (DCP) and/or by making field specimens. DCP testing shall be in accordance with *Quality Assurance Testing of Lime-Treated Soils Utilizing the Dynamic Cone Penetrometer*, Test Method #1-2005. The Design-Build Team shall adhere to the testing equipment requirements and procedures as outlined in *Dynamic Cone Penetrometer Testing for Subgrade Stability* except that the minimum penetration depth shall be eight inches. Upon request, a copy of the aforementioned documents can be obtained from the NCDOT Geotechnical Engineering Unit. The required unconfined compressive strength for lime shall be 60 psi, which corresponds to a penetration per blow of approximately 0.5 inches of the Dynamic Cone Penetrometer. If field specimens are made, cure them for seven days and test them in the laboratory. The minimum required unconfined compressive strength for lime-stabilized subgrade shall be 60 psi.

For cement-stabilized subgrades, the Design-Build Team shall make field specimens, cure them for seven days and test them in the laboratory. The minimum and maximum required unconfined compressive strength for soil cement shall be 200 psi and 400 psi, respectively.

For both lime and cement stabilized subgrades, one test shall be required for every 400 feet per lane width at random locations selected using random number tables.

**Submittals for Review During Construction**

The Design-Build Team shall submit the unconfined compressive strength and dynamic cone penetrometer test results for review and acceptance.



**PRICE ADJUSTMENTS FOR ASPHALT BINDER**

(9-1-11) (Rev. 8-23-18)

DB6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the 2018 *Standard Specifications for Roads and Structures*.

The base price index for asphalt binder for plant mix is \$ 616.88 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, 2023.

**PRICE ADJUSTMENTS - ASPHALT CONCRETE PLANT MIX**

(9-1-11) (Rev. 9-8-17)

DB6 R26

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 6-15, Article 609-11 and Page 6-31, Article 610-14**

Add the following paragraph before the first paragraph:

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

**BLACK EPOXY PAVEMENT MARKING MATERIAL**

(1-26-17)

**Description**

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

**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:                                  | Shall 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 ±2° F:        | Ten minutes              |
| (8) Gel Time:                           | ASTM D2471               |
| Maximum gel time:                       | Three 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 2018 *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 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 when placed on concrete pavements and 20 mils when placed on asphalt pavements.

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.

Do not place epoxy markings on fresh asphalt pavements until 15 days have elapsed after the last asphalt layer is placed.

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 shall be subject to a 30-day observation period.

Maintain responsibility for the pavement markings for a 30-day observation period beginning upon the satisfactory completion of all work required in the plans developed by the Design-Build Team. Guarantee the markings under the payment and performance bond in accordance with Article 105-17 of the *Standard Specifications for Roads and Structures*.

Have traffic operating on the facility during the entire 30-day observation period unless otherwise directed.

Provide pavement marking material, which during the 30-day 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 30-day observation period.

**AASHTO TYPE IV/NCDOT STANDARD BEAD - DOUBLE DROPPED GLASS BEADS**

(12-7-21) (Rev. 1-12-22)

**Description**

This work shall consist of applying NCDOT approved standard glass beads along with the application of AASHTO Type IV glass beads on extruded thermoplastic and polyurea pavement markings. Use NCDOT standard glass beads that are on the NCDOT Approved Products List and conform to Sections 1087 and 1205 of the 2018 NCDOT *Standard Specifications for Roads and Structures*. Except for gradation requirements, use AASHTO Type IV glass beads that conform to Sections 1087 and 1205 of the 2018 NCDOT *Standard Specifications for Roads and Structures* and contain 80% true spheres. Prior to application, an independent lab test shall confirm both categories of glass beads.

**Application**

This combination of glass beads shall be applied concurrently. Two separate passes over the pavement marking binder will not be allowed. Extruded thermoplastic shall contain intermixed glass beads conforming to the 2018 NCDOT *Standard Specifications for Roads and Structures*. Glass beads shall be applied at the manufacturer's rate to meet the retroreflectivity requirements below within 30 days after application.

**MINIMUM REFLECTOMETER REQUIREMENTS  
FOR AASHTO Type IV/NCDOT Standard Glass Beads**

<b>Item</b>	<b>Color</b>	<b>Retroreflectivity</b>
AASHTO Type IV/NCDOT	White	450 mcd/lux/m <sup>2</sup>
Standard Glass Beads	Yellow	350 mcd/lux/m <sup>2</sup>

**FIELD OFFICE**

(6-1-07) (Rev. 1-4-22)

DB 08-01

**Description**

This work consists of furnishing, erecting, equipping, maintaining and removing 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**

Upon completion of the contract, the field office and equipment shall remain the property of the Design-Build Team. The field office shall be separated from buildings and trailers used by the Design-Build Team and shall be erected and functional as an initial operation. Failure to have the field office functional when construction activities first begin on the project, and maintained, as determined by the Engineer, throughout the project's construction duration, shall result in

withholding payment of the Design-Build Team's monthly progress estimate. The Design-Build Team shall maintain the field office in an operational state throughout the project's construction duration. The Design-Build Team shall remove the field office when directed by the Engineer.

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 ten feet, and a floor-to-ceiling height that is at least seven feet six inches. Provide inside walls and a ceiling that are constructed of plywood, fiber board, gypsum board, or other suitable materials. Have the exterior walls, ceiling, and floor insulated.

Provide a field office with a minimum 1000-square foot floor space and that is equipped with the following:

<b><u>Number</u></b>	<b><u>Item</u></b>
1	Telephone service
1	Internet connection service with a Wi-Fi modem and two data ports in all rooms except the kitchenette and bathrooms
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-inch by 36-inch drawings with six plan clamps
2	Four-drawer fire protection file, 15-inch drawer width, minimum UL rating of Class 350
6	Adjustable five-leg base rolling office chairs
1	Wastebasket per room
1	Telephone
1	Print/copy/scan/fax machine (8-inch x 11-inch and 11-inch x 17-inch prints/copies)

### **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 all windows and doors. Equip exterior passage doors with locks, and furnish at least two keys to the Engineer. 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.

### **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 Gauge**

Provide an outside storage facility for the Department's nuclear gauge. Provide a facility that has a minimum 64-square foot floor space, is weatherproof, tightly floored and roofed, and has a tamper resistant key operated lock. The storage facility shall not be located within ten feet of any other structure including the field office. Furnish at least two keys to the Engineer.

**Lighting, Heating and Air Conditioning**

The field office shall have satisfactory lighting, electrical outlets, heating equipment, an exhaust fan, and an air conditioner connected to an operational power source. Provide at least one lighting fixture in each room and at least one fluorescent light fixture over the plan and drafting table. Furnish electrical current and fuel for heating equipment.

**Fire Extinguishers**

Furnish and maintain one fire extinguisher for each exterior passage door. Fire extinguishers may be chemical or dry powder. UL Classification 10-B:C (minimum), suitable for Type A:B:C: fires. Provide, mount and maintain fire extinguishers 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 one 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 shall conform to all local and state permits.

**Utilities**

Except for telephone service, make arrangements for necessary internet and utility connections, maintain internet and utility connections, pay internet and utility service fees and bills, and make arrangements for final disconnection of internet and utility connections. 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 a storage facility that is separated from the field office, for storage of test equipment, other than the nuclear gauge. Provide a facility that has a minimum 64-square foot floor space, is weatherproof, tightly floored and roofed, and has a tamper resistant key operated lock. Furnish at least two keys to the Engineer.

**Miscellaneous Items**

The field office shall also include the following:

1. A certification that the office is free of asbestos and other hazardous materials
2. A broom, dustpan, 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

**GEOTEXTILE FOR SUBGRADE STABILIZATION**

(5-7-14) (Rev. 3-21-23)

DB10 R9B

**Description**

Supply and install geotextile for subgrade stabilization in accordance with the Geotechnical Engineering Scope of Work found elsewhere in this RFP.

**Materials**

Refer to Division 10 of the 2018 *Standard Specifications for Roads and Structures*.

<b>Item</b>	<b>Section</b>
Geotextile for Subgrade Stabilization, Type 5	1056

**Construction Methods**

The Design-Build Team shall clearly show the proposed locations of geotextile for subgrade stabilization on the roadway typical sections within the Roadway Plans developed by the Design-Build Team.

The geotextile for subgrade stabilization minimum roll width shall be 13 feet. Install full width sections of geotextile for subgrade stabilization. Ripping/cutting geotextiles into smaller widths will not be allowed. Do not leave geotextiles exposed for more than 7 days before covering geotextiles with ABC or soil.

Do not place asphalt directly on the geotextile. In areas without aggregate subgrade, place geotextile for subgrade stabilization immediately below ABC or 12"-18" below the bottom of asphalt base course (or asphalt separation layer for concrete pavements), as applicable. The geotextile shall extend one foot outside the limits of the pavement structure.

Install geotextile for subgrade stabilization either perpendicular or parallel to the roadway centerline as shown in the plans developed by the Design-Build Team. If installed parallel to the roadway centerline install the minimum roll width under roadway edges and shoulders adjacent to fill slopes. All geotextile joints shall overlap a minimum of 18 inches. Layer geotextile joints in the direction that ABC or soil will be placed to prevent lifting the edge of the top geotextile. Pull geotextiles taut so they are in tension and free of kinks, folds, wrinkles or creases. Hold geotextiles in place with wire staples or anchor pins as needed.



Do not damage geotextile for subgrade stabilization when placing ABC or soil. Place and compact ABC or soil in accordance with the contract and 2018 *Standard Specifications for Roads and Structures*. Excluding operations required to construct base courses or subgrade, do not operate heavy equipment on geotextiles. Replace any damaged geotextiles to the satisfaction of the Engineer.

### **NONWOVEN GEOTEXTILE INTERLAYER**

(1-13-14) (Rev. 2-27-23)

DBI 10-07

#### **Description**

Furnish and install a nonwoven geotextile interlayer at locations shown in the plans prepared by the Design-Build Team.

#### **General**

The Design-Build Team shall schedule a Pre-Pave Meeting at least three weeks prior to paving to discuss installation and construction procedures for the nonwoven geotextile interlayer with representatives from the Design-Build Team including Paving Superintendent, Subcontractor, Geotextile Manufacturer, Engineer, Roadway Inspector, Area Roadway Construction Engineer, and the Division Construction Engineer.

#### **Materials**

The geotextile interlayer shall be constructed of a non-woven needle-punched geotextile, with no thermal treatment (calendaring or IR). The material shall be resistant to chemicals, mildew, and rot and shall not have any tears or holes that will adversely affect the in-situ performance and physical properties of the installed material.

Furnish with each shipment a Type 3 Certification in accordance with Article 106-3 of the 2018 NCDOT *Standard Specifications for Roads and Structures* certifying that the paving mat is a non-woven needle-punched geotextile with no thermal treatment (calendaring or IR) meeting the requirements shown:

<b>Physical Properties of Non-Woven Geotextile Interlayer</b>			
<b>Property</b>	<b>Test Method</b>	<b>Units</b>	<b>Value</b>
Minimum Mass per unit area	ASTM D 5261	oz/yd <sup>2</sup>	15.0
Minimum thickness under load (a) at 2 kPa (0.29 psi) (b) at 20 kPa (2.9 psi) (c) at 200 kPa (29 psi)	ASTM D 5199	in	(a) 0.12 (b) 0.10 (c) 0.04
Minimum wide-width tensile strength	ASTM D 4595	lb/ft	685
Maximum wide-width elongation	ASTM D 4595	%	130
Minimum water permeability in normal direction under load (pressure) at 20 kPa (2.9 psi)	Mod. ASTM D 5493 or ASTM D 4491	ft/s	$3.3 \times 10^{-4}$
Minimum in-plane water permeability (transmissivity) under load (pressure) (a) at 20kPa (2.9 psi) (b) at 200kPa (29 psi)	Mod. ASTM D 6574 or ASTM D 4716	ft/s	(a) $1.6 \times 10^{-3}$ (b) $6.6 \times 10^{-4}$
Minimum weather resistance retained strength	ASTM D 4355 at 500 hrs. exposure	%	60
Alkali resistance, minimum polypropylene/polyethylene	Manufacturer certification of polymer	%	96

Note: Requirements must be met for 95 percent of samples.

### General Requirements

A trained and experienced installer, certified by the Geotextile Manufacturer, shall be present on-site during the installation of the geotextile and until the crew has a comfort level working with this material.

Ensure that any potential for keying of the two cementitious layers is minimized through proper repair techniques. Clean the underlying surface to remove loose debris before applying the interlayer. Roll the geotextile out on the underlying layer. The geotextile shall be tight and without excess wrinkles and folds. No more than 650 feet of geotextile shall be installed in advance of the paving operation at a given time. The interlayer shall be placed no more than three days before concrete placement.

Keep driving on the interlayer to a minimum. Tight radius turns and excessive acceleration and braking shall be avoided.

The geotextile shall be secured to the underlying layer with pins or nails punched through two-inch to 2.75-inch galvanized washers or disks every six feet or less. Additional fasteners shall be used as needed to ensure that the geotextile does not shift or fold before or during concrete placement. Edges of the geotextile shall overlap by eight inches +/- two inches. No more than three layers of geotextile shall overlap at any location. Transverse seams of adjacent rolls shall be staggered to prevent four layers from coinciding at any location. The free edge of the geotextile shall extend beyond the edge of the new concrete into a location that facilitates drainage.

**INTERNATIONAL ROUGHNESS INDEX**

The following amendments to the 2018 *NCDOT Standard Specifications for Roads and Structures* apply to this project:

**Page 6-26, replace Table 610-8 with the following:**

<b>Table 610-8</b>	
<b>MRI Price Adjustment Per 0.10-Mile Section</b>	
<b>MRI After Completion (Inches Per Mile)</b>	<b>Price Adjustment Per Lane (0.10-Mile Section)</b>
45.0 and Under	\$200.00
45.1-55.0	$PA = 600 - (10 * MRI)$
55.1-70.0	Acceptable (No Pay Adjustment)
Over 70.0	Corrective Action Required

**Page 7-15, replace Table 710-1 with the following:**

<b>Table 710-1</b>	
<b>MRI Price Adjustment Per 0.10-Mile Section</b>	
<b>MRI After Completion (Inches Per Mile)</b>	<b>Price Adjustment Per Lane (0.10-Mile Section)</b>
45.0 and Under	\$200.00
45.1-55.0	$PA = 600 - (10 * MRI)$
55.1-70.0	Acceptable (No Pay Adjustment)
Over 70.0	Corrective Action Required

**ROLLER COMPACTED CONCRETE**

(05-17-16)

1000

DBI 7-18

**Description**

Construct Roller Compacted Concrete (RCC) pavement on a prepared base, in accordance with these provisions and with lines, grades, thicknesses, and typical sections as shown on the plans developed by the Design-Build Team. This work includes, but is not limited to, the designing of the mix; producing, furnishing and placing of the concrete; compaction; finishing; constructing joints; curing the pavement; coring for test specimens and associated patching of the pavement; and quality control testing.

Submit the following for approval a minimum of 30 days prior to the start of any production of RCC:

- (A) Submit RCC mix design in accordance with Section 1000-3(A) of the 2018 *Standard Specifications for Roads and Structures* except as noted herein. The submitted design

shall minimally include aggregate gradation, cementitious materials, admixtures (if used), compressive strength (minimum 4,500 psi at 28 days), required moisture and density to be achieved and quantities of individual materials per cubic yard for the mix design. Minimum cement content per cubic yard shall be 450 pounds. Measurement and reporting of flexural strength is not required.

- (B) Submit a Process Control Plan detailing the personnel, equipment, production, placement, compaction, sampling, testing and repair operations.

Schedule a pre-pave meeting prior to installing the RCC including representatives from the Engineer, Design-Build Team, Subcontractor, Area Construction Engineer, NCTA, and a representative from the Materials and Tests Unit.

### Materials

- (A) General

All materials shall meet the requirements of the 2018 *Standard Specifications for Roads and Structures*.

Item	Section
Portland Cement Concrete	1000
Curing Agents	1026
Joint Filler	1028-1
Low Modulus Silicone Sealant	1028-3
Water	1024-4

- (B) Aggregates

Furnish aggregates conforming to Section 1014 of the 2018 *Standard Specifications for Roads and Structures*. The plasticity index of the aggregate shall not exceed five. Provide a well-graded aggregate blend conforming to the following gradation:

GRADATION FOR ROLLER COMPACTED CONCRETE AGGREGATE	
Sieve Size	% Passing by Weight
1"	100
3/4"	95 - 100
1/2"	70 - 90
3/8"	60 - 85
No. 4	40 - 60
No. 8	30 - 50
No. 16	20 - 40
No. 100	0 - 18
No. 200	0 - 8

Other aggregate blends may be considered provided demonstration of past performance and mix approval prior to production.

## **Equipment**

### **(A) General**

Provide maintained equipment and tools that will produce a completed RCC pavement meeting the requirements of this Project Special Provision. All equipment shall be on site, inspected and in good operating condition before work may proceed.

### **(B) Concrete Mixing Plant**

A pugmill plant shall be a central plant with a twin shaft pugmill mixer, capable of batch and continuous mixing, equipped with synchronized metering devices and feeders to maintain the correct proportions of aggregate, cement, mineral admixtures, and water. Other pugmill plant requirements are as follows:

- Ensure that all aggregate stockpiles have adequate separation to prevent cross contamination and are handled in a manner that prevents segregation.
- Control feed rate by a variable speed belt or an operable gate calibrated to accurately deliver any specified quantity of material. If two or more aggregate stockpiles are used, the feed rate from each bin shall be readily adjustable to change aggregate proportions, when required. Feed rate controls must maintain the established proportions of aggregate from each stockpile bin when the combined aggregate delivery is increased or decreased.
- Operate plant scales in accordance with Sub-article 1000-9(C) of the 2018 *Standard Specifications for Roads and Structures*.

**Minimize segregation during loading of delivery trucks. Loading directly from a belt or auger will not be permitted.**

### **(C) Paver**

Utilize a high-density paver, which provides a minimum of 90% of the maximum wet density in accordance with ASTM D1557 or equivalent test method at placement.

Provide a paver of suitable weight and stability to spread and finish the RCC material, without segregation, to the required thickness, smoothness, surface texture, cross-section and grade.

(D) Compactors

Provide self-propelled steel drum vibratory rollers having a minimum static weight of ten tons for primary compaction. Provide rollers equipped with controls that automatically disengage the vibration mechanism before the roller stops. For final compaction, use a combination of self-propelled steel drum roller, in static mode, and a rubber tire roller weighing between four and ten tons, as necessary, to achieve an acceptable surface.

Use walk-behind vibratory rollers or plate tampers for compacting areas inaccessible to the large rollers. Ensure that areas compacted with walk-behind equipment meet all requirements for compaction and surface quality. If sufficient compaction and texture cannot be achieved with walk-behind equipment, use conventional concrete in the inaccessible areas.

(E) Water Trucks

Provide at least one water truck or other similar equipment on-site capable of evenly applying a fine spray of water to dampen the base or subgrade surface ahead of RCC placement and to keep the surface of the RCC moist without damaging the final surface.

(F) Hauling Equipment

Use non-agitating hauling equipment having bodies which are smooth, watertight, metal containers equipped with vibrators and gates to discharge the concrete without segregation or damage. Provide fitted covers to protect the material from rain and excessive evaporation.

Prevent the accumulation of hardened concrete in the delivery vehicles, providing a washout station, if necessary, to prevent the accumulation of material. Discharge all flushing water before charging with the next RCC load.

(G) Concrete Saws

Use early-entry concrete saws that are capable of sawing the concrete the same day as placement and as soon as the concrete can be cut for crack control without raveling and to the depth required. Once hardened, use standard wet saw-cutting equipment if additional saw cuts are necessary. Equip all saws with blade guards and guides or devices to control alignment and depth.

**Preparation of Subgrade and Base**

Prior to the placement of RCC pavement, verify the subgrade and base has proper density and grade tolerances in accordance with Section 500-3 of the 2018 *Standard Specifications for Roads and Structures* and repair any soft or yielding areas. Correct all damaged areas

in the subgrade or base prior to placing concrete. Keep the base clean and free of foreign material.

Dampen the surface of the base uniformly at the time the RCC pavement mixture is placed. Ensure that no free water or ponding is present at the time of concrete placement.

### **Weather Limitations**

#### **(A) Cold Weather**

Do not place RCC when any of the following conditions exist:

- (1) When base contains frost or frozen material.
- (2) When the air temperature is 35°F and descending.

Maintain a sufficient supply of insulating blankets, plastic sheeting or other suitable material. Apply insulating materials to maintain a minimum temperature of 40°F at the pavement surface for a minimum of five days.

#### **(B) Hot Weather Precautions**

Do not place RCC when the air temperature is 90°F and rising and RCC temperature is greater than 95°F.

#### **(C) Rain**

Do not place RCC pavement during rain conditions sufficient to be detrimental to the finished product. Placement may continue during drizzle or mist conditions provided the surface of the RCC pavement is not eroded or damaged in any way. The Engineer will be the sole judge as to when placement must be stopped due to rain.

### **Construction Methods**

#### **(A) Delivery**

Provide a sufficient number of trucks to ensure an adequate and continuous supply of RCC material to the paver. Deliver the concrete to the work site in a thoroughly mixed and uniform mass. Minimize the elapsed time to be 45 minutes or less, unless longer times can be demonstrated to provide acceptable performance to the sole satisfaction of the Engineer. The Engineer may rescind approval for longer elapsed times if the performance becomes unsatisfactory due to changes in weather, materials, or any other pertinent reason. The elapsed time shall be defined as the period from first contact between mixing water and cement until the entire operation of placing and compacting, including corrective measures if necessary, has been completed.

(B) Placement

Deposit the RCC material into a material transfer vehicle prior to placing into the hopper of the paver.

If at discharge, the concrete is not thoroughly mixed and homogeneous, the charging sequence, size of load, mixing time or any combination thereof should be altered to meet these requirements; otherwise, utilize other equipment capable of delivering a thoroughly mixed and uniform concrete mass.

Maintain an adequate quantity of RCC in the paver and do not allow the paver to become empty between loads. Maintain the material above the auger shaft at all times during paving.

Operate the paver in a manner that will prevent segregation and produce a smooth continuous surface without excessive tearing, pulling or shoving. Limit the placement of RCC to a length that can be compacted and finished within the appropriate time limit under the prevailing air temperature and wind conditions.

Advance the paver in a steady, continuous operation with minimal starts and stops. Limit the paver speed during placement operations to ensure that density requirements are met and surface distress is minimized.

Broadcasting or fanning the RCC material across areas being compacted will not be permitted. Such additions of material shall only be done immediately behind the paver and before any compaction has taken place. Any segregated coarse aggregate shall be removed from the surface before rolling.

If segregation occurs in the RCC during paving operations, the placement shall cease and the segregated materials shall be removed and replaced with fresh RCC before rolling.

(C) Compaction

Immediately after the concrete has been placed, thoroughly and uniformly compact the pavement.

Determine the sequence and number of roller passes by vibratory and non-vibratory rolling to obtain the specified density and surface finish. Avoid displacement of the RCC pavement. Immediately correct any displacement of the surface resulting from reversing or turning action of the roller. Smooth any uneven marks left during the vibrating rolling with a steel drum or rubber tire roller(s) operated in static mode. Provide a final surface meeting the smoothness and finish grade requirements of this section, and free of excessive surface tears and cracks.



Areas inaccessible to either the paver or rollers may be placed by hand and compacted with equipment specified within this provision. Compaction of these areas must satisfy the same minimum density requirements as specified below. An alternate and preferred method for paving inaccessible areas is to use cast-in-place, air-entrained concrete with a minimum compressive strength of 4,000 psi.

Provide additional rolling to longitudinal joints as necessary to produce the specified density for the full depth of the lift and produce a tight smooth joint.

(D) Density Testing

The RCC pavement shall be evaluated for density on a lot by lot basis. A lot shall consist of 2,000 SY of newly placed RCC. In-place field density tests shall be performed in accordance with ASTM C 1040, direct transmission, as soon as possible, but no later than 30 minutes after completion of rolling at three randomly selected locations within the lot that are no closer than 12 inches from a free edge or six inches from a confined edge. Only wet density shall be used for evaluation. Based on these three tests, an average density not less than 98% of the maximum wet density obtained by ASTM D 1557 or equivalent test method shall be required, with no individual test less than 96%.

In addition to determining the density within the mat, determine the in-place wet joint density on joints at three random locations at a of distance 12 inches from a free edge or six inches from a confined edge, as appropriate. The average of three wet joint density tests shall be not less than 96% and none of the density tests shall be less than 94% of the maximum wet density obtained by ASTM D 1557 or equivalent test method.

If the Engineer determines that a given lot does not meet the minimum specification density requirements, but the work is reasonably acceptable, the lot will be accepted at a reduced pay factor in accordance with the following formula. The reduced pay factor will apply only to the RCC unit price.

$$\text{Reduced Pay Factor} = 100 + [(Actual\ Density - Specified\ Density) / 2] * 25]$$

Where:

**Actual Density** = the lot average density, not to exceed 4.0% of the specified density

**Specified Density** = the wet density or joint density specified in the contract

Any density lot not meeting minimum density requirements will be evaluated for acceptance in accordance with Article 105-3.

(E) Strength Testing

(1) Mix Design

The proposed RCC mix design shall have a minimum compressive strength of at least 4,500 psi in accordance with ASTM C39 based on test results of 6"x12" cylinders prepared in accordance with ASTM C1435. Cure and transport specimens to the laboratory in accordance with ASTM C 31.

(2) Production Quality Control Strength Testing

The RCC pavement will be evaluated for compressive strength on a lot by lot basis. A lot will consist of 2,000 SY of newly placed RCC or a fraction thereof. Obtain one sample of fresh RCC during the placement of each lot and make at least three 6"x12" cylinders in accordance with ASTM C1435. The average of two cylinders tested at 28 days shall be the compressive strength for that lot.

(F) Curing

After final finish and immediately after the free surface moisture has disappeared, apply curing compound at a rate of 0.0067 gallons per square foot. Provide an inline flow metering device to ensure the proper application rate is provided. Apply the curing compound such that puddling or ponding does not occur on the fresh concrete surface.

(G) Finishing

The finished surface of the RCC pavement, when tested with a ten-foot straight edge or crown surface template, shall not vary from the straight edge or template by more than 3/8 inch at any one point. When the surface smoothness is outside the specified surface tolerance, the surface shall be grinded to within the tolerance by use of a self-propelled diamond grinder. Milling of the final surface will not be acceptable.

(H) Joint Construction

Construct joints to assure continuous bond between new and previously placed lanes. A vertical joint shall be considered a fresh joint when an adjacent RCC lane is placed no later than 60 minutes of placing the previous lane. This time may be reduced by the Engineer when conditions such as hot, dry, and/or windy weather are encountered. The Engineer may further require measures to keep the fresh joint moist including, but not limited to, wetting or moist burlap. Cold vertical joints shall be defined as any planned or unplanned construction joints that do not qualify as fresh joints.

Cold vertical joints may be formed through the use of an edging shoe after successful demonstration that the procedure meets the minimum joint density requirements of this

section and the edging shoe produces a face with no more than an angle of ten degrees from vertical. If the edging shoe is not used or cannot meet the specification requirements, remove a minimum of six inches along the entire edge by saw cutting the full depth of the RCC pavement. Saw cutting operations must not produce excessive raveling along the surface of the cut.

Prior to placing fresh RCC mixture against a compacted cold vertical joint, the joint shall be thoroughly cleaned of any loose or foreign material and in a moist condition immediately prior to placement. The joints between RCC pavement and concrete structures shall be treated as cold vertical joints.

Construct all contraction joints within RCC pavement in accordance with the plans developed by the Design-Build Team and Article 700-11 of the 2018 *Standard Specifications for Roads and Structures*. Seal contraction joints in accordance with Article 700-12 (excluding 700-12 (B) Age of Pavement) of the 2018 *Standard Specifications for Roads and Structures*.

(I) Opening to Traffic

Heavy truck traffic and other heavy equipment will not be allowed on the RCC pavement until representative concrete test cylinders achieve 3,000 psi and at least three days old. All compressive strength concrete test cylinders shall be made and tested in accordance with ASTM 1435 and AASHTO T22. However, limited automobile and light truck traffic may be allowed on the RCC as soon as the concrete is sufficiently cured to prevent significant marring.

No permanent traffic will be allowed on the pavement until construction of the joints, including all sawing, sealing, and curing that is required, has been completed.

**Thickness Acceptance**

The thickness of the pavement shall be determined by measurement of cores. One core shall be taken from each lot at a random location selected by the Engineer.

The thickness of the RCC pavement shall not deviate from that shown on the plans developed by the Design-Build Team by more than minus 0.5 inches. When the measurement of any core is less than the plan thickness by more than 0.5 inches, the actual thickness of the pavement in this area will be determined by taking additional cores at not less than ten-foot intervals parallel to the center line in each direction from the affected location until a core is found in each direction which is not deficient by more than 0.5 inches. Areas found deficient in thickness by more than 0.5 inches will be removed full shoulder width and replaced with concrete of the thickness shown on the plans developed by the Design-Build Team. No overlays shall be accepted.

**Strength Acceptance**

The minimum compressive strength of RCC field cylinder specimens shall be at least 4,500 psi. The RCC pay factor for pavement achieving a compressive strength in 28 days of 4,500 psi or greater is 100%. The pay factor for pavement achieving a compressive strength in 28 days between 3,500 psi and 4,500 psi shall be determined by the following formula:

$$\text{Pay Factor(\%)} = 100.0 - [0.05(4500 - \text{Compressive Strength})]$$

(pay factor rounded to nearest 0.1%)

If the average compressive strength of the three cores per Lot is less than 4500 psi, then the area shall be evaluated in accordance with Article 105-3 of the 2018 *Standard Specifications for Roads and Structures*.

**Test Section**

At least seven days before the start of paving operations, construct a test section using the approved concrete mix design. Provide a minimum test section of 300 feet in length. Use the same equipment, materials, techniques, and personnel in the test section that will be used to construct the production RCC pavement. If approved by the Engineer, the test section may be incorporated into the production section.

The Engineer shall evaluate the following criteria from the test section:

- Adequacy of mixing plant to meet productivity requirements and produce consistent material
- Maximum density directly behind the paver prior to roller compaction
- Sequence of primary/secondary roller passes (with and without vibration)
- Maximum density following roller compaction
- Texture and surface finish acceptability
- Integrity of proposed edging shoes, edge compaction, and jointing methods
- RCC compressive strength based on cylinders and extracted cores tested at seven and 28 days

Verify the correlation between the compressive strength of extracted cores and compressive strength of field cylinder specimens. A representative area of the test section shall be identified and samples of the material used to construct this area collected for the fabrication of cylinders. The final density of the subject area shall be determined and recorded.

**DIAMOND GRINDING CONCRETE PAVEMENT**

(4-15-08) (Rev. 11-08-21)

DBI 7-09A

**Description**

Perform the work covered by this provision including, but not limited to, diamond grinding and regrinding concrete pavement to meet final surface acceptable smoothness requirements detailed in Article 710-7 of the 2018 NCDOT *Standard Specifications for Roads and Structures*, selecting

diamond tipped saw blades and configuration of cutting head; continual removal of residual slurry from pavement and disposal; furnishing all labor, materials, supplies, tools, equipment and incidentals as necessary. Perform this work on all new concrete pavement and as directed by the Engineer.

Prior to beginning any diamond grinding operations, schedule a pre-grind meeting with grinding subcontractor, Division Construction Engineer, Resident Engineer, Area Construction Engineer, NCTA, representatives from the Roadside Environmental Unit and the Materials and Tests Unit.

### **Equipment**

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 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 three-foot wide grinding head with 50 to 60 evenly spaced grooves per foot. 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. Do not allow the slurry material to flow into a travel lane occupied by traffic or into any drainage facility.

### **Method of Construction**

Grind the pavement surface to a uniform appearance with a high skid resistant longitudinal corduroy type texture. Provide grooves between 0.09-inch and 0.15-inch wide with the land area between the grooves between 0.06-inch and 0.13-inch wide. Ensure a ridge peak of approximately 0.0625-inch 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 1½ inches. Adjacent passes shall be within 1/8-inch of the same height as measured with a three-foot straightedge. Maintain positive cross-slope drainage for the duration of the grinding operation.

Grind all concrete travel lanes including, but not limited to, auxiliary lanes, ramps and loops, with not less than 98 percent of the specified surface being textured by grinding. Grinding of bridge decks and concrete shoulders will not be required. Remove a minimum 0.0625-inch at all locations except dips. Extra grinding to eliminate minor depressions will not be required. It is anticipated that extra grinding will be required on the high side of existing faults in the

pavement. There shall be no ridge between lanes. In a separate operation, transition the grinding of any remaining ridges greater than 1/8-inch in height on the outside edge next to the shoulder or at a tie to an existing facility to the satisfaction of the Engineer.

In accordance with Article 710-7 of the 2018 NCDOT *Standard Specifications for Roads and Structures*, final surface testing shall be required. All corrective actions must be approved by the Engineer prior to performing the work.

### **Disposal of Residual Slurry**

Diamond grinding slurry disposal shall be in accordance with the latest Permit No. WQ0035749. Submit a slurry disposal plan to the Engineer detailing method of handling and disposing of slurry from the diamond grinding operation a minimum of 60 days prior to beginning the diamond grinding operation. The Engineer will review the slurry disposal plan and the Engineer's acceptance of the slurry disposal plan shall be received, in writing, prior to beginning the diamond grinding operation. DGS shall be transported beyond the project limits to an approved permitted site.

In accordance with the following requirements, the Design-Build Team shall mechanical dewater the DBS:

- The reclaimed water shall be returned to the grinding operation and the dewatered solids shall be disposed of as follows:
  - Concrete grinding residues (CGR) that are not liquid and otherwise not hazardous may be disposed of in a municipal solid waste landfill or utilized as an alternate daily cover (ADC). If the sanitary landfill operator requests the use of this material as ADC, the Design-Build Team shall obtain written confirmation that the landfill owner has obtained approval from the NCDEQ to use the material as ADC. The definition of a solid, for solid waste disposal purposes, is a material that passes a Paint Filter test. CGRs may be eligible for disposal or use as ADC in an unlined sanitary landfill or a construction and demolition debris landfill. Prior to disposing CGR in an unlined-landfill, the Design-Build Team shall submit a blended representative sample of 500 milliliters by volume (minimum 125 grams) of the material to a certified laboratory to verify that the CGR does not exceed Resource Conservation and Recovery Act (RCRA) regulatory limits for the following metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium and Silver.
  - If approved by the Engineer, dewatered CGRs that are not liquid may be beneficially reused within the NCDOT project limits or areas under NCDOT control as beneficial fill. Dewatered CGRs that meet the aforementioned solid waste definition and solid waste definition for inert debris, as per North Carolina General Statute 130A-290(a)(14), may also be used within the roadbed at rates approved by the Engineer for soil modification purposes. Prior to disposing CGR as beneficial fill within the NCDOT project limits or

areas under NCDOT control, the Design-Build Team shall submit a blended representative sample of 500 milliliters by volume (125 grams minimum) of the material to a certified laboratory to verify that the CGR does not exceed RCRA regulatory limits for the following metals: Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium and Silver.

- Any residuals not mechanically processed or failing to meet the dewatered disposal requirements shall be disposed of at a permitted disposal facility approved to accept DGS.

At the direction of the Engineer, the Design-Build Team shall install wattles and silt fence at drainage inlets and channels to prevent the migration of any direct discharge. Silt fence shall be installed in accordance with Section 1605 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.

For more detailed requirements, reference the NCDOT *Guidelines on the Management and Disposal of Concrete Grinding Residuals* on the website noted below (NCID access required):

**<https://connect.ncdot.gov/resources/Environmental/Environmental%20Permits%20and%20Guidelines/NCDOT%20Statewide%20Permit%20Guidelines%20Management%20%20Disposal%20of%20Concrete%20Grinding%20Residuals%205219.pdf>**

### **HORIZONTAL DRAINS**

(11-7-19)

DB8 R17

#### **Description**

Construct horizontal drains for slopes, rock cuts and retaining walls in accordance with the contract and Geotechnical Engineering Unit Standard Detail No. 817.01. A horizontal drain typically consists of a slotted PVC pipe placed in a drilled hole inclined at an angle above horizontal, but in some holes, the pipe may be omitted. Horizontal drains shall be required to drain water from slopes and rock cuts, and from behind retaining walls at locations and elevations shown in the plans developed by the Design-Build Team and as directed by the Engineer.

#### **Materials**

Refer to Division 10 of the 2018 *Standard Specifications for Roads and Structures*.

<b>Item</b>	<b>Section</b>
PVC Pipe	1044-6

As shown in the plans developed by the Design-Build Team, use solid and slotted PVC Schedule 40 or Schedule 80 pipes for drain pipe. Provide slotted PVC pipe with 0.01-inch wide horizontal slots in the direction perpendicular to the pipe length and evenly spaced around and along the pipe so that the open area is at least one square inch per linear foot of pipe.

## Construction Methods

The Engineer will determine the number, location, elevation, inclination and length of horizontal drains required. The approximate known drain locations, elevations, inclination and lengths shall be shown in the plans developed by the Design-Build Team. Drain pipe requirements including those drains without pipes will also be determined by the Engineer and known pipe information shall be shown in the plans developed by the Design-Build Team.

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

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

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

## **SOUND BARRIER WALL**

(3-6-15) (Rev. 9-11-17)

### **(A) DESCRIPTION**

This work consists of furnishing concrete columns and all other materials; handling, transporting, fabricating, and storing materials; furnishing erection drawings, pile excavation, backfilling, erecting and installing the sound barrier wall members and all other materials as required by the plans developed by the Design-Build Team, the 2018 *Standard Specifications for Roads and Structures* and this Project Special Provision.

Unless otherwise approved by the Engineer, the Design-Build Team has a choice of ten or 15-foot pile spacing. Pile spacing greater than 15 feet will not be permitted. Provide consistent pile spacing the entire length of the wall. Use odd pile spacing, if necessary, only at the ends of the wall and at turning points, as approved by the Engineer.

Changes in top of wall elevations are permitted if gradual in accordance with the *Complete 540 Phase 2 Aesthetic Design Guide* dated December 2022 provided by the NCTA.



Elevation changes greater than one foot, if necessary, must be approved by NCTA and only be allowed at the end of the wall. Top of wall elevation changes that result in a jagged appearance shall not be allowed. Unless otherwise approved by NCDOT, the wall shall adhere to the Design Noise Report developed by the Design-Build Team.

**(B) ALTERNATE PILE SPACING**

As an alternate, the Design-Build Team may submit plans for pile spacing greater than ten feet and less than 15 feet for review and approval. A submittal reducing the post spacing shall include the material and design specifications. The submittal shall also include an elevation view depicting the revised post spacing and proposed top of wall elevations. The proposed top of wall elevations shall be equal to or greater than the dimensions shown in the Design Noise Report developed by the Design-Build Team. The excavated hole diameter, excavation depth and reinforcing steel shall be equal to the amount required for 15-foot pile spacing. A variance in the reinforcing steel will be allowed for the length of horizontal and number of vertical reinforcement bars in the precast panel for the alternate pile spacing.

Submit two sets of detailed plans for review. Include all details in the plans developed by the Design-Build Team. Have a North Carolina Registered Professional Engineer check, seal and date the aforementioned plans and, when requested, calculations.

**(C) MATERIALS AND FABRICATION**

Provide materials and fabricate members in accordance with this Project Special Provision and the requirements of Division 10 of the 2018 *Standard Specifications for Roads and Structures*.

**(D) CONSTRUCTION METHODS**

Complete the final survey of existing ground profile after clearing the sound barrier wall area, but prior to submitting any Working Drawings. Submit the final groundline survey with the Working Drawings.

Excavate holes with the diameters shown on the plans developed by the Design-Build Team. Perform pile excavation to the depths shown on the aforementioned plans and install piles as shown on the plans developed by the Design-Build Team with a tolerance of ½-inch per foot from vertical. Backfill excavations with concrete after placing piles.

**Pile Excavation** - 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 shall not be permitted to advance the excavation. Blasting for core removal shall only be permitted when approved by the Engineer. Dispose of drilling spoils in accordance with Section 802 of the 2018 *Standard Specifications for Roads and Structures* and as directed by the Engineer. Drilling spoils shall consist of all excavated material including, but not limited to, water removed from the excavation either by pumping 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 information 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 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 hole size and a minimum wall thickness of 1/4-inch.

**Concrete Placement** - Before placing concrete, center and support the pile in the excavation and check the water inflow rate in the excavation after any pumps have been removed. If the inflow rate is less than six inches 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 six inches per half hour, propose a concrete placement procedure to the Engineer. The Engineer shall approve the concrete placement procedure before placing any concrete.

Fill the excavation with Class A concrete in accordance with Section 1000 of the 2018 *Standard Specifications for Roads and Structures*, except as modified herein. Provide concrete with a slump of six to eight inches. Use an approved high-range water reducer to achieve this slump. Place concrete in a continuous manner and remove all casings.

## **JUNCTION BOXES (LIMITED ACCESS FACILITIES)**

### **Description**

The Design-Build Team shall furnish and install junction boxes with covers, graded stone, concrete collar and all necessary hardware in accordance with the plans and specifications. Comply with the provisions contained in the details of this provision. Provide Electronic Marking Balls to aid in locating junction boxes.

### **Materials**

#### **A. General**

Refer to Division 8 and 10 of the 2018 *Standard Specifications for Roads and Structures*.

<b>Item</b>	<b>Section</b>
Incidental Concrete Construction	825
#57 or #67 Washed Stone	1005
Portland Cement Concrete Production and Delivery	1000
Reinforcing Steel	1070

Furnish material, equipment, and hardware under this section that is pre-approved on the ITS and Signals QPL.

## **B. Junction Box**

Provide junction boxes with pull slots and at least two size 3/8-inch diameter stainless steel hex head cover bolts to match inserts in the box. Ensure junction boxes are provided with open bottoms.

Provide vertical extensions of six inches to 12 inches as required by project provisions. Provide the required logo on the cover. Provide pull slot(s) with stainless steel pin(s).

Provide third party certification that the junction boxes and covers meet ANSI/SCTE 77 2013 and Tier 22 loading. Provide certification that testing methods are compliant with ANSI/SCTE 77 2013.

Provide standard size junction boxes and covers with minimum outside dimensions of 18" (l) x 11" (w) x 12" (d). Provide a cover embossed with the following wording "NCTA Electrical."

Provide special oversized junction boxes and covers with minimum outside dimensions of 48" (l) x 30" (w) x 36" (d) where underground fiber-optic cable is to be installed on the trunkline (regardless of whether a splice enclosure is present) or as directed by the plans developed by the Design-Build Team.

Provide additional oversized junction boxes and covers as identified in the plans developed by the Design-Build Team where underground fiber-optic splice enclosures and conduit requirements require a junction box that is larger than what is listed above. Boxes of this nature can be supplied with a cover that is of a single or split cover design, but boxes with a split cover shall be supplied with a center brace to support the cover/lid.

For oversized and special oversized junction boxes, provide a cover embossed with the following wording "NCTA Fiber-Optic". Additionally, for junction boxes designated for fiber-optic cable, furnish an access point/hatch on the lid to allow access to the tracer wire bonding/isolation test switch that is located inside the junction box (See "Tracer Wire Bonding/Isolation Test Switch" requirements below).

For oversized and any special oversized junction boxes, provide junction boxes with mouse holes or knock-outs fabricated in the sides to accommodate conduit entrances. Boxes fabricated without mouse holes or knock-outs shall be approved by the manufacturer for field drilling conduit entrance holes. Consult the manufacturer to identify the amount of surface area that can be removed for field drilling conduit entrance holes without violating the boxes structural integrity. Upon request, provide written approval from the manufacturer stating their recommendations.

### **C. Electronic Marker Ball**

Furnish an electronic marking ball with a minimum life expectancy of 15 years that is locatable when buried up to five feet deep to aid in locating junction boxes. Ensure the marking ball is designed to be self-leveling to provide precise horizontal positioning of the marker ball electronics (internal passive antenna) once installed in a junction box. Ensure the marker balls are compatible with a Metro Mark - Passive Marker Locator Model #760DX or approved equivalent and are tuned to the following frequencies:

- Orange Ball - 101.4 KHz - Fiber Installations
- Red Ball - 169.8 KHz – Power Cable Installations

### **Tracer Wire Bonding/Isolation Test Switch**

For all junction boxes designated for “communications cable,” furnish as an integral part of the junction box assembly, a tracer wire access testing port via a retractable mechanism that allows easy access to the tracer wire system through a Bonding/Isolation switch. Ensure the Bonding/Isolation switch can be accessed through a small hatch located in the lid of the junction box. The hatch shall be designed into the lid and secured via a security bolt. The Bonding/Isolation switch must be retractable so it can be accessed without removing the lid of the junction box. The Bonding/Isolation switch shall include a minimum of five termination lugs for trace wires and one lug for grounding. Once the Bonding/Isolation switch is moved via the retractable mechanism, ensure the switch can be disengage effectively breaking the bond and allowing individual isolation of tracer wire circuits for locating. Ensure the Bonding/Isolation switch on the retractable mechanism is mounted in a location on the interior wall of the junction box which will not interfere with the installation or removal of the lid. When the Bonding/Isolation switch is pushed back down via the retractable mechanism, the Bonding/Isolation switch shall automatically return to a closed or bonded position.

Furnish a 5/8 inch by 10-foot, copper clad, ground rod to be driven inside the junction box.

For all junction boxes designated for “communications cable,” bond all tracer wires to the ground rod in accordance with the Junction Box detail drawing included in this provision.

### **Construction Methods**

#### **(A) Junction Boxes**

Install standard size junction boxes as shown in the plans developed by the Design-Build Team. When lateral runs for electrical cables are greater than 300 feet, install additional junction boxes to ensure distances between junction boxes does not exceed 300 feet.

Install special oversized junction boxes (and oversized junction boxes, if allowed by NCTA) at maximum intervals of 1500 feet unless otherwise approved by the Department.

Backfill beneath and around the boxes using #57 or #67 washed stone in conformance with Section 1005 of the 2018 *Standard Specifications for Roads and Structures*. Backfill beneath the box a minimum of 12 inches and around the exterior of the box a minimum of three inches.

Avoid placing junction boxes on slopes of 3:1 or greater.

I. Communications cables and power cables shall NOT share junction boxes.

**(B) Concrete Collar**

Install an eight-inch thick reinforced concrete collar that extends 12 inches for the edges of the junction box and complies with Section 825 of the 2018 *Standard Specifications for Roads and Structures*. Ensure the reinforcing of the concrete collar consist of two rectangular hoops of #4 rebar tied in the corners. Provide minimum Class B concrete. Fill construction joints between the junction box and the concrete with an expansion joint filler. Ensure concrete collar is installed flush with grade.

Do not place concrete collars around the additional special oversize box located at interchange ramp terminals.

**(C) Junction Box Installation Requirements**

Install all junction boxes flush with the surrounding grade.

**(D) Electronic Marker Ball**

Install the appropriate colored Marker Ball in each junction box upon completion of the junction box installation. Test to ensure that the Marker Ball is functioning properly with the approved electronic locator device. Record precise latitudinal and longitudinal coordinates for the location of each locate ball/junction box. See "GPS Coordinates" requirements below in this provision.

**(E) Tracer Wire Bonding/Isolation Switch**

For all junction boxes designated for communications cable, install a ground rod (5/8 inches by ten-foot, copper clad) in the junction box and secure a minimum of five feet of #14 AWG THWN, green insulated, 19-strand copper tracer wire to the ground rod using an approved bonding clamp. Secure the opposing end of the tracer wire to the main bonding lug located on the Bonding/Isolation switch. Test ground rod resistance to obtain 20 ohms or less reading and install one additional ground rod if the 20 ohms or less reading is not achieved.

Secure all tracer wires that originate from the same side of the junction box together using a gel-filled wire nut along with a minimum of five feet slack Green, #14 AWG, THWN tracer wire to form a connection to one of the termination ports on the Bonding/Isolation switch. Provide a permanent nylon tag to the tracer wire jumper close to the tracer wire terminal port that identifies the direction of the tracer wire system as it leaves the junction box. Use a black indelible ink pen or other approved method to label the nylon tag.

No splices of tracer wires are allowed outside of the interior portion of the junction box, unless approved by the Engineer. If external splices are necessary, use lockable connectors specifically manufactured for use in underground tracer wire systems. Connectors shall use a dielectric silicon filled compartment to seal out moisture and corrosion and shall be installed in a manner to prevent any uninsulated wire exposure. Gel-filled wire nuts are not acceptable for making splices outside of the junction box.

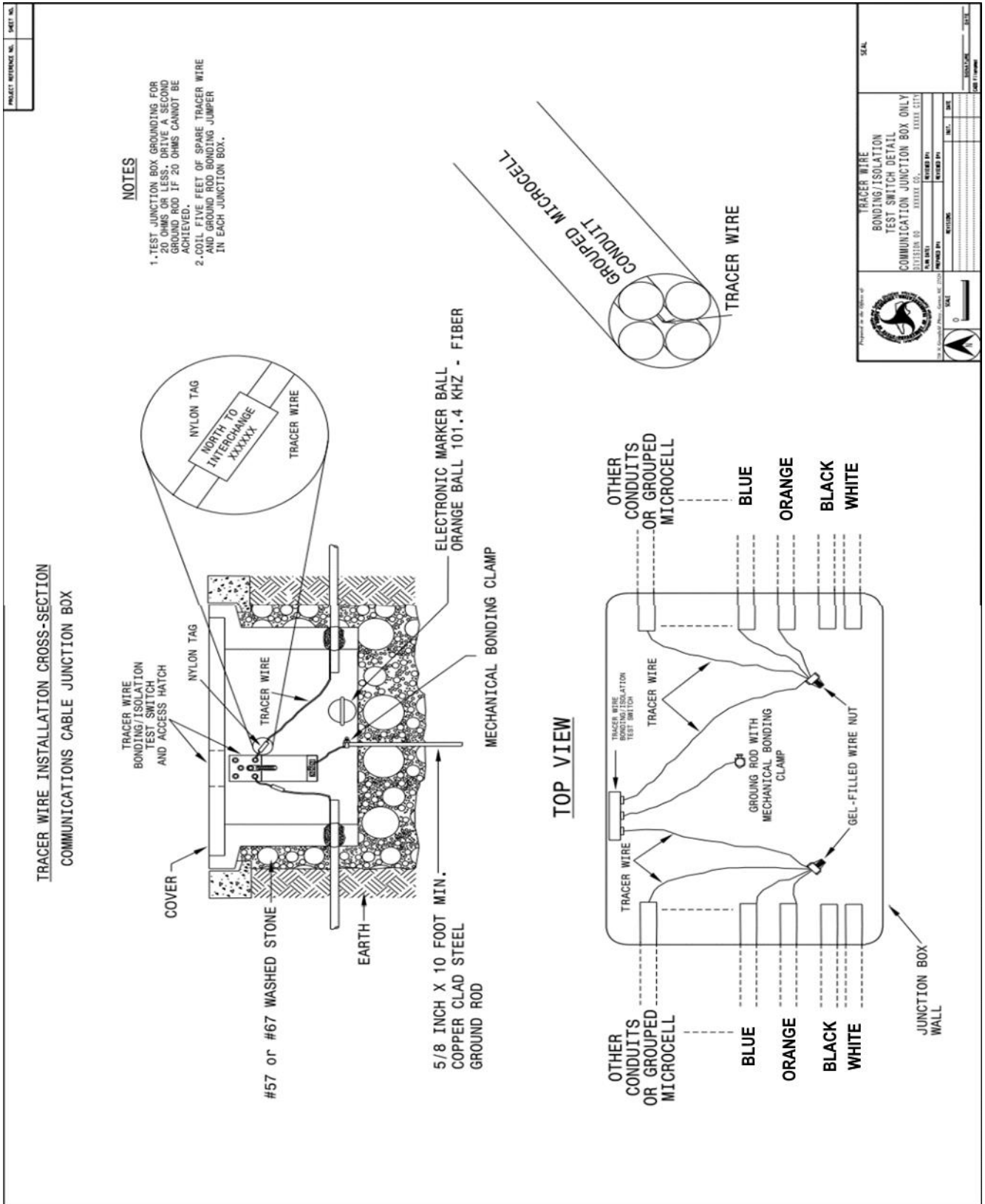
Upon completion and in the presence of the Engineer, test all legs of the tracer wire system using a tuned frequency transmitter and locator to ensure the tracer wire system forms a complete and operational system.

#### (F) GPS Coordinates

Provide real world coordinates for all junction boxes and equipment cabinets installed or used under this project. Provide the coordinates in feet units using the North Carolina State Plane coordinate system (1983 North American Datum also known as NAD '83). Furnish coordinates that do not deviate more than 1.7 feet in the horizontal plane and 3.3 feet in the vertical plane. Global positioning system (GPS) equipment able to obtain the coordinate data within these tolerances may be used. Submit cut sheets on the GPS unit proposed to collect the data for approval by the Engineer.

Provide a digital copy of all information regarding the location (including, but not limited to, manufacturer, model number, and NCDOT inventory number) in the Microsoft® spreadsheet shown by example below. Provide this information to the Engineer and the NCDOT ITS & Signals Management Section via the Design-Build Unit.

NCDOT Inv #	Name	Location	Latitude	Longitude	Manufacturer	Model #
05-0134	Equipment Cabinet	US 70 at Raynor Rd. / Auburn-Knightdale	-78.5500	35.6873	McCain	Type-332
05-0134	Junction Box # 1 (Phase 2 Side)	US 70 at Raynor Rd. / Auburn-Knightdale	-78.5516	35.6879	Quazite	PG1118BA12 (Box) PG118HA00 (Cover)
05-0134	Junction Box # 2 (Phase 2 Side)	US 70 at Raynor Rd. / Auburn-Knightdale	-78.5506	35.6876	Quazite	PG1118BA12 (Box) PG118HA00 (Cover)
05-0134	Junction Box # 3 (Near Cabinet)	US 70 at Raynor Rd. / Auburn-Knightdale	-78.5501	35.6873	Quazite	PG1118BA12 (Box) PG118HA00 (Cover)
05-0134	Junction Box # 4 (Phase 6 Side)	US 70 at Raynor Rd. / Auburn-Knightdale	-78.5486	35.6873	Quazite	PG1118BA12 (Box) PG118HA00 (Cover)
05-0134	Junction Box # 5 (Phase 6 Side)	US 70 at Raynor Rd. / Auburn-Knightdale	-78.5493	35.6876	Quazite	PG1118BA12 (Box) PG118HA00 (Cover)
05-0134	Junction Box # 6 (Phase 4 Side)	US 70 at Raynor Rd. / Auburn-Knightdale	-78.5503	35.6879	Quazite	PG1118BA12 (Box) PG118HA00 (Cover)



**ETHERNET CABLE****Description**

The Design-Build Team shall furnish and install Ethernet cable to serve as interconnect between Ethernet switches, PoE injectors, Signal Controllers and ITS devices.

**Materials**

Furnish CAT6 Ethernet cable or better that complies with ANSI/TIA Standards for Balanced Twisted-Pair Telecommunications Cabling and Components Standards. Furnish cable that is suitable for outdoor installation with UV stabilization and meets or exceeds the following:

- Meets ANSI/TIA 568C.2 Networking Standard
- Supports 10/100/1,000/10,000 Mbps
- 1,000Mbps @ 300 Meter Cable Length
- 10,000Mbps @ 50 Meter Cable Length
- 4 twisted pair cables
- 23 AWG (minimum) solid bare copper conductors (Copper clad aluminum is not allowed)
- 2+ twists per centimeter
- Nylon Spline to reduce cross talk
- Gel Filled High-density polyethylene insulation, PVC jacket
- Ascending/Descending Sequential Foot Markings
- Compliant with EIA/TIA standards
- UL/CSA listed
- UV Stabilized PE Jacket

Meets the following Minimum Electrical Operating Characteristics:

- Frequency Bandwidth: 1 - 250 MHz
- Attenuation (Insertion Loss): 19.8 dB
- Characteristic Impedance: 100 Ohms +/- 15
- Near-End Cross Talk - NEXT (Min.): 44.3 dB
- Power Sum Near-End Cross Talk PS-NEXT (Min.): 42.3 dB
- Equal-Level Far End Crosstalk (ELFEXT): 27.8 dB
- Power Sum Equal-Level Far End Crosstalk (PS-ELFEX): 24.8 dB
- Return Loss: 20.1 dB
- Delay Skew: 45 ns
- Connector Type: RJ45

The Ethernet cable shall be factory tested on reels for each pair's mutual capacitance, crosstalk loss, insulation resistance, and conductor resistance. Furnish the Engineer with a certified factory report for each reel showing compliance with these Project Special Provisions, the factory test



results and the manufactured date of the cable. The Design-Build Team shall not use Ethernet cable manufactured more than one year before the date of installation.

Provide RJ-45 connectors with gold conductors that are terminated according to EIA/TIA 568 standards. Provide connectors with eight contacts. Furnish connectors appropriately rated for the cable being installed.

Ethernet patch cables used to interconnect equipment inside of a cabinet or equipment rack shall be factory terminated. Ethernet cables which run outside of the cabinet may be field terminated. Ethernet cables installed inside of buildings to interconnect switching rack equipment shall bare the Low Smoke/Zero Halogen (LSZH) designation. Ethernet cables installed inside of buildings and passes from one equipment room to another may be field terminated. For Ethernet patch cables used to connect equipment inside an equipment rack cabinet, provide factory preterminated jumpers that minimize excessive slack that must be dressed inside the cabinet, but provides sufficient slack to make neat runs.

### **Construction Methods**

Install Ethernet cable in conduits, cabinets, junction boxes, risers and on aerial messenger cable at locations shown in the Plans developed by the Design-Build Team. Allow a minimum of ten feet of cable slack in the cabinet.

Ethernet cables shall not be spliced. Ethernet cables should not exceed lengths of 100 meters or 328 feet. In cases where the Ethernet cables exceed lengths of 100 meters or 328 feet, a signal regenerator or Ethernet extender shall be used. All Ethernet cables shall be labeled with waterproof, smear resistant labels. The labels shall denote the equipment cabinets or housing they are routed from and the device and device identifier they are connected to.

The Design-Build Team shall not exceed 80 percent of the manufacturer's maximum pulling tension when installing underground Ethernet cable. Use a clutch device (dynamometer) so as not to exceed the allowable pulling tension if the cable is pulled by mechanical means. Do not use a motorized vehicle to generate cable-pulling forces.

Keep tension on the cable reel and the pulling line at the start of each pull. Do not release the tension in the cable if the pulling operation is halted. Restart the pulling operation by gradually increasing the tension until the cable is in motion.

### **CONDUIT FOR JETTING FIBER**

#### **Description**

For jetted fiber installations, furnish and install conduit that is manufactured from High Density Polyethylene (HDPE) materials and has internal longitudinal ribbing and factory lubrication.

Furnish individual HDPE conduits (Traditional) and Grouped Microcell Conduits that are comprised of individual microducts manufactured into a multi-cell conduit configuration as

required by the plans developed by the Design-Build Team. Furnish individual HDPE conduits (Traditional) with an embedded tracer wire. See the “Traditional - HDPE Conduit” section below. Furnish grouped microcell conduits with an internal tracer wire.

HDPE conduit shall be suitable for direct buried applications through standard trenching, plowing and/or directional drilling operations.

Ensure the conduit is coilable and can be furnished on reels.

## **Materials**

Furnish material, equipment, and hardware under this section that is pre-approved on the ITS and Signals QPL on the Technical Proposal submittal date.

### **Solid Wall HDPE Conduit with Internal Ribbing (Traditional & Grouped Microcell)**

Use HDPE conduit that conforms to the material and dimensional requirements of UL Standard 651A. Provide conduit meeting Conduit trade Size and Standard Dimension Ratio (SDR) based on the fiber count as listed below or as required in the plans developed by the Design-Build Team. Ensure the supplied conduits meet or exceed the minimum wall thickness ratios (SDR) corresponding to EPEC-40 (Schedule 40) or EPEC-B (SDR 13.5) as listed in UL Standard 651A.

<b>HDPE CONDUIT SIZE and FIBER COUNT</b>		
<b>Traditional Conduit Trade Size</b>	<b>Fiber Count (Non-Micro-Fiber)</b>	<b>Furnish</b>
1"	12 - 96	EPEC-40
1 ¼"	12 - 144	EPEC-40
1 ½"	72 - 288	EPEC-B (SDR 13.5)
2"	288 - larger	EPEC-B (SDR 13.5)

Ensure the PE resin compounds used in manufacturing the conduit meet or exceed the cell classification PE 334480C (black with 2% minimum carbon black) or PE 334480E (colored conduit with UV inhibitors) in ASTM D3350 and the table below.

<b>RESIN PROPERTIES</b>		
<b>Property</b>	<b>Requirement</b>	<b>Test Method</b>
Density	0.940 g/cm <sup>3</sup> min.	ASTM D1505 ASTM D792 ASTM D4883
Melt Index (condition 190/2.16 is acceptable)	< 0.4 grams/10 minutes	ASTM D1238
Flexural Modulus	80,000 psi, min.	ASTM D790
Tensile Strength	Tensile Strength 3,000 psi, min.	ASTM D638
Elongation	Elongation 400%, min.	ASTM D638
Slow Crack Growth Resistance	An ESCR as per condition B, 10% IGEPAL requirement of F10 > 96 hrs is allowable	ASTM D1693
Hydrostatic Design Basis	“0” for Non-Pressure Rated Pipe	ASTM D2837
UV Resistance (Outdoor Conduit Only)	Stabilize with at least 2% by weight carbon black or colored with UV Inhibitor	ASTM D4218

Ensure the HDPE conduit is resistant to benzene, calcium chloride, ethyl alcohol, fuel oil, gasoline, lubricating oil, potassium chloride, sodium chloride, sodium nitrate and transformer oil and is protected against degradation due to oxidation and general corrosion.

Furnish all HDPE conduits with internal longitudinal ribbing and that is factory lubricated with a permanent coextruded internal layer to provide a low coefficient of friction of 0.20 or less in accordance with Telcordia GR-356.

Furnish coilable conduit that is supplied on reels in continuous lengths for transportation and storage outside. Ensure that the process of installing the coilable conduit on the reel does not alter the properties or performance of the conduit for its intended purpose.

### **Conduit Color Schemes**

Ensure for traditional conduits and grouped microcell conduits that multiple conduit colors can be provided in accordance with the plan requirements. For conduits manufactured with stripes, ensure that a minimum of three stripes are uniformly spaced around the conduit with 120 degrees of separation. Do not use “Solid Yellow” or “Black with Yellow Stripes” conduit. Furnish conduits in the following colors: Blue, Orange, Green, Red, and White.

Furnish grouped microcell conduit assemblies with an “Orange” outer sheath unless otherwise noted in the plans developed by the Design-Build Team or these project special provisions. An

alternate grouped microcell conduit outer sheath color may be submitted for approval by the Engineer.

### **Traditional - HDPE Conduit**

On traditional conduits, where multiple conduits are to be placed at the same time, furnish a minimum of one HDPE locatable conduit manufactured with a minimum of a #14 AWG solid copper (soft drawn or annealed per ASTM B3) tracer wire attached to the outer shell of the conduit. Ensure the locatable conduit is manufactured to the material and dimensional specifications of NEMA TC-7 for the wall type to be certified by the manufacturer.

Ensure the non-locatable standard wall supplied HDPE conduit is printed in accordance with the requirements of UL Standard 651A and is listed by a Nationally Recognized Testing Laboratory (NRTL). Ensure all non-locatable standard wall HDPE conduits are marked with information a. - f. below at two feet or less intervals. For locatable standard wall HDPE conduit, ensure the conduit is marked with information a. - e. below at two-foot or less intervals.

- a. Material: HDPE
- b. Trade Size: e.g., 2 inches
- c. Conduit Type: SDR 13.5 or EPEC-B
- d. Manufacturer's name or trademark
- e. Manufacturer's production code to identify manufacturing date, facility, etc.
- f. National Recognized Testing Laboratory (NRTL) symbol or listing number for the non-locatable wall types and manufacturer certified for the locatable wall types

### **Traditional - Mechanical Duct Plugs, Mechanical Fiber/Conduit Duct Plugs**

Provide reusable mechanical duct plugs to seal traditional HDPE conduits that are designated as spare or unused at the time of installation. Ensure the mechanical duct plug is sized to slip inside the conduit and can be tightened using compression to expand a seal creating a snug fit to ensure debris cannot enter the conduit system. Conduit plugs and/or caps that require special adhesive glues that permanently adhere the device to the conduit will not be accepted.

Provide mechanical fiber/conduit sealing split duct plugs designed to slip over the fiber cable and inside the HDPE conduit. Ensure mechanical fiber/conduit sealing split duct plugs through the use of compression have an expandable seal to ensure a snug fit around the fiber's outside diameter and the inside diameter of the conduit so debris cannot enter the conduit system. The use of a duct and conduit sealer or mastic which is of a putty-like compound shall not be used.

Ensure any duct plug used to seal a conduit with or without a fiber cable is removable and reusable. Conduit plugs are not required to be listed electrical devices.

### **Grouped Microcell Conduits**

Furnish individual microduct conduits that are bound together within and outer extruded 0.070" sheath of high-density polyethylene to form a grouped microcell conduit assembly. Ensure the

individual 22/16 mm microducts that form the grouped microcell conduit assembly have a SDR number less than or equal to 7.3.

Furnish grouped microduct conduit assemblies with a minimum allowable flexural modulus of  $5,625 \text{ Kg/cm}^2$  (80,000 psi) and a minimum Pipe Stiffness of  $49.2 \text{ Kg/cm}^2$  (699 psi). Ensure the completed grouped microcell conduit assembly is furnished with a minimum of two ripcords located along the outer sheath. The outer sheath of the grouped microcell conduit assembly shall not be adhered (glued) to the internal microcell conduits to allow for easy removal of outer sheath.

Furnish grouped microcell conduits assemblies with a preinstalled 14 AWG THWN solid copper soft drawn per ASTM B3 tracer wire located within the interior of the outer sheath. Grouped Microcell conduit assemblies with and internal tracer wire located inside an individual microduct conduit will not be accepted.

For overriding applications, where a new single microduct will be installed in an existing conduit system, furnish a microduct conduit with an SDR number less than or equal to 11 to serve as the new carrier pipe. For override applications, provide a microduct conduit sized as specified in the Plans developed by the Design-Build Team.

Ensure the individual microducts supplied by the manufacturer meet quality and verification testing in accordance with ASTM F2160 for materials and associated properties for cell classification PE 334480 C for black or E for color. Ensure the outer sheath of the group microcell conduit system is marked every two feet in accordance with ASTM F2160 standards to include the following a.-f. below:

- a. Material: HDPE
- b. Trade Sizes and # of microducts: e.g., 4-way 22/16 mm
- c. Conduit Type: SDR 7.3 or EPEC-7.3
- d. Manufacturer's name or trademark
- e. Manufacturer's production code to identify manufacturing date, facility, etc.
- f. Manufacturer certified meeting the material and dimensional microduct requirements

### **Microduct Couplers and End Caps**

Furnish gasketed couplers and gasketed end caps recommended by the manufacturer of the furnished microduct conduits for joining and sealing off the microduct conduit ends. Couplers and end caps shall be sized specifically for the microduct conduits and designed to be easily removed by hand and reusable.

At a minimum, couplers shall meet the required safety margins testing as outlined under Bell Core GR-356-CORE. Additionally, the couplers shall be tested to illustrate that the couplers are 100% airtight (no air loss) due to failure of couplers when pressure is raised from the 125 psi (maximum Bell Core GR-356-CORE pressure tested) to 175 psi  $23^{\circ} \text{ C} \pm 5^{\circ} \text{ C}$  ( $73^{\circ} \text{ F} \pm 9^{\circ} \text{ F}$ ) for five minutes.

## Pull Tape

Furnish pull tape manufactured out of ½-inch wide polyester material with a minimum of a #22 AWG solid PVC insulated tracer wire woven into the polyester material. Ensure the pull tape is pre-lubricated and has a minimum tensile strength of 1,250 lbs.

## Construction Methods General

Install traditional HDPE conduits and grouped microcell conduit assemblies utilizing the method identified in the plans developed by the Design-Build Team (trench, micro-trench, plow, directional drill, etc.). Comply with the following Sections in Article 1715-3 “Construction Methods” of the 2018 *Standard Specifications for Roads and Structures*, where applicable:

- Section 1715-3 (B) - Trenching
- Section 1715-3 (C) - Plowing
- Section 1715-3 (D) - Directional Drilling

<b>MINIMUM CLEARANCE REQUIREMENTS</b>	
<b>Man-made Structure or General Installations</b>	<b>Minimum Clearance Requirement (all distances are “averages”)</b>
Minimum/Maximum Conduit Depth Parallel to Interstate	30 inches/36 inches
Minimum/Maximum Conduit Depth crossing a Roadway (Perpendicular)	four feet or eight times the back reamer’s diameter, whichever is greater
Bridge Foundation	five feet horizontal and four feet vertical (clearances greater than minimum horizontal should continue to use the 4V:5H ratio, e.g., ten feet horizontal should be no deeper than eight feet)
Drainage Pipes 60 inches or Less	four feet below (while maintaining a minimum depth of 30 inches below grade)
Drainage Pipes Greater than 60 inches	four feet below (while maintaining a minimum depth of 30 inches below grade)
Box Culverts	four feet below (while maintaining a minimum depth of 30 inches below grade)
Slope Protection (rip rap)	two feet below
Slope Protection Foundation Footing	five feet below
Crossing Beneath Ditches	32 inches below bottom of ditch
Navigable Waters/Stream Crossings	six feet below

Follow industry accepted practices for installing the conduit(s) when trenching, plowing and/or directional drilling operations are required. Use pulling eyes or external conduit grips sized in accordance with the manufacture's recommendations for directional drilling operations. Where external grips are to be used, the ends of the conduits shall be sealed to prevent debris from entering as the conduit is being installed.

For any installation practices that require pulling of the conduits, use a breakaway swivel rated to not exceed the manufactures recommended working tensile load. When a field bend or elevation change in the conduit is required to work around obstructions or obstacles, do not violate the manufacturer's recommend safe working tensile load and minimum allowable bend radius.

Backfill and tamp trenches in six-inch lifts while removing any rocks or debris that could possibly damage the conduit system. Place non-detectable marker tape 12 inches below the final grade.

During installation of any conduit(s), temporarily install a mechanical duct plug (traditional) or end cap (microduct) on the exposed conduit ends to prevent any debris from entering the conduit. Install conduit(s) to enter and exit the junction boxes through the mouse holes, precast knockouts or field drilled conduit entrance holes. Sufficient slack conduit should be pulled into the junction box so the opposing ends overlap for joining. Adequate time should be given prior to joining to allow the conduit to relax and recover due to any elongation that may have occurred as it was being pulled into place. **Conduits installed for the purpose of jetting in fiber shall not enter or exit junction boxes through the bottom.**

Install quick setting, non-shrinking grout around the conduit openings to seal and hold the conduit in place as it enters and exits the junction boxes. Ensure the lowest conduit entering the junction box maintains a minimum of four-inch separation from the bottom layer of crushed stone located inside the junction box.

Ensure the orientation for conduits of the same color enter and exit the junction box positioned opposite each other so that when mating the conduit of the same color the ends will be in direct line with one another. During initial installations of the conduits ensure the opposing conduits are pulled into the junction box so the opposing ends overlap for joining and are properly sealed.

Install conduits in one continuous length between junction boxes. Joining conduits shall only be performed within junction boxes, unless otherwise approved by the Engineer (see "Conduit Integrity Testing" section of this Project Special Provision).

When temporarily joining conduits inside junction boxes to increase fiber jetting distances, use removable split couplers designed to be airtight to temporarily join the opposing ends. Prior to joining two conduits with a removable split coupler, use approved conduit shears to provide smooth, clean, square cuts on ends of the conduits. At the appropriate time during cable installation, the split couplers will need to be removed to allow for the specified slack loop length to be installed.

Final dressing of the conduits shall be done after the cable slack loops have been installed in each junction box. For the conduit sections where the cable has been installed, the conduit is to be slit and removed to four inches from the junction box wall. Consult the conduit manufacturer for determining the appropriate tools to be used that will protect the installed cables. A split expandable seal is to be placed around the cable into the end of each conduit end (see the “Jetting Operations” section of this Project Special Provision).

For the spare conduits, the duct ends are to be left overlapped for future use. All ends should be sealed using an expandable duct plug which is to be removed during the conduit integrity testing. Once the conduit integrity testing has been completed, the ends are to be sealed as outlined in “Duct Sealing” section of this Project Special Provision.

### **Conduit Integrity Testing**

Immediately upon completing the conduit installation or prior to installation of the fiber cable, the Design-Build Team shall ensure usability of the conduit system. This shall be done by conducting a mandatory “Conduit Integrity Tests” (CIT) on each individual conduit in the presence of the Engineer. The purpose of performing the CIT is to ensure there are no obstructions, leaks or other defects resulting from the conduits installation between access points (junction box locations). The CIT includes a series of three individual steps to be completed, prior to acceptance of the conduit system.

#### **CIT Steps**

- 1) Air Pressure Test
- 2) Shuttle/Mandrel Test
- 3) Sponge Test/Cleaning

#### **Air Pressure Test**

Seal the downstream end of the conduit with a pressure rated temporary end cap or plug and attach an airtight fitting with a quick connect air coupling and pressure gauge to compressor end of the conduit. Connect the compressor hose to the fitting with an inline pressure gauge and fill the conduit with compressed air raising the pressure to six bars (87 psi). Once the pressure has reached the designated level, wait to see if the pressure drops slightly and add additional air to reach the desired pressure level. Once the pressure level appears to have stabilized at the prescribed level, wait five minutes to see if the pressure remains stable. If the pressure reading remains stable or does not drop significantly (Minimal reductions of one to two pounds is acceptable) after a five minute lapse of time, then there is no leakage in the duct and the section being tested has passed.

If the pressure reading shows a significant drop-in pressure, then determine where the leakage is occurring, and take corrective actions. Note, the loss of pressure may be occurring at the coupler if it has not been properly installed. If it is at the coupling, in a handhole for example, correct it and retest. If the problem is found to be in the conduit between access points, notify the Engineer and make arrangements to replace or repair that section of conduit at no additional



expense to the Department (see “Repair of Conduit Segments” section of this Project Special Provision)

**Shuttle/Mandrel Test**

An obstruction or kink or some other defect in the installed conduit can be determined by a shuttle test. The test is conducted by using a shuttle that is 70 - 80% of conduits inner diameter that is either a sphere or a segment of fiber-optic cable with a length of three times the diameter of the conduit being tested. The shuttle is to be inserted into the conduit and passed through the conduit by applying compressed air. The pulling option is to pull a segmented mandrel through the conduit, designed for proving duct runs.

Provided the shuttle or mandrel passes through from end to end of the conduit, then the duct is considered to be acceptable for cable installation. If the shuttle mandrel fails to pass from end to end, then the conduit is either kinked or blocked. It will be the Design-Build Team’s responsibility to find the blockage or kinked location. For conduits that do not pass this test, notify the Engineer and make arrangements to replace or repair that section of conduit at no additional expense to the Department (see “Repair of Conduit Segments” section of this Project Special Provision).

**Sponge Test/Cleaning**

Installation of a test sponge as recommended by the jetting equipment or conduit manufacturer is to be used for cleaning and/or lubricating the conduits inner diameter from end to end, prior to cable installation. Two sponges are to be used for this purpose using the steps listed below:

1. From the jetting end blow one or two sponges through the conduit to the destination handhole. Inspect the sponges and repeat this step until the sponges are clean of dirt and debris after passing through the conduit system, then move to step 2.
2. At the jetting end of the conduit insert one sponge pushing it into the end of the conduit several inches.
3. Leave enough room to pour in the lubricant at the manufacturer’s suggested amount of lube for the diameter and distance the cable is to be jetted.
4. Lubricate and insert the second sponge into the end of the conduit.
5. Secure the conduit lead end to the jetting machine’s sealed air block and apply compressed air to blow the sponge and lubricant through the conduit.
6. The last step is to jet the fiber cable into the conduit.

### **Repair of Conduit Segments**

For HDPE Conduit segments (traditional and/or multicell) where the conduit failed to pass the CIT, notify the Engineer. The Engineer has the authority to require any of the following options regarding the damaged section of conduit:

- Replace the damaged section of conduit
- Allow the use of conduit couplers to replace the damaged section of the conduit
- Allow the damaged section to be repaired using the “HDPE pipe welding heat fusion” process

### **Conduit Sealing**

Immediately upon completing the CIT, install an approved mechanical duct plug or gasketed end coupler over the ends of all conduits to guard against debris or water entering the conduit.

### **Spare Conduits and Pull Tape**

For conduits designated to be used as spares, install a continuous section of pull tape through the conduit. Place the embedded tracer wire of the pull tape under the gel filled wire nut along with the other conduit’s internal tracer wire (Reference the “Tracer Wire Bonding/Isolation Test Switch” Section of the *Junction Boxes (Limited Access Facilities)* Project Special Provision found elsewhere in this RFP).

### **Jetting Fiber**

#### **A. General**

Furnish personnel trained in the operation of the fiber jetting machine and all safe operating procedures. Provide a fiber jetting machine complete with a head and feeder system with all necessary seals and nozzle attachments including a compressed air machine to facilitate installation of the fiber.

Provide couplers and split half couplers as necessary to make temporary joints of conduits to facilitate jetting of the fiber cable through midspan junction boxes. Ensure the couplers and split half couplers are designed to provide an airtight seal around the HDPE conduits and that they are reusable. Ensure split half couplers can be easily assembled and disassembled using standard wrenches and/or nut drivers and that couplers can easily be removed and reused.

Furnish a UL approved blowing lubricant recommended by the conduit manufacturer and approved by the fiber manufacturer that will not adversely affect the HDPE conduit nor the fiber-optic cable both during and after the cable jetting installation process.

Ensure the lubricant is designed to meet or exceed all cable blowing requirements with respect to viscosity, cling, drag, wetting and designed for use in the temperature range indicative of the environmental temperature when the cable is installed. Ensure the lubricant is safe to use and is

non-toxic, non-corrosive, non-flammable and does not stain, alter or cause a smearing effect to the required markings found on the outer sheath of the fiber-optic cable.

### **Jetting Operations**

Upon successful completion of the CIT procedures, begin jetting operations to install the fiber. Ensure the fiber reel and jetting machine are synchronized to minimize unnecessary pulling and jerking on the fiber cable as it is being removed from the reel during the installation process. Apply cable pulling lubricant as recommend by manufacturers to minimize the coefficient of friction and allow the cable to slide effortlessly through the conduit system.

During the jetting process, provide spare fiber at junction boxes and/or cabinets as required by the plans developed by the Design-Build Team. After the jetted fiber is installed, ensure that all spare conduits are sealed off with a mechanical sealing plug or gasketed end cap. For conduits that contain a fiber cable, install a mechanical fiber/conduit sealing split duct plug to seal the fiber and conduit from debris. Ensure any conduits designated as spare have a mechanical duct plug (Traditional) or gasketed end cap (Microcell) installed in the open ends to seal against debris entering the conduit system. A Moldable Duct Seal shall not be acceptable for spare conduits or conduits containing fiber when those conduits are installed for the future installation of fiber using the “Fiber Jetting Process” and when the installation of the conduit system is along a “Limited Access” or “Controlled Access Facility.”

### **DYNAMIC MESSAGE SIGN**

(5-24-18)

#### **(A) GENERAL REQUIREMENTS**

Type A Dynamic Message Signs (DMSs) used on the State Highway System shall be preapproved on the current NCDOT ITS & Signals 2018 Qualified Products List (QPL) by the date of installation. Type B DMS shall meet all requirements herein. DMSs not preapproved will not be allowed for use on the project.

To ensure compatibility with the existing DMS Control Software deployed in the State, furnish NTCIP compliant DMS that are fully compatible with the current control software in use by the Department (also referred to hereinafter as the “Control Software”). Contact the engineer to inquire about the current version being used.

#### **DMS Requirements**

Furnish and install DMS compliant with UL standards 48, 50 and 879.

Furnish, install, test, integrate and make fully operational the new DMS at locations shown in the Project Plans developed by the Design-Build Team.

Furnish operating DMS systems consisting of, but not limited to, the following:

- Large Walk-In Enclosure DMS for traffic management (Type A) off the Toll NC 540 corridor
  - Full Matrix, 96 pixels high and 288 pixels wide LED Walk-in DMS with 18" border
  - Mounting hardware to mount to proposed sign structure
- Large Front Access Color DMS for traffic management (Type B) on the Toll NC 540 corridor
  - Full Color Matrix, 96 pixels high and 368 pixels wide LED Front Access DMS
  - Mounting hardware to mount to proposed toll gantry
- DMS controllers, Uninterruptible Power Supplies (UPS), cabinets and accessories with interconnect and power cabling and conduit
- Branch circuit conductors and related equipment
- All other equipment and incidentals required for furnishing, installing, and testing the DMS system and system components

Use only UL listed and approved electronic and electrical components in the DMS system.

## **(B) MATERIALS**

### **Environmental and Operating Requirements**

Construct the DMS and DMS controller cabinet so the equipment within is protected against moisture, dust, corrosion, and vandalism. Design and construct the DMS unit for continuous usage of at least 20 years. Design the DMS system to comply with the requirements of Section 2.1 (Environmental and Operating Standards) of NEMA TS 4-2016.

### **Viewing Requirements for all DMS**

Each line of text should be clearly visible and legible to a person with 20/20 corrected vision from a distance of 900 feet in advance of the DMS at an eye height of 3.5 feet along the axis.

Any line must display equally spaced and equally sized alphanumeric individual characters. Each character must be at least 18 inches in height (unless otherwise noted in the plans) and composed from a luminous dot matrix.

### **Housing Requirements for all DMS**

Construct the external skin of the sign housing out of aluminum alloy 5052 H32 that is a minimum of 1/8 inches thick for all walk-in DMS and 0.090-inch-thick for all front access or embedded DMS. Ensure the interior structure is constructed of aluminum. Ensure that exterior seams and joints, except the finish coated face

pieces, are continuously welded using an inert gas welding method. Ensure that no internal frame connections or external skin attachments rely upon adhesive bonding. Ensure the sign housing meets the requirements of Section 3 of NEMA TS 4-2016.

Ensure that all drain holes and other openings in the sign housing are screened to prevent the entrance of insects. Ensure that the top of the housing includes multiple steel lifting eyebolts or equivalent hoisting points. Ensure hoist points are positioned such that the sign remains level when lifted. Ensure that the hoist points and sign frame allow the sign to be shipped, handled, and installed without damage. Ensure all external assembly and mounting hardware including, but not limited to, nuts, bolts, screws, and locking washers are corrosion resistant galvanized steel and are sealed against water intrusion. Ensure all exterior housing surfaces, excluding the sign face, and all interior housing surfaces are a natural aluminum mill finish. Ensure signs are fabricated, welded, and inspected in accordance with the requirements of the current ANSI/AWS Structural Welding Code-Aluminum. Do not place a manufacturer name, logo, or other information on the front face of the DMS or shield. Do not paint the stainless-steel bolts on the Z-bar assemblies used for mounting the enclosure.

### **Housing Requirements for Walk-in type DMS**

Ensure the sign housing meets the requirements of Section 3.2.8 of NEMA TS 4-2016. Stitch weld the exterior housing panel material to the internal structural members to form a unitized structure. Ensure that exterior mounting assemblies are fabricated from aluminum alloy 6061-T6 extrusions a minimum of 3/16 inches thick. Ensure housing access is provided through an access door at each end of the sign enclosure that meets the requirements of NEMA TS 4-2016, Section 3.2.8.1. Ensure the access doors include a keyed tumbler lock and a door handle with a hasp for a padlock. Ensure the doors include a closed-cell neoprene gasket and stainless-steel hinges. Install one appropriately sized fire extinguisher within 12 inches of each maintenance door. Ensure the sign housing meets the requirements of NEMA TS 4-2016, Section 3.2.8.3 for service lighting. All service lighting should be LED, incandescent and fluorescent lamps are not permitted. Ensure that the sign housing includes LED emergency lighting that automatically illuminates the interior when the door is open in the event of a power outage. Emergency lighting must be capable of operation without power for at least 90 minutes. Ensure the sign housing meets the requirements of NEMA TS 4-2016, Section 3.2.9 for convenience outlets.

### **Housing Requirements for Front Access DMS**

Comply with the requirements of Section 3.2.5 and 3.2.6 of NEMA TS 4-2016 as it applies to front access enclosures. The following requirements complement TS 4-2016. Ensure access door does not require specialized tools or excessive force to open. Provide multiple access doors that allow maintenance personnel access to 2 or 3 sign modules at a time. Vertically hinge the doors and design to swing out

from the face to provide access to the enclosure interior. Extend each door the full height of the display matrix. Provide a retaining latch mechanism for each door to hold the door open at a 90-degree angle. Each door will form the face panel for a section of the sign. Mount the LED modules to the door such that they can be removed from the door when in the open position. Other sign components can be located inside the sign enclosure and be accessible through the door opening. Provide for each door a minimum of two (2) screw-type captive latches to lock them in the closed position and pull the door tight and compress a gasket located around the perimeter of each door. Install the gasket around the doors to prevent water from entering the cabinet.

### **Housing Face Requirements for all DMS**

Ensure the sign face meets the requirements of NEMA TS 4-2016, Section 3.1.3. Protect the DMS face with contiguous, weather-tight, removable panels. The DMS front face shall be constructed with multiple rigid panels, each of which supports and protects a full-height section of the LED display matrix. The panels shall be fabricated using aluminum sheeting on the exterior and polycarbonate sheeting on the interior of the panel. These panels must be a polycarbonate material that is ultraviolet protected and have an antireflection coating. Prime and coat the front side of the aluminum mask, which faces the viewing motorists, with automotive-grade semi-gloss black acrylic enamel paint or an approved equivalent. Guarantee all painted surfaces provide a minimum outdoor service life of 20 years. Design the panels so they will not warp nor reduce the legibility of the characters. Differential expansion of the DMS housing and the front panel must not cause damage to any DMS component or allow openings for moisture or dust. Glare from sunlight, roadway lighting, commercial lighting, or vehicle headlights must not reduce the legibility or visibility of the DMS. Install the panels so that a maintenance person can easily remove or open them for cleaning.

### **Housing Face Requirements for Walk-in type DMS**

No exposed fasteners are allowed on the housing face. Ensure that display modules can be easily and rapidly removed from within the sign without disturbing adjacent display modules.

### **Housing Face Requirements for Front Access type DMS**

The DMS front face shall be constructed with multiple vertically hinged rigid door panels, each of which contains a full-height section of the LED display matrix.

Any exposed fasteners on the housing face must be the same color and finish as the housing face. Only captive fasteners may be used on the housing face.

**Housing Face Requirements for Embedded Front Access type DMS**

The DMS front face shall be constructed with a single, horizontally hinged rigid face panel which contains a full-height section of the LED display matrix.

Any exposed fasteners on the housing face must be the same color and finish as the housing face. Only captive fasteners may be used on the housing face.

**Sign Housing Ventilation System for all DMS**

Install a minimum of one (1) temperature sensor that is mounted near the top of the DMS interior. The sensor(s) will measure the temperature of the air in the enclosure over a minimum range of -40°F to +176°F. Ensure the DMS controller will continuously monitor the internal temperature sensor output and report to the DMS control software upon request.

Design the DMS with systems for enclosure ventilation, face panel fog and frost prevention, and safe over-temperature shutdown.

Design the DMS ventilation system to be thermostatically controlled and to keep the internal DMS air temperature lower than +140°F, when the outdoor ambient temperature is +115°F or less.

The ventilation system will consist of two or more air intake ports located near the bottom of the DMS rear wall. Cover each intake port with a filter that removes airborne particles measuring 500 microns in diameter and larger. Mount one or more ventilation fans at each intake port. These fans will positively pressure the DMS enclosure.

Design the ventilation fans and air filters to be removable and replaceable from inside the DMS housing. To ease serviceability, mount the ventilation fans no more than four (4) feet from the floor of the DMS enclosure. Position ventilation fans so they do not prevent removal of an LED pixel board or driver board.

Provide each ventilation fan with a sensor to monitor its rotational speed, measured in revolutions per minute and report this speed to the sign controller upon request.

The ventilation system will move air across the rear of the LED modules in a manner such that heat is dissipated from the LED's. Design the airflow system to move air from the bottom of the enclosure towards the top to work with natural convection to move heat away from the modules.

Install each exhaust port near the top of the rear DMS wall. Provide one exhaust port for each air intake port. Screen all exhaust port openings to prevent the entrance of insects and small animals.

Cover each air intake and exhaust port with an aluminum hood attached to the rear wall of the DMS. Thoroughly seal all intakes and exhaust hoods to prevent water from entering the DMS.

Provide a thermostat near the top of the DMS interior to control the activation of the ventilation system.

The DMS shall automatically shut down the LED modules to prevent damaging the LEDs if the measured internal enclosure air temperature exceeds a maximum threshold temperature. The threshold temperature shall be configurable and shall have a default factory setting of 140°F. The DMS provide an output to the controller to notify the Control Software when the DMS shuts down due to high temperature.

### **Sign Housing Ventilation System for Walk-in DMS**

Ensure the sign includes a fail-safe ventilation subsystem that includes a snap disk thermostat that is independent of the sign controller. Preset the thermostat at 140°F. If the sign housing's interior reaches 140°F, the thermostat must override the normal ventilation system, bypassing the sign controller and turning on all fans. The fans must remain on until the internal sign housing temperature falls below 115°F.

### **Sign Housing Photoelectric sensors**

Install three photoelectric sensors with ½ inch minimum diameter photosensitive lens inside the DMS enclosure. Use sensors that will operate normally despite continual exposure to direct sunlight. Place the sensors so they are accessible and field adjustable. Point one sensor north or bottom of the sign. Place the other two, one on the back wall and one on the front wall of the sign enclosure. Alternate designs maybe accepted, provided the sensor assemblies that are accessible and serviceable from inside the sign enclosure.

Provide controls so that the Engineer can field adjust the following:

- The light level emitted by the pixels in each Light Level Mode,
- The ambient light level at which each Light Level Mode is activated.

### **Display Modules**

Manufacture each display module with a standard number of pixels which can be easily removed. Assemble the modules onto the DMS assemblies contiguously to form a continuous matrix to display the required number of lines, characters, and character height.

Design display modules that are interchangeable, self-addressable, and replaceable without using special tools. Provide plug-in type power and



communication cables to connect to a display module. Ensure that the sign has a full matrix display area as defined in NEMA TS 4-2016, Section 1.6.

Design each module to display:

- All upper- and lower-case letters,
- All punctuation marks,
- All numerals 0 to 9,
- Special user-created characters or images.

Display upper-case letters and numerals over the complete height of the module. Optimize the LED grouping and mounting angle within a pixel for maximum readability.

**Furnish two (2) spare display modules per each DMS installed for emergency restoration.**

### **Discrete LEDs**

Provide discrete LEDs with a nominal viewing cone of 30 degrees with a half-power angle of 15 degrees measured from the longitudinal axis of the LED. Make certain, the viewing cone tolerances are as specified in the LED manufacturer's product specifications and do not exceed +/- 3 degrees half-power viewing angle of 30 degrees.

Provide LEDs that are untinted, non-diffused, high output solid state lamps utilizing AlInGaP technology for Red and InGaN technology for Green and Blue. No substitutions will be allowed. Provide LEDs that emit a full color.

Provide LEDs with a MTBF (Mean Time Before Failure) of at least 100,000 hours of permanent use at an operating point of 140° F or below at a specific forward current of 20mA. Discrete LED failure is defined as the point at which the LED's luminous intensity has degraded to 50% or less of its original level.

Obtain the LEDs used in the display from a single LED manufacturer. Obtain them from batches sorted for luminous output, where the highest luminosity LED is not more than fifty percent more luminous than the lowest luminosity LED when the LEDs are driven at the same forward current. Do not use more than two successive and overlapping batches in the LED display.

Individually mount the LEDs on circuit boards that are at least 1/16" thick FR-4 fiberglass, flat black printed circuit board in a manner that promotes cooling. Protect all exposed metal on both sides of the LED pixel board (except the power connector) from water and humidity exposure by a thorough application of acrylic conformal coating. Design the boards so bench level repairs to individual pixels, including discrete LED replacement and conformal coating repair is possible.

Operate the LED display at a low internal DC voltage not to exceed 24 Volts.

Design the LED display operating range to be  $-20^{\circ}$  F to  $+140^{\circ}$  F at 95% relative humidity, non-condensing.

Supply the LED manufacturer's technical specification sheet with the material submittals.

### **LED Power Supplies**

Power the LED Display by means of multiple regulated switching DC power supplies that operate from 120 volts AC input power and have an output of 24 volts DC or less. Wire the power supplies in a redundant parallel configuration that uses multiple power supplies per display. Provide the power supplies with current sharing capability that allows equal amounts of current to their portion of the LED display. Provide power supplies rated such that if one supply fails the remaining supplies will be able to operate their portion of the display under full load conditions (i.e., all pixels on at maximum brightness) and at a temperature of  $140^{\circ}$ F.

Provide power supplies to operate within a minimum input voltage range of +90 to +135 volts AC and within a temperature range of  $-22^{\circ}$  F to  $140^{\circ}$  F. Power supply output at  $140^{\circ}$  F must not deteriorate to less than 65% of its specified output at  $70^{\circ}$ F. Provide power supplies that are overload protected by means of circuit breakers, that have an efficiency rating of at least 75%, a power factor rating of at least .95, and are UL listed. Provide all power supplies from the same manufacturer and with the same model number for each Type of DMS. Design the power driver circuitry to minimize power consumption.

Design the field controller to monitor the operational status (normal or failed) of each individual power supply and be able to display this information on the Client Computer screen graphically. Color code power supply status, red for failed and green for normal. Provide power supply monitoring circuitry to detect power failure in the DMS and to automatically report this fault to the Control Software. This requirement is in addition to reporting power failure at the controller cabinet.

### **LED Pixels**

A pixel is defined as the smallest programmable portion of a display module that consists of a cluster of closely spaced discrete LEDs. Design each pixel with 20mm spacing.

Construct the pixels with strings of LEDs. It is the manufacturer's responsibility to determine the number of LEDs in each string to produce the candela requirement as stated herein.

Use continuous current to drive the LEDs at the maximum brightness level. Design the light levels to be adjustable for each DMS/controller so the Engineer may set levels to match the luminance requirements at each installation site.

Ensure each pixel produces a luminous intensity of 40 Cd when driven with an LED drive current of 20 mA per string.

Power the LEDs in each pixel in strings. Use a redundant design so that the failure of an LED in one string does not affect the operation of any other string within the pixel and does not lower the luminous intensity of the pixel more than 25% of the 40Cd requirement. Provide the sign controller with the ability to detect the failure of any LED string and identify which LED string has failed.

### **DMS Mini Controller**

Furnish and install a mini controller inside the DMS that is interconnected with the main controller using a fiber-optic cable, CAT-5 cable, or an approved alternate. The mini controller will enable a technician to perform all functions available from the main controller. Provide the mini controller with an LCD/keypad interface. Size the LCD display screen to allow preview of an entire one-page message on one screen. Provide a 4 X 4 keypad.

Alternatively, install an EIA/TIA-232E port inside the DMS enclosure to enable a maintenance technician to communicate with the DMS main controller and obtain access to and perform all functions of the main controller using a laptop computer.

### **DMS Enclosure Structure Mounting**

Mount the DMS enclosure and interconnect system securely to the supporting structures. Design the DMS enclosure supports and structure to allow full access to the DMS enclosure inspection door. Mount the DMS enclosure according to the manufacturer's recommendations.

Furnish and install U-bolt connections of hanger beams to truss chords with a double nut at each end of the U-bolt. Bring the double nuts tight against each other by the use of two wrenches.

Submit plans for the DMS enclosure, structure, mounting description and calculations to the Engineer for approval. Have such calculations and drawings approved by a Professional Engineer registered in the state of North Carolina, and bear his signature, seal, and date of acceptance.

Provide removable lifting eyes or the equivalent on the DMS enclosure rated for its total weight to facilitate handling and mounting the DMS enclosure.

Design the DMS structure to conform to the applicable requirements of Section 906 of the 2018 Standard Specifications for Roads and Structures and the section titled "DMS Pedestal Structure" of these Project Special Provisions.

### **DMS/DMS Controller Interconnect**

Furnish and install all necessary cabling, conduit, and terminal blocks to connect the DMS and the DMS controller. Use approved manufacturer's specifications and the project plans developed by the Design-Build Team for cable and conduit types and sizes. Use fiber-optic cable to interconnect sign and controller. Install fiber-optic interconnect centers in the sign enclosure and cabinet to securely install and terminate the fiber-optic cable. Submit material submittal cut sheets for the interconnect center.

### **DMS Controller and Cabinet**

Furnish and install one DMS controller with accessories per DMS in a protective cabinet. Controlling multiple DMS with one controller is allowed when multiple DMS are mounted on the same structure. Mount the controller cabinet on the Sign support structure. Install cabinet so that the height from the ground to the middle of the cabinet is 4 feet. Ensure a minimum of 24" x 36" level concrete working surface under each cabinet that provides maintenance technicians with a safe working environment.

Provide the DMS controller as a software-oriented microprocessor and with resident software stored in non-volatile memory. The Control Software, controller and communications must comply with the NTCIP requirements identified in these Project Special Provisions. Provide sufficient non-volatile memory to allow storage of at least 500 multi-page messages and a test pattern program.

Furnish the controller cabinet with, but not limited to, the following:

- Power supply and distribution assembly
- Power line filtering hybrid surge protectors
- Radio Interference Suppressor
- Communications surge protection devices
- Industrial-Grade UPS system and local disconnect
- Microprocessor-based controller
- Display driver and control system (unless integral to the DMS)
- RJ45 Ethernet interface port
- Serial interface port for local laptop computer
- Local user interface
- Interior lighting and duplex receptacle

- Adjustable shelves as required for components
- Temperature control system
- All interconnect harnesses, connectors, and terminal blocks
- All necessary installation and mounting hardware

Furnish the DMS controller and associated equipment completely housed in a Caltrans 336S cabinet made from 5052 H32 sheet aluminum at least 1/8" thick. Use natural aluminum cabinets. Perform all welding of aluminum and aluminum alloys in accordance with the latest edition of AWS D1.2, Structural Welding Code - Aluminum. Continuously weld the seams using Gas Metal Arc Welding (GMAW).

Slant the cabinet roof away from the front of the cabinet to prevent water from collecting on it.

Do not place a manufacturer name, logo or other information on the faces of the controller cabinet visible to the motorist.

Provide cabinets capable of housing the components and sized to fit space requirement. Design the cabinet layout for ease of maintenance and operation with all components easily accessible. Submit a cabinet layout plan for approval by the Engineer.

Locate louvered vents with filters in the cabinet to direct airflow over the controller and auxiliary equipment, and in a manner that prevents rain from entering the cabinet. Fit the inside of the cabinet, directly behind the vents, with a replaceable, standard size, commercially available air filter of sufficient size to cover the entire vented area.

Provide a torsionally rigid door with a continuous stainless-steel hinge on the side that permits complete access to the cabinet interior. Provide a gasket as a permanent and weather resistant seal at the cabinet door and at the edges of the fan/exhaust openings. Use a non-absorbent gasket material that will maintain its resiliency after long term exposure to the outdoor environment. Construct the doors so that they fit firmly and evenly against the gasket material when closed. Provide the cabinet door with louvered vents and air filters near the bottom as described in the paragraph above.

The cabinet shall contain a full-height standard EIA 19-inch rack. The rack shall be secured within the cabinet by mounts at the top and bottom.

The rack shall contain a minimum of one (1) pullout drawer. The drawer shall be suitable for storing manuals and small tools, such as screwdrivers. The drawer shall be able to latch in the out position to function as a laptop/utility shelf.

Provide a convenient location on the inside of the door to store the cabinet wiring diagrams and other related cabinet drawings. Provide a Corbin #2 main door lock made of non-ferrous or stainless-steel material. Key all locks on the project alike and provide 10 keys to the Engineer. In addition, design the handle to permit padlocking.

Provide the interior of the cabinet with ample space for housing the controller and all associated equipment and wiring; use no more than 75% of the useable space in the cabinet. Provide ample space in the bottom of the cabinet for the entrance and exit of all power, communications and grounding conductors and conduit.

Arrange the equipment to permit easy installation of the cabling through the conduit so that they will not interfere with the operation, inspection, or maintenance of the unit. Provide adjustable metal shelves, brackets or other support for the controller unit and auxiliary equipment. Leave a three-inch minimum clearance from the bottom of the cabinet to all equipment, terminals, and bus bars.

Provide power supply monitoring circuitry to detect power failure and to automatically report the occurrence to the Control Software.

Install two 15-watt fluorescent light strips with shields, one in the top of the cabinet and the other under the bottom shelf. Design both lights to automatically turn on when the cabinet door is opened and turn off when the door closes.

Mount and wire a 120V (+10%) GFCI duplex receptacle of the 3-wire grounding type in the cabinet in a location that presents no electrical hazard when used by service personnel for the operation of power tools and work lights.

No cabinet resident equipment shall utilize the GFCI receptacle. Furnish one spare non-GFCI receptacle for future equipment.

Mount a bug-proof and weatherproof thermostatically controlled fan and safety shield in the top of the cabinet. Size the fan to provide at least for two air exchanges per minute. Fuse the fan at 125% of the capacity of the motor. The magnetic field of the fan motor must not affect the performance of the control equipment. Use a fan thermostat that is manually adjustable to turn on between 80°F and 160° F with a differential of not more than 10° F between automatic turn-on and turn-off. Mount it in an easily accessible location, but not within 6 inches of the fan.

Install additional fans and/or heaters as needed to maintain the temperature inside the cabinet within the operating temperature range of the equipment within the cabinet as recommended by the equipment manufacturer(s).

## **Wiring**

The requirements stated herein apply wherever electrical wiring is needed for any DMS system assemblies and subassemblies such as controller cabinet, DMS enclosure, electrical panel boards etc.

Neatly arrange and secure the wiring inside the cabinet. Where cable wires are clamped to the walls of the control cabinet, provide clamps made of nylon, metal, plastic with rubber or neoprene protectors, or similar. Lace and jacket all harnesses or tie them with nylon tie wraps spaced at 6 inches maximum to prevent separation of the individual conductors.

Individually and uniquely label all conductors. Ensure all conductor labels are clearly visible without moving the conductor. Connect all terminal conductors to the terminal strip in right angles. Remove excess conductor before termination of the conductor. Mold the conductor in such a fashion as to retain its relative position to the terminal strip if removed from the strip. Do not run a conductor across a work surface, with the exception of connecting to that work surface. No conductor bundles can be support by fasteners that support work surfaces. Install all connectors, devices, and conductors in accordance to manufactures guidelines. Comply with the latest NEC guideline in effect during installation. No conductor or conductor bundle may hang loose or create a snag hazard. Protect all conductors from damage. Ensure all solder joints are completed using industry accepted practices and will not fail due to vibration or movement. Protect lamps and control boards from damage.

No splicing will be allowed for feeder conductors and communication cables from the equipment cabinet to the DMS enclosure.

Insulate all conductors and live terminals so they are not hazardous to maintenance personnel.

Route and bundle all wiring containing line voltage AC and/or shield it from all low voltage control circuits. Install safety covers to prevent accidental contact with all live AC terminals located inside the cabinet.

Use industry standard, keyed-type connectors with a retaining feature for connections to the controller.

Label all equipment and equipment controls clearly.

Supply each cabinet with one complete set of wiring diagrams that identify the color-coding or wire tagging used in all connections. Furnish a water-resistant packet adequate for storing wiring diagrams, operating instructions, and maintenance manuals with each cabinet.

**Power Supply and Circuit Protection**

Design the DMS and controller for use on a system with a line voltage of  $120V \pm 10\%$  at a frequency of  $60\text{ Hz} \pm 3\text{ Hz}$ . Under normal operation, do not allow the voltage drop between no load and full load of the DMS and its controller to exceed 3% of the nominal voltage.

Blackout, brownout, line noise, chronic over-voltage, sag, spike, surge, and transient effects are considered typical AC voltage defects. Protect the DMS system equipment so that these defects do not damage the DMS equipment or interrupt their operation. Equip all cabinets with devices to protect the equipment in the cabinet from damage due to lightning and external circuit power and current surges.

**Circuit Breakers**

Protect the DMS controller, accessories, and cabinet utilities with thermal magnetic circuit breakers. Provide the controller cabinet with a main circuit breaker sized according to the NEC. Use appropriately sized branch circuit breakers to protect the controller and accessories and for servicing DMS equipment and cabinet utilities.

Provide a subpanel in the sign enclosure with a main and branch circuit breakers sized appropriately per NEC.

Provide a detailed plan for power distribution within the cabinet and the sign. Label all breaker and conductor with size and loads. Have the plans signed and sealed by a NC registered PE and submit the plans for review and approval.

**Surge Suppressor**

Install and clearly label filtering hybrid power line surge protectors on the load side of the branch circuit breakers in a manner that permits easy servicing. Ground and electrically bond the surge protector to the cabinet within 2 inches.

Provide power line surge protector that meets the following requirements:



Peak surge current occurrences	20 minimum
Peak surge current for an 8 x 20 microsecond wave-shape	50,000 amperes
Energy Absorption	> 500 Joules
Clamp voltage	240 volts
Response time	<1 nanosecond
Minimum current for filtered output	15 amperes for 120VAC *
Temperature range	-40° F to +158° F

\*Capable of handling the continuous current to the equipment

### **Transients and Emissions**

DMS and DMS controller will be designed in such a way to meet the latest NEMA TS-4 for Transients and Emissions.

### **Transient Protection**

The RS232 and Ethernet communication ports in the DMS sign controller shall be protected with surge protection between each signal line and ground. This surge protection shall be integrated internally within the controller.

### **Lightning Arrester**

Protect the system with an UL-approved lightning arrester installed at the main service disconnect. It shall meet the following requirements:

Type of design	Silicon Oxide Varistor
Voltage	120/240 Single phase, 3 wires
Maximum current	100,000 amps
Maximum energy	3000 joules per pole
Maximum number of surges	Unlimited
Response time one milliamp test	5 nanoseconds
Response time to clamp 10,000 amps	10 nanoseconds
Response time to clamp 50,000 amps	25 nanoseconds
Leak current at double the rated voltage	None
Ground Wire	Separate

### **Uninterruptible Power Supply (UPS)**

Furnish UPS with external temperature monitoring that will shut off when running on battery power and the maximum operating temperature for the ethernet switch is reached.

Install UPS with RJ-45 ethernet network monitoring ports that can be disabled via the UPS software/firmware.

Contractor is responsible for supplying a UPS and batteries that can adequately power the cabinet load plus an additional 20% for a minimum of 4 hours. Contractor shall request the power requirements for any department supplied equipment prior to submitting UPS for approval. Allow eight (8) weeks for the department to supply equipment power requirements. Provide to the Engineer for Approval, a submittal package with Engineering Calculations consisting of, as a minimum, schematic drawing, technical data sheets, and supporting documentation. Ensure the documentation demonstrates, in theory, that the battery(ies) will provide for continuous operation for a minimum of four (4) consecutive hours with no additional charging.

Furnish and install one rack mounted UPS in each new cabinet that meet the following **minimum** specifications:

#### **Output**

Nominal Output Voltage	120V
Output Voltage Distortion	Less than 5% at full load
Output Frequency (sync to mains)	57 - 63 Hz for 60 Hz nominal
Crest Factor	up to 5:1
Waveform Type	Sine wave
Output Connections	(4) NEMA 5-15R

#### **Input**

Nominal Input Voltage	120V
Input Frequency	50/60 Hz +/- 3 Hz (auto sensing)
Input Connections	NEMA 5-15P
Input voltage range for main operations	82 - 144V
Input voltage adjustable range for mains operation	75 - 154 V

**Battery Type**

Maintenance-free sealed Lead-Acid battery with suspended electrolyte, leak-proof.

Typical recharge time 2 hours

**Communications & Management**

Interface Port(s) DB-9 RS-232, USB, RJ-45 Ethernet

Control panel LED status display with load and battery bar-graphs

**Surge Protection and Filtering**

Surge energy rating 480 Joules

**Environmental**

Operating Environment -32 - 165 °F

Operating Relative Humidity 0 - 95%

**Conformance**

Regulatory Approvals FCC Part 15 Class A, UL 1778

**Controller Communications Interface**

Provide the controller with the following interface ports:

- An EIA/TIA-232E port for remote communication using NTCIP
- An 10/100 Ethernet port for remote communication using NTCIP
- An EIA/TIA-232E port for onsite access using a laptop
- An EIA/TIA-232E auxiliary port for communication with a field device such as a UPS
- Fiber-optic ports for communication with the sign

**Controller Local User Interface**

Provide the controller with a Local User Interface (LUI) for at least the following functions:

- On/Off Switch: controls power to the controller.
- Control Mode Switch: for setting the controller operation mode to either remote or local mode.

- **LCD Display and Keypad:** Allow user to navigate through the controller menu for configuration (display, communications parameter, etc.) running diagnostics, viewing peripherals status, message creation, message preview, message activation, etc. Furnish an LCD display with a minimum size of 240x64 dots with LED back light.

### **Controller Address**

Assign each DMS controller a unique address. Preface all commands from the Control Software with a particular DMS controller address. The DMS controller compares its address with the address transmitted; if the addresses match, then the controller processes the accompanying data.

### **Controller Functions**

Design the DMS controller to continuously control and monitor the DMS independent of the Control Software. Design the controller to display a message on the sign sent by the Control Software, a message stored in the sign controller memory, or a message created on-site by an operator using the controller keypad.

Provide the DMS controller with a watchdog timer to detect controller failures and to reset the microprocessor, and with a battery backed-up clock to maintain an accurate time and date reference. Set the clock through an external command from the Control Software or the Local User Interface.

### **DMS Controller Memory**

Furnish each DMS controller with non-volatile memory. Use the non-volatile memory to store and reprogram at least one test pattern sequence and 500 messages containing a minimum of two pages of 45 characters per page. The Control Software can upload messages into and download messages from each controller's non-volatile memory remotely.

Messages uploaded and stored in the controller's non-volatile memory may be erased and edited using the Control Software and the controller. New messages may be uploaded to and stored in the controller's non-volatile memory using the Control Software and the controller.

## **1. Equipment List**

Provide a general description of all equipment and all information necessary to describe the basic use or function of the major system components. Include a general "block diagram" presentation. Include tabular charts listing auxiliary equipment if any is required. Include the nomenclature, physical and electrical characteristics, and functions of the auxiliary equipment unless such information is contained in an associated manual; in this case include a reference to the location of the information.

Include a table itemizing the estimated average and maximum power consumption for each major piece of equipment.

**2. Physical Description**

Provide a detailed physical description of size, weight, center of gravity, special mounting requirements, electrical connections, and all other pertinent information necessary for proper installation and operation of the equipment.

**3. Parts List**

Provide a parts list that contains all information needed to describe the characteristics of the individual parts, as required for identification. Include a list of all equipment within a group and a list of all assemblies, sub-assemblies, and replacement parts of all units. Arrange this data in a table, in alpha-numerical order of the schematic reference symbols, which gives the associated description, manufacturer's name, and part number, as well as alternate manufacturers and part numbers. Provide a table of contents or other appropriate grouping to identify major components, assemblies, etc.

**4. Character Set Submittal**

Submit an engineering drawing of the DMS character set including at a minimum, 26 upper case and lower-case letters, 10 numerals, 9 punctuation marks (. , ! ? – ‘ “ ; :) 12 special characters (# & \* + / ( ) [ ] < > @ ) and arrows at 0, 45, 90, 135, 180, 225, 270, and 315 degrees.

**5. Wiring Diagrams**

Provide a wiring diagram for each DMS and each controller cabinet, as well as interconnection wiring diagrams for the system as a whole.

**6. Routine of Operation**

Describe the operational routine, from necessary preparations for placing the equipment into operation to securing the equipment after operation. Show appropriate illustrations with the sequence of operations presented in tabular form wherever applicable. Include in this section a total list of the test instruments, aids and tools required to perform necessary measurements and measurement techniques for each component, as well as set-up, test and calibration procedures.

**7. Maintenance Procedures**

Specify the recommended preventative maintenance procedures and checks at pre-operation, monthly, quarterly, semi-annual, annual, and "as required" periods to assure equipment operates reliably to the Engineer. List specifications (including tolerances) for all electrical, mechanical, and other applicable measurements and/or adjustments.

## **8. Repair Procedures**

Include in this section all data and step by step procedures necessary to isolate and repair failures or malfunctions, assuming the maintenance technicians are capable of analytical reasoning using the information provided in the sections titled “Wiring Diagrams”, “Routine of Operation” and “Maintenance Procedures”

Describe accuracy, limits, and tolerances for all electrical, physical, or other applicable measurements. Include instructions for disassembly, overhaul, and re-assembly with shop specifications and performance requirements.

Give detailed instructions only where failure to follow special procedures would result in damage to equipment, improper operation, danger to operating or maintenance personnel, etc. Include such instructions and specifications only for maintenance that specialized technicians and engineers in a modern electromechanical shop would perform. Describe special test set-up, component fabrication, and the use of special tools, jigs, and test equipment.

## **(C) CONSTRUCTION METHODS**

### **1. Description**

This article establishes practices and procedures and gives minimum standards and requirements for the installation of Dynamic Message Sign systems, auxiliary equipment, and the construction of related structures.

Provide electrical equipment described in this specification that conforms to the standards of NEMA, UL, or Electronic Industries Association (EIA), wherever applicable. Provide connections between DMS equipment and DMS sign housing and electric utilities that conform to NEC standards.

Provide stainless steel screws, nuts, and locking washers in all external locations. Do not use self-tapping screws unless specifically approved by the Engineer. Use parts made of corrosion-resistant materials, such as plastic, stainless steel, brass, or aluminum. Use construction materials that resist fungus growth and moisture deterioration. Separate dissimilar metals by an inert dielectric material.

### **2. Layout**

The Engineer will establish the actual location of each Dynamic Message Sign assembly. It is the Design-Build Team’s responsibility to ensure proper elevation, offset, and orientation of all DMS assemblies. The location of service poles as well as conduit lengths shown in the plans developed by the Design-Build Team, are approximate based on available project data. Make actual field measurements to place conduit and equipment at the required location.

### 3. Construction Submittal

When the work is complete, submit "As-Built" Plans, inventory sheets and any other data required by the Engineer to show the details of actual construction and installation and any modifications made during installation.

The "as built" plans will show: the DMS, controller, and service pole locations; DMS enclosure and controller cabinet wiring layouts; Wiring Diagrams, Parts list; coordinates of the DMS and devices; and wire and conduit routing. Show horizontal and vertical locations of all underground conduits and cables dimensioned from fixed objects.

Include detailed drawings that identify the routing of all conductors in the system by cable type, color code, and function. Clearly label all equipment in the DMS system, controller cabinet, and DMS enclosure.

### 4. Conduit

Install the conduit system in accordance with Section 1715 of the 2018 *Standard Specifications for Roads and Structures* and NEC requirements for an approved watertight raceway.

Make bends in the conduit so as not to damage it or change its internal diameter. Install watertight and continuous conduit with as few couplings as standard lengths permit.

Clean conduit before, during, and after installation. Install conduit in such a manner that temperature changes will not cause elongation or contraction that might damage the system.

Attach the conduit system to and install along the structural components of the DMS structure assemblies with beam clamps or stainless-steel strapping. Install strapping according to the strapping manufacturer's recommendations. Do not use welding or drilling to fasten conduit to structural components. Space the fasteners at no more than 4 feet for conduit 1.5 inches and larger or 6 feet for conduit smaller than 1.25 inches. Place fasteners no more than 3 feet from the center of bends, fittings, boxes, switches, and devices.

Flexible conduit will only be allowed when the conduits transition from the horizontal structure segment to the horizontal truss segment and from the horizontal truss segment to the rear entrance of the DMS when installing the DMS communications and feeder cables. The maximum length of flexible conduit allowed at each transition will be 5 feet.

Do not exceed the appropriate fill ratio on all cable installed in conduit as specified in the NEC.

## **5. Wiring Methods (Power)**

Do not pull permanent wire through a conduit system until the system is complete and has been cleaned.

Color-code all conductors per the NEC. Use approved marking tape, paint, sleeves, or continuous colored conductors for No. 8 AWG and larger. Do not mark a white conductor in a cable assembly any other color.

Do not splice underground circuits unless specifically noted in the Project Plans.

## **6. Equipment and Cabinet Mounting**

Mount equipment securely at the locations shown in the project plans developed by the Design-Build Team, in conformance with the dimensions shown. Install fasteners as recommended by the manufacturer and space them evenly. Use all mounting holes and attachment points for attaching DMS enclosures and controller cabinets to the structures.

Drill holes for expansion anchors of the size recommended by the manufacturer of the anchors and thoroughly clean them of all debris.

Provide cabinets with all strapping hardware and any other necessary mounting hardware in accordance with these Project Special Provisions and the Project Plans.

Seal all unused conduit installed in cabinets at both ends to prevent water and dirt from entering the conduit and cabinet with approved sealing material.

Install a ground bushing attached inside the cabinet on all metal conduits entering the cabinet. Connect these ground bushings to the cabinet ground bus.

## **7. Work Site Clean-Up**

Clean the site of all debris, excess excavation, waste packing material, wire, etc. Clean and clear the work site at the end of each workday. Do not throw waste material in storm drains or sewers.

## **NTCIP REQUIREMENTS**

(1-2-18)

DB 08-04

This section defines the detailed NTCIP requirements for the DMSs covered by these Project Special Provisions and the project plans developed by the Design-Build Team.

### **(A) REFERENCES**

This specification references several standards through their NTCIP designated names. The following list provides the full reference to the current version of each of these standards.



Implement the most recent version of the standard including any and all Approved or Recommended Amendments to these standards for each NTCIP Component covered by these project specifications.

**Table 1: NTCIP Standards**

<b>Abbreviated Number</b>	<b>Full Number</b>	<b>Title</b>
NTCIP 1101	<b>NTCIP 1101:1997</b>	<i>Simple Transportation Management Framework</i>
NTCIP 1201	<b>NTCIP 1201:1997</b>	<i>Global Object Definitions</i>
NTCIP 1203	<b>NTCIP 1203:1997</b>	<i>Object Definitions for Dynamic Message Signs</i>
NTCIP 2001	<b>NTCIP 2001:1997</b>	<i>Class B Profile</i>
NTCIP 2101	<b>NTCIP 2101</b>	<i>SP-PMPP/232 Subnet Profile for PMPP over RS-232</i>
NTCIP 2102	<b>NTCIP 2102</b>	<i>SP-PMPP/FSK Subnet Profile for PMPP over FSK Modem</i>
NTCIP 2103	<b>NTCIP 2103</b>	<i>SP-PPP/232 Subnetwork Profile for PPP over RS232 (Dial Up)</i>
NTCIP 2104	<b>NTCIP 2104</b>	<i>SP-Ethernet Subnet Profile for Ethernet</i>
NTCIP 2201	<b>NTCIP 2201</b>	<i>TP-Null Transport Profile</i>
NTCIP 2202	<b>NTCIP 2202</b>	<i>TP-Internet Internet Transport Profile (TCP/IP and UDP/IP)</i>
NTCIP 2301	<b>NTCIP 2301</b>	<i>AP-STMF AP for Simple Transportation Management Framework</i>

## **(B) GENERAL REQUIREMENTS**

### **1. Subnet Level**

Ensure each serial port on each NTCIP Component supports NTCIP 2103 over a dial-up connection with a contractor-provided external modem with data rates of 28.8 kbps, 19.2 kbps, 14.4 kbps, 9600 bps, 4800 bps, 2400 bps, 1200 bps, 600 bps, and 300 bps. Enable the NTCIP Component to make outgoing and

receive incoming calls as necessary and support the following modem command sets:

- Hayes AT - Command Set
- MNP5
- MNP10
- V.42bis

Ensure each serial port on each NTCIP Component supports NTCIP 2103 over a null-modem connection with data rates of 19.2 kbps, 14.4 kbps, 9600 bps, 4800 bps, 2400 bps, 1200 bps, 600 bps, and 300 bps.

Ensure each serial port on each NTCIP Component supports NTCIP 2101 with data rates of 9600 bps, 4800 bps, 2400 bps, 1200 bps, 600 bps, and 300 bps.

Ensure NTCIP components support NTCIP 2102 and NTCIP 2104.

NTCIP Components may support additional Subnet Profiles at the manufacturer's option. At any one time, make certain only one Subnet Profile is active on a given serial port of the NTCIP Component. Ensure the NTCIP Component can be configured to allow the field technician to activate the desired Subnet Profile and provide a visual indication of the currently selected Subnet Profile.

## **2. Transport Level**

Ensure each NTCIP Component complies with NTCIP 2201 and 2202.

NTCIP Components may support additional Transport Profiles at the manufacturer's option. Ensure Response datagrams use the same Transport Profile used in the request. Ensure each NTCIP Component supports the receipt of datagrams conforming to any of the identified Transport Profiles at any time.

## **3. Application Level**

Ensure each NTCIP Component complies with NTCIP 1101 and 2301 and meets the requirements for Conformance Level 1 (NOTE - See Amendment to standard).

Ensure each NTCIP Component supports SNMP traps. An NTCIP Component may support additional Application Profiles at the manufacturer's option. Ensure Responses use the same Application Profile used by the request. Ensure each NTCIP Component supports the receipt of Application data packets at any time allowed by the subject standards.

## **4. Information Level**

Guarantee each NTCIP Component provides Full, Standardized Object Range Support of all objects required by these Special Provisions unless otherwise

indicated below. Make certain the maximum Response Time for any object or group of objects is 200 milliseconds.

Design the DMS to support all mandatory objects of all mandatory Conformance Groups as defined in NTCIP 1201 and NTCIP 1203. Table 2 indicates the modified object requirements for these mandatory objects.

**Table 2: Modified Object Ranges for Mandatory Objects**

<b>Object</b>	<b>Reference</b>	<b>Project Requirement</b>
ModuleTableEntry	NTCIP 1201 Clause 2.2.3	Contains at least one row with moduleType equal to 3 (software). The moduleMake specifies the name of the manufacturer, the moduleModel specifies the manufacturer's name of the component and the modelVersion indicates the model version number of the component.
MaxGroupAddresses	NTCIP 1201 Clause 2.7.1	At least 1
CommunityNamesMax	NTCIP 1201 Clause 2.8.2	At least 3
DmsNumPermanentMsg	NTCIP 1203 Clause 2.6.1.1.1.1	At least 1*
DmsMaxChangeableMsg	NTCIP 1203 Clause 2.6.1.1.1.3	At least 21
DmsFreeChangeableMemory	NTCIP 1203 Clause 2.6.1.1.1.4	At least 20 when no messages are stored.
DmsMessageMultiString	NTCIP 1203 Clause 2.6.1.1.1.8.3	The DMS supports any valid MULTI string containing any subset of those MULTI tags listed in Table 4
DmsControlMode	NTCIP 1203 Clause 2.7.1.1.1.1	Support at least the following modes:  Local  External central  Central Override

**\* Ensure the Permanent Messages display the content shown in Table 3.**

Ensure the sign blanks if a command to display a message contains an invalid Message CRC value for the desired message.

**Table 3: Content of Permanent Messages**

<b>Permanent Message Number</b>	<b>Description</b>
1	Permanent Message # 1 blanks the display (i.e., consists of an empty MULTI string). It has a run-time priority of one (1)

**Table 4: Required MULTI Tags**

<b>Code</b>	<b>Feature</b>
f1	field 1 - time (12hr)
f2	field 2 - time (24hr)
f8	field 8 – day of month
f9	field 9 – month
f10	field 10 - 2-digit year
f11	field 11 - 4-digit year
fl (and /fl)	flashing text on a line-by-line basis with flash rates controllable in 0.5 second increments.
fo	Font
jl2	Justification – line – left
jl3	Justification – line – center
jl4	Justification – line – right
jl5	Justification – line – full
jp2	Justification – page – top
jp3	Justification – page – middle
jp4	Justification – page – bottom
Mv	moving text
Nl	new line
Np	new page, up to 2 instances in a message (i.e., up to 3 pages/frames in a message counting first page)
Pt	page times controllable in 0.5 second increments.

The NTCIP Component implements all mandatory and optional objects of the

following optional conformance groups with FSORS.

### Test Heading

#### a. Time Management

As defined in NTCIP 1201

#### b. Timebase Event Schedule

As defined in NTCIP 1201. The following list indicates the modified object requirements for this conformance group.

**Table 5: Modified Object Ranges for the Timebase Event Schedule Conformance Group**

Object	Reference	Project Requirement
MaxTimeBaseScheduleEntries	NTCIP 1201 Clause 2.4.3.1	At least 28
maxDayPlans	NTCIP 1201 Clause 2.4.4.1	At least 14
maxDayPlanEvents	NTCIP 1201 Clause 2.4.4.2	At least 10

#### c. Report

As defined in NTCIP 1201. The following list indicates the modified object requirements for this conformance group.

**Table 6: Modified Object Ranges for the Report Conformance Group**

Object	Reference	Project Requirement
maxEventLogConfigs	NTCIP 1201 Clause 2.5.1	At least 50
eventConfigurationMode	NTCIP 1201 Clause 2.4.3.1	The NTCIP Component supports the following Event Configuration Modes: onChange greaterThanValue smallerThanValue
MaxEventLogSize	NTCIP 1201 Clause 2.5.3	At least 200
MaxEventClasses	NTCIP 1201 Clause 2.5.5	At least 16

**d. PMPP****e. Font Configuration**

As defined in NTCIP 1203. The following list indicates the modified object requirements for this conformance group.

**Table 7: Modified Object Ranges for the Font Configuration Conformance Group**

<b>Object</b>	<b>Reference</b>	<b>Project Requirement</b>
NumFonts	NTCIP 1203 Clause 2.4.1.1.1.1	At least 4*
MaxFontCharacters	NTCIP 1203 Clause 2.4.1.1.1.3	At least 127**

\* Upon delivery, the first font is a standard 18” font. The second font is a double-stroke 18” font. The third font is a 28” font. The fourth font is empty.

\*\* Upon delivery, the first three font sets are configured in accordance with the ASCII character set for the following characters:

- “A” thru “Z”- All upper-case letters.
- “0” thru “9”- All decimal digits.
- Space (i.e., ASCII code 0x20).
- Punctuation marks shown in brackets [ . , ! ? - ‘ ’ “ ” / ( ) ]
- Special characters shown in brackets [ # & \* + < > ]

**f. DMS Configuration**

As defined in NTCIP 1203.

**g. MULTI Configuration**

As defined in NTCIP 1203. The following list indicates the modified object requirements for this conformance group.

**Table 8: Modified Object Ranges for the MULTI Configuration Conformance Group**

<b>Object</b>	<b>Reference</b>	<b>Project Requirement</b>
DefaultBackgroundColor	NTCIP 1203 Clause 2.5.1.1.1.1	The DMS supports the following background colors: black
DefaultForegroundColor	NTCIP 1203 Clause 2.5.1.1.1.2	The DMS supports the following foreground colors: amber
DefaultJustificationLine	NTCIP 1203 Clause 2.5.1.1.1.6	The DMS supports the following forms of line justification: left center right full
defaultJustificationPage	NTCIP 1203 Clause 2.5.1.1.1.7	The DMS supports the following forms of page justification: top middle bottom
defaultPageOnTime	NTCIP 1203 Clause 2.5.1.1.1.8	The DMS supports the full range of these objects with step sizes no larger than 0.5 seconds
defaultPageOffTime	NTCIP 1203 Clause 2.5.1.1.1.9	The DMS supports the full range of these objects with step sizes no larger than 0.5 seconds
defaultCharacterSet	NTCIP 1203 Clause 2.5.1.1.1.10	The DMS supports the following character sets: eightBit

**h. Default Message Control** as defined in NTCIP 1203

**i. Pixel Service Control** as defined in NTCIP 1203

**j. MULTI Error Control** as defined in NTCIP 1203

**k. Illumination/Brightness Control**

As defined in NTCIP 1203. The following list indicates the modified object requirements for this conformance group.



**Table 9: Modified Object Ranges for the Illumination/Brightness Control Conformance Group**

<b>Object</b>	<b>Reference</b>	<b>Project Requirement</b>
dmsIllumControl	NTCIP 1203 Clause 2.8.1.1.1.1	The DMS supports the following illumination control modes: photocell timer manual
dmsIllumNumBrightLevels	NTCIP 1203 Clause 2.8.1.1.1.4	At least 16

**l. Auxiliary I/O****m. Scheduling**

As defined in NTCIP 1203. The following list indicates the modified object requirements for this conformance group.

**Table 10: Modified Object Ranges for the Scheduling Conformance Group**

<b>Object</b>	<b>Reference</b>	<b>Project Requirement</b>
NumActionTableEntries	NTCIP 1203 Clause 2.9.1.1.1.1	At least 21

**n. Sign Status** as defined in NTCIP 1203

**o. Status Error** as defined in NTCIP 1203

**p. Pixel Error Status** as defined in NTCIP 1203

**q. Fan Error Status** as defined in NTCIP 1203

**r. Power Status** as defined in NTCIP 1203

**s. Temperature Status** as defined in NTCIP 1203

Install necessary hardware for the support of items q, r, and s above.

**Table 11: Some Optional Object Requirements**

<b>Object</b>	<b>Reference</b>	<b>Project Requirement</b>
DefaultFlashOn	NTCIP 1203 Clause 2.5.1.1.1.3	The DMS supports the full range of these objects with step sizes no larger than 0.5 seconds
DefaultFlashOff	NTCIP 1203 Clause 2.5.1.1.1.4	The DMS supports the full range of these objects with step sizes no larger than 0.5 seconds
DmsMultiOtherErrorDescription	NTCIP 1203 Clause 2.7.1.1.1.20	If the vendor implements any vendor-specific MULTI tags, the DMS shall provide meaningful error messages within this object whenever one of these tags generates an error.

## 5. Documentation

Supply software with full documentation, including a CD-ROM containing ASCII versions of the following Management Information Base (MIB) files in Abstract Syntax Notation 1 (ASN.1) format:

- The relevant version of each official standard MIB Module referenced by the device functionality.
- If the device does not support the full range of any given object within a Standard MIB Module, a manufacturer specific version of the official Standard MIB Module with the supported range indicated in ASN.1 format in the SYNTAX and/or DESCRIPTION fields of the associated OBJECT TYPE macro. Name this file identical to the standard MIB Module, except that it will have the extension ".man".
- A MIB Module in ASN.1 format containing any and all manufacturer-specific objects supported by the device with accurate and meaningful DESCRIPTION fields and supported ranges indicated in the SYNTAX field of the OBJECT-TYPE macros.
- A MIB containing any other objects supported by the device.

Allow the use of any and all of this documentation by any party authorized by the Department for systems integration purposes at any time initially or in the future, regardless of what parties are involved in the systems integration effort.

**(C) NTCIP ACCEPTANCE TESTING**

Test the NTCIP requirements outlined above by a third-party testing firm. Submit to the Engineer for approval a portfolio of the selected firm. Include the name, address, and a history of the selected firm in performing NTCIP testing along with references. Also provide a contact person's name and phone number. Submit detailed NTCIP testing plans and procedures, including a list of hardware and software, to the Engineer for review and approval 10 days in advance of a scheduled testing date. Develop test documents based on the NTCIP requirements of these Project Special Provisions. The acceptance test shall use the NTCIP Exerciser, and/or other authorized testing tools and shall follow the guidelines established in the ENTERPRISE Test Procedures. Conduct the test in North Carolina on the installed system in the presence of the Engineer. Document and certify the results of the test by the firm conducting the test and submit to the Engineer for review and approval. In case of failures, remedy the problem and have the firm retest in North Carolina. Continue process until all failures are resolved. The Department reserves the right to enhance these tests as deemed appropriate to ensure device compliance.

**DMS TESTING REQUIREMENTS**

(1-2-18)

DB 08-04

**(A) GENERAL TEST PROCEDURE**

Test the DMS system in a series of design approval and functional tests. The results of each test must meet the specified requirements. These tests shall not damage the equipment. The Engineer will reject equipment that fails to fulfill the requirements of any test. Resubmit rejected equipment after correcting non-conformities and re-testing; completely document all diagnoses and corrective actions. Modify all equipment furnished under this contract, without additional cost to the North Carolina Department of Transportation, to incorporate all design changes necessary to pass the required tests.

Provide four copies of all test procedures and requirements to the Engineer for review and approval at least 30 days prior to the testing start date.

Only use approved procedures for the tests. Include the following in the test procedures:

- A step-by-step outline of the test sequence, showing a test of every function of the equipment or system tested
- A description of the expected nominal operation, output, and test results, and the pass/fail criteria
- An estimate of the test duration and a proposed test schedule
- A data form to record all data and quantitative results obtained during the test.
- A description of any special equipment, setup, manpower, or conditions required by the test

Provide all necessary test equipment and technical support. Use test equipment calibrated to National Institute of Standards and Technology (NIST) standards. Provide calibration documentation upon request.

Conform to these testing requirements and the requirements of these specifications. The Engineer will reject all equipment not tested according to these requirements. It shall be the Design-Build Team's responsibility to ensure the DMS system functions properly even after the Engineer accepts the DMS test results.

Provide 4 copies of the quantitative test results and data forms containing all data taken, highlighting any non-conforming results and remedies taken, to the Engineer for approval. An authorized representative of the manufacturer must sign the test results and data forms.

## **(B) DESIGN APPROVAL TESTS**

Design Approval Tests are applicable to DMS systems not currently on the QPL.

The Design Approval Tests consists of all tests described in Section 2.2 "DMS Equipment Tests" of NEMA TS 4-2005 (Hardware Standards for Dynamic Message Signs with NTCIP Requirements). Perform all tests and submit certified results for review and approval.

**PROTOTYPE** – Manufacture a prototype Dynamic Message Sign and controller of the type and size described in the project special provisions. In the Engineer's presence, test the prototype according to the Design Approval and Operational Tests. When all corrections and changes (if any) have been made, the Department may accept the prototype DMS and controller as the physical and functional standard for the system furnished under this contract. The Design-Build Team may use the prototype units on this project if, after inspection and rework (if necessary), they meet all physical and functional specifications. In the case of standard product line equipment, if the Design-Build Team can provide test results certified by an independent testing facility as evidence of prior completion of successful design approval tests, then the Engineer may choose to waive these tests.

In each Design Approval Test, successfully perform the Functional Tests described below. Apply the extreme conditions to all associated equipment unless stated otherwise in these Project Special Provisions (PSP).

## **(C) OPERATIONAL FIELD TEST (ON-SITE-COMMISSIONING)**

Conduct an Operational Field Test of the DMS system installed on the project to exercise the normal operational functions of the equipment. The Operational Field Test shall consist of the following tests as a minimum:

### **1. Physical Examination**

Examine each piece of equipment to verify that the materials, design, construction, markings, and workmanship comply with the mechanical, dimensional, and assembly requirements of these Project Special Provisions.

Perform the following tests as a minimum:

- Verify that all surfaces are free of dents, scratches, weld burns, or abrasions. Round sharp edges and corners.
- Verify bend radius of cables is not excessive or could potentially cause damage.
- Verify all modules, lamps, and components are properly secured.
- Verify that there are no exposed live terminals.

## **2. Continuity Tests**

Check the wiring to assure it conforms to the requirements of the appropriate paragraphs of this Special Provision.

## **3. Functional Tests**

Perform the following functional tests:

- Start-up and operate the DMS locally using a laptop computer.
- Use automatic (photo-electric sensor controlled), DMS Control Software to switch between “dim”, “normal”, and “bright” light levels.
- Operation of the DMS with all display elements flashing continuously for 10 minutes at the maximum flash rate.
- Exercise the DMS by displaying static messages, flashing messages, and alternating static and flashing message sequences.
- Automatically poll the DMS by the Control Software at various intervals and verify the data received by Control Software from DMS.
- Download and edit messages using Control Software.
- Execute status request on the DMS controller.
- Observe normal operations during uploading and downloading.
- Input and select messages from the sign controller’s local user interface.
- Test sequence activation at chosen intervals.
- Display and verify all stored messages.
- Verify resumption of standard operation upon interruption of electrical power.
- Demonstrate detected failures and response functions.
- Demonstrate proper operation of the Failure Log.
- Set controller clock using the Control Software.
- Execute system shutdown using the Control Software and local user interface.

- Verify detection of a power failure in the DMS enclosure and the report feature of the failure to the Control Software.

Approval of Operational Field Test results does not relieve the Design-Build Team to conform to the requirements in these Project Special Provisions. If the DMS system does not pass these tests, document a correction, or substitute a new unit as approved by the Engineer. Re-test the system until it passes all requirements.

## **DMS ASSEMBLIES**

(1-2-18)

DB 08-04

### **(A) DESCRIPTION**

This section includes all design, fabrication, furnishing and erection of the DMS structures, platforms, walkways, and ladders for access to the DMS inspection doors and attachment of the DMS enclosures to the structures in accordance with the requirements of these Project Special Provisions and the project plans developed by the Design-Build Team. Fabricate the supporting DMS assemblies from tubular steel. Furnish pedestal type or overhead type DMS assemblies as shown in the project plans developed by the Design-Build Team and as approved by the Engineer.

Cantilevered and Monotube (horizontal truss) DMS structures will not be allowed.

Provide pedestal DMS structures with a minimum of 25 feet clearance from the high point of the road to the bottom of the DMS enclosure.

Provide full-span overhead DMS structures with a minimum of 20 feet clearance from the high point of the road to the bottom of the DMS enclosure.

Design the DMS assemblies (including footings), DMS mounting assemblies, maintenance platforms, and access ladders and submit shop drawings to the Engineer for approval. A Professional Engineer that is registered in the state of North Carolina will prepare such computations and drawings. These must bear his/her signature, seal, and date of acceptance.

The provisions of Section 900 of the 2018 *Standard Specifications for Roads and Structures* apply to all work covered by this section.

The Design-Build Team shall furnish DMS S-dimension drawings for each proposed DMS to the Engineer for approval.

**(B) MATERIAL**

Use materials that meet the following requirements of the *2018 Standard Specifications for Roads and Structures*:

Structural Steel	Section 1072
Overhead Structures	Section 1096
Signing Materials	Section 1092
Organic-Zinc Repair Paint	Article 1080-9
Reinforcing Steel	Sub-article 1070
Direct Tension Indicators	Sections 440 and 1072

**(C) CONSTRUCTION METHODS****1. General**

Fabricate the new DMS assemblies, maintenance platforms, attachment hardware, and access ladders in accordance with the details shown in the approved shop drawings prepared by the Design-Build Team and the requirements of these Project Special Provisions.

No welding, cutting, or drilling in any manner will be permitted in the field, unless approved by the Engineer.

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 will not be permitted.

Erect the DMS in accordance with the requirements indicated on the plans developed by the Design-Build Team and in these Project Special Provisions. Field drill two holes per connection in the Z bars for attaching the DMS to the structure. Use two bolts at each connection. Provide two (2) U-bolts at each U-bolt connections such as 1) each truss chord to sign hanger, or 2) each truss chord to platform support. Provide two (2) U-bolts at each U-bolt connection where ends of truss chords are supported. Minimum diameter of all U-bolts shall be ½ inch.

Use two coats of a zinc-rich paint to touch up minor scars on all galvanized materials (Refer to Section 1076-6 of the *2018 Standard Specifications for Roads and Structures*).

For high strength bolted connections, provide direct tension indicator washers.

**2. Shop Drawing**

Submit to the Engineer for approval a complete design for the DMS assemblies (including footings), maintenance platforms, access ladders, DMS assembly hardware, brackets for supporting the DMS and maintenance platforms. Base the design on the line drawings and correct wind speed in accordance with the latest edition of the *AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 1st Edition, and the latest Interim Specifications.

The manufacturer of the DMS assembly must ensure that design of the assembly is compatible with the DMSs for mounting and attachment.

Submit six copies of completely detailed shop drawings and one copy of the design computations for the DMS assembly to the Engineer for approval prior to fabrication. Show in the shop drawings complete design and fabrication details including foundations, provisions for attaching the DMS, maintenance platform and access ladders to supporting structures, applicable material specifications, and any other information necessary for procuring and replacing any part of the complete DMS assembly.

Allow a minimum of 15 working days for shop drawing approval after the Engineer receives them. If revised drawings are necessary, allow an additional 15 working days for review and approval of final shop drawings.

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

### **3. Design and Fabrication**

For additional design and fabrication requirements, see Section 906 of the *2018 Standard Specifications for Roads and Structures*.

#### **Dynamic Message Sign Assemblies**

Fabricate the supporting structures using tubular members of either aluminum or steel, using only one type of material throughout the project.

Horizontal components of the supporting structures for overhead DMS shall be of a truss design to support the DMS. Truss centerline shall coincide with the centerline of the DMS design area shown on the structure line drawing developed by the Design-Build Team. Provide permanent camber in addition to dead load camber in accordance with the *AASHTO LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 1st Edition, and the latest Interim Specifications. Indicate on the shop drawings the amount of camber provided and the method employed in the fabrication of the support to obtain the camber.

For all U-bolt connections of hanger beams to overhead assembly truss chords, provide U-bolts with a flat washer, a lock washer, and double nuts at each end of the U-bolts. All double nuts that are on any U-bolt shall be the same thickness and weight. When assembled, the double nuts shall be brought tight against each other by the use of two wrenches.

Fabricate the attachment assembly for mounting DMS in a manner that will ensure easy removal the DMS.



**DMS Maintenance Platform (Walkway)**

Provide a maintenance platform, a minimum of three feet wide with open skid-resistant surface and safety railing on the DMS assemblies for access to the DMS inspection door. Provide platforms with fixed safety railings along both sides from the beginning of the platform to the inspection door.

Ensure the design, fabrication, and installation of the access platforms on new DMS structures complies with the following:

- The top of the platform grading surface is vertically aligned with the bottom of the DMS door. Ensure the platform extends from the DMS enclosure to the access ladder.
- The DMS door will open 90-degrees from its closed position without any obstruction from the platform or safety handrails.
- The platform is rigidly and directly connected to the walkway brackets and there is no uneven surface between sections.
- Install a 4" x 4" safety angle parallel to and along both sides of the platform and extend it the entire length of the platform. Design the safety angle to withstand loading equivalent to the platform.
- Ensure the platform design allows full access to the DMS enclosure inspection door with no interference or obstructions.

**DMS Access Ladder**

Provide a fixed ladder, of the same material as the DMS structures, leading to and ending at the access platform. Equip the ladder with a security cover (ladder guard) and lock to prohibit access by unauthorized persons. Furnish locks to operate with a Corbin #2 key and furnish two keys per lock. Design the rungs on 12-inch center to center typical spacing. The first ladder rung shall be no more than 18 inches above the landing pad. Attach the security cover approximately 6 feet above the concrete landing. Design the ladder and security cover as a permanent part of the DMS assembly and include complete design details in the DMS assembly shop drawings. Fabricate the ladder and cover to meet all OSHA requirements and applicable state and local codes including, but not limited to, providing a ladder cage.

Furnish and install a level concrete pad a minimum of 4 inches deep, 24 inches wide, and 36 inches long to serve as a landing pad for accessing the ladder. Design the landing pad to be directly below the bottom rung. Access to the ladder shall not be obstructed by the DMS foundation. Provide pre-formed or cast-in place concrete pads.

**OVERHEAD AND DYNAMIC MESSAGE SIGN FOUNDATIONS**

(9-11-17)

DB9 R07

**Description**

Sign foundations include foundations for overhead and dynamic message signs (DMS) supported by metal poles or upright trusses. Sign foundations consist of footings with pedestals or drilled piers with or without grade beams or wings, conduit and anchor rod assemblies. Construct sign foundations in accordance with the contract and accepted submittals. Define “cantilever sign” as an overhead cantilever sign support in accordance with Figure 1-1 of the 2013 AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 6<sup>th</sup> Edition, including the latest interim specifications and the latest interim revisions.

**Materials**

Use sign foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* Project Special Provision found elsewhere in this RFP.

**Subsurface Conditions**

Assume the following soil parameters and groundwater elevation for sign foundations unless these subsurface conditions are not applicable to sign locations:

- A. Unit weight ( $\gamma$ ) = 120 pcf,
- B. Friction angle ( $\phi$ ) = 30°,
- C. Cohesion (c) = 0 psf and
- D. Groundwater seven feet below finished grade.

A subsurface investigation shall be required if the Engineer determines these assumed subsurface conditions do not apply to a sign location and the sign cannot be moved. Subsurface conditions requiring a subsurface investigation shall include, but are not limited to, weathered or hard rock, boulders, very soft or loose soil, muck or shallow groundwater. No additional compensation or extension of completion date or time will be allowed for subsurface investigations.

**Subsurface Investigations**

Use a prequalified geotechnical consultant to perform one standard penetration test (SPT) boring in accordance with ASTM D1586 at each sign location requiring a subsurface investigation. Rough grade sign locations to within two feet of finished grade before beginning drilling. Drill borings to two drilled pier diameters below anticipated pier tip elevations or refusal, whichever is higher.

Use the computer software gINT version V8i or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide boring logs sealed by a geologist or engineer licensed in the state of North Carolina.

### **Sign Foundation Designs**

Design sign foundations for the wind zone and clearances shown in the plans developed by the Design-Build Team and the slope of finished grade at each sign location. Use the assumed soil parameters and groundwater elevation above for sign foundation designs unless a subsurface investigation is performed or required by the Engineer. For sign locations requiring a subsurface investigation, design sign foundations for the subsurface conditions at each sign location. Design footings, pedestals, drilled piers, grade beams and wings in accordance with the 2013 AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 6<sup>th</sup> Edition, including the latest interim specifications and the latest interim revisions. In some instances, conflicts with drainage structures may dictate sign foundation types.

Design footings in accordance with Section 4.4 of the AASHTO *Standard Specifications for Highway Bridges*. Do not use an allowable bearing pressure of more than 3,000 psf for footings.

Design drilled piers for side resistance only in accordance with Section 4.6 of the AASHTO *Standard Specifications for Highway Bridges* except reduce ultimate side resistance by 25% for uplift. Use the computer software LPILE Version 2016 or later manufactured by Ensoft, Inc. to analyze drilled piers. Provide drilled pier designs with a horizontal deflection of less than one inch at top of piers. For cantilever signs with single drilled pier foundations supporting metal poles, use wings to resist torsion forces. Provide drilled pier designs with a factor of safety of at least 2.0 for torsion.

For drilled pier sign foundations supporting upright trusses, use dual drilled piers connected with a grade beam having a moment of inertia approximately equal to that of either pier. The Broms' method is acceptable to analyze drilled piers with grade beams instead of LPILE. Use a safety factor of at least 3.5 for the Broms' design method in accordance with C13.6.1.1 of the 2013 AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 6<sup>th</sup> Edition, including the latest interim specifications and the latest interim revisions.

Submit boring logs, if any, working drawings and design calculations for acceptance in accordance with Article 105-2 of the 2018 *Standard Specifications for Roads and Structures*. Submit working drawings showing plan views, required foundation dimensions and elevations and typical sections with reinforcement, conduit and anchor rod assembly details. Include all boring logs, design calculations and LPILE output for sign foundation design submittals. Have sign foundations designed, detailed and sealed by an engineer licensed in the state of North Carolina.

## Construction Methods

Construct footings, pedestals, drilled piers, grade beams and wings and install anchor rod assemblies for sign foundations in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* Project Special Provision found elsewhere in this RFP. Submit boring logs, if any, working drawings and design calculations for acceptance in accordance with Article 105-2 of the 2018 NCDOT *Standard Specifications for Roads and Structures*. Submit working drawings showing plan views, required foundation dimensions and elevations and typical sections with reinforcement, conduit and anchor rod assembly details. Include all boring logs, design calculations and LPILE output for sign foundation design submittals. Have sign foundations designed, detailed and sealed by an engineer licensed in the state of North Carolina.

## CCTV CAMERA EQUIPMENT INFRASTRUCTURE

(1-11-23)

### (A) DESCRIPTION

Furnish and install CCTV camera field equipment cabinets and related equipment as described in this Section.

MVD equipment may be co-located with CCTV camera locations as shown in the *Complete 540 Phase 2 ITS and AET Concept Plan* dated April 11, 2023.

Provide a system to protect field devices and electronic equipment from lightning and surge protection using UL-listed surge protection devices.

### (B) MATERIAL

#### 1. CCTV Cameras

CCTV cameras will be procured by the Toll System Integrator.

#### 2. CCTV Camera Cabinet

Provide Type 336A CCTV camera cabinets that meet the following minimum requirements:

- Accommodate an Ethernet edge switch (supplied by NCDOT),
- Fiber-optic interconnect center,
- Grounding bus bar,
- 19-inch rack system for mounting of all devices in the cabinet,
- Pull-out shelf for laptop and maintenance use,
- Stationary shelf for shelf-mounting Ethernet edge switch,
- Fluorescent lighting,
- Ventilation fan,
- Thermostats,
- 120 VAC power supply,
- 120 VAC GFCI-protected duplex outlets for tools,
- 120 VAC surge protected duplex outlets for equipment,
- Lightning and surge protection on incoming and outgoing electrical lines (power and data),
- Transformers/power supplies,

- Power strip along vertical rail, and
- UPS with sufficient capacity to hold cabinet's electrical load for 4 hours.

Provide cabinets complete with a prefabricated cabinet shell and all internal components and equipment, back and side panels, front and back doors, terminal strips, cabling and harnesses, surge protection for power and communication circuits, power distribution blocks or assemblies, shelves, connectors, and all mounting hardware necessary for installation of equipment.

Provide the cabinets using unpainted sheet aluminum with a minimum thickness of 0.125 inch.

Provide pole-mounted versions of the 336A CCTV camera cabinet as shown in the *NCTA ITS Standard Details*. Provide a concrete maintenance pad with new CCTV camera cabinets. The maintenance pad shall measure 36" x 78", as shown in the *NCTA ITS Standard Details*.

Provide the rack assembly with a removable, standard 19-inch EIA compliant rack. Equip each cabinet with an aluminum storage compartment mounted in the rack assembly with the following dimensions ( $\pm 0.5$  inch): 16 inches wide, 14 inches long and 1.75 inches deep. Provide the compartment with ball-bearing telescoping drawer guides to allow full extension from the rack assembly. The storage compartment shall open to provide a full-depth storage space for cabinet documentation and other miscellaneous items. The storage compartment shall be of adequate construction to support a weight of 20 pounds without sagging when extended. The top of the storage compartment shall be hinged aluminum. Provide at least one removable metal full-depth shelf with each cabinet.

Provide all cabinets and exterior door seams with continuously welded seams and with smooth exterior welds. Provide all cabinets with two (2) full-size doors (one front, one back). Provide the doors with three hinges, or a full-length stainless steel piano hinge, with stainless steel pins spot-welded at the top. The hinges shall utilize stainless steel hinge pins. Mount the hinges so that they cannot be removed from the door or cabinet without first opening the door. Brace the door and hinges to withstand a 100-pound per vertical foot of door height load applied vertically to the outer edge of the door when standing open. There shall be no permanent deformation or impairment of any part of the door or cabinet body when the load is removed. Provide the cabinet door with a #2 Corbin lock. Provide two keys for each cabinet. Provide the cabinet doors so they can be padlocked. Provide door openings with double flanges on all four sides.

Doorstops shall be included at 90° and 180° positions. Provide both the door and the doorstop mechanism of sufficient strength to withstand a simulated wind load of five pounds per square foot of door area applied to both inside and outside surfaces without failure, permanent deformation, or compromising of door position and normal operation. Provide the cabinets without auxiliary police doors.

Ensure that cabinet doors include a gasket to provide a dust and weather-resistant seal when closed. Provide the gasket material with closed-cell neoprene and shall maintain its resiliency after exposure to the outdoor environment. The gasket shall show no sign of rolling or sagging and shall ensure a uniform dust and weather-resistant seal around the entire door facing.

### **Ventilation**

Provide a cooling fan in all cabinets with a minimum capacity of 100 CFM. Provide a thermostat to control the ventilation system.

Provide the cabinets with vent openings in the door to allow convection cooling of electronic components. Locate the vent opening on the lower portion of the cabinet door and cover fully on the inside with a commercially available disposable three-layer graded type filter.

Provide cabinets with a serial number unique to the manufacturer. Engrave the entire identification code on a metallic plate that is epoxied to the cabinet on the upper right-hand sidewall.

### **Electrical**

Provide a power distribution assembly that consists of power filters, transient voltage suppression, equipment grounding, main and branch circuit breakers for equipment, electrical outlets, lighting, and ventilation.

Provide AC isolation within the cabinet. Configure all cabinets to accept 120 VAC from the utility company.

Provide UL listed circuit breakers with an interrupt capacity of 5,000 amperes and insulation resistance of 100 M $\Omega$  at 500 VDC. Provide power distributions blocks for use as power feed and junction points for two and three wire circuits. The line side of each shall be capable of handling up to 2/0 AWG conductors. Isolate the AC neutral and equipment ground wiring and terminal blocks from the line wiring by an insulation resistance of at least 10 M $\Omega$  when measured at the AC neutral.

For components that are furnished by the Design-Build Team that are mounted on cabinet side panels, fasten with hex-head or Phillips-head machine screws. Install the screws into tapped and threaded holes in the panels. The components include, but are not limited to, terminal blocks, bus bars, and DC power supply chassis.

Tag and identify all cabinet wiring installed by the Design-Build Team using insulated pre-printed sleeves. The wire markers shall identify in plain words with sufficient details without abbreviations or codes.

Neatly arrange all wiring in the cabinet, firmly lace or bundle, and mechanically secure the wiring without the use of adhesive fasteners. Route and secure all wiring and cabling to avoid sharp edges and to avoid conflicts with other equipment or cabling. Terminate all wiring on a terminal block, strip, bus bar, device clamp, lug, or connector; do not splice any wiring. Label all wiring, cables, terminal strips, and distribution blocks provided by the Design-Build Team. Provide strain relief for all cabling.

### **Cable Terminations**

Terminate all field cabling on the respective surge protection devices for 4-wire EIA 568 data communications, and 24 VAC power cable.

### **Surge Suppression**

Provide surge protection both ahead of and behind the ITS device electronics for the cameras. All surge protection devices shall have an ambient operating temperature of -40 degrees F to 165 degrees F with 95 percent non-condensing relative humidity. All surge protection devices shall comply with the following standards:

- UL 1449 version 3 for electrical power, and

- UL 497B for paired data communications.

Provide surge protection for all four pairs of the Ethernet cable. Data voltage shall be 48 VDC. Surge protector will function with a Maximum Continuous Operating Voltage (MCOV) of 64VDC, and will clamp (on 1000VDC, 1mA, 10/1000  $\mu$ s waveform) at 72VDC +/- 5V. The maximum continuous current on data lines under normal conditions will be 1.5 A. The peak surge current that can be passed on any pair of data lines can be no more than 30A. Response time on data lines shall be no more than 1 pico-seconds.

### **Line Side CCTV Camera Power**

Each cabinet must be provided with a hybrid-type, power line surge protection device mounted inside the power distribution assembly. The protector must be installed between the applied line voltage and earth ground. The surge protector must be capable of reducing the effect of lighting transient voltages applied to the AC line. The protector must be mounted inside the power distribution assembly housing facing the rear of the cabinet. The protector must include the following features and functions:

- Maximum AC line voltage: 140 VAC,
- Twenty pulses of peak current, each of which must rise in 8 microseconds and fall in 20 microseconds to ½ the peak: 20,000 Amperes,
- The protector must be provided with the following terminals:
  - Main line (AC line first stage terminal),
  - Main neutral (AC neutral input terminal),
  - Equipment line out (AC line second stage output terminal, 19 amps),
  - Equipment neutral out (neutral terminal to protected equipment),
  - Ground (earth connection),
- The main AC line in and the equipment line out terminals must be separated by a 200 Microhenry (minimum) inductor rated to handle the 10 Amp AC service,
- The first stage clamp must be between main line and ground terminals,
- The second stage clamp must be between equipment line out and equipment neutral,
- The protector for the first and second stage clamp must have an MOV or similar solid-state device rated at 20 KA and must be of a completely solid-state design (i.e., no gas discharge tubes allowed),
- The main neutral and equipment neutral out must be connected internally and must have an MOV similar solid-state device or gas discharge tube rated at 20 KA between main neutral and ground terminals,
- Peak clamp voltage: 350 volts at 20 KA (voltage measured between equipment line out and equipment neutral out terminals. Current applied between main line and ground terminals with ground and main neutral terminals externally tied together),
- Voltage must never exceed 350 volts,
- The protector must be epoxy-encapsulated in a flame-retardant material,

- Continuous service current: 10 Amps at 120 VAC RMS, and
- The equipment line out must provide power to cabinet CCTV camera and communications equipment and to the 24V power supply.

**Load Side CCTV Camera Power**

Load side protection is designed to restrict surge current transients from entering the power source from the CCTV camera device and/or site. The surge protection for the CCTV camera power source shall have an operating voltage of 120 volts single phase and a maximum continuous operating voltage of 150 volts single phase.

The device's surge protection shall be rated at a minimum of 90,000 amps per phase and have maximum clamping voltage ratings of 330 volts at 500 amps, 395 volts at 3,000 amps, and 533 volts at 10,000 amps. The surge protection shall also be UL listed for a minimum suppressed voltage of 330 volts per line to the neutral/ground. The suppression device shall be of the metal oxide varistor (MOV) type.

**Load Side CCTV Camera Data**

Provide specialized surge protection devices at the supply and load sides of all low voltage connections to the CCTV camera device and its operating subsystems. Provide specialized surge protection devices at the supply and load sides of all low voltage Ethernet data connections between the CCTV camera and the CCTV camera cabinet. These connections include, but are not limited to, Ethernet data cables that comply with EIA requirements as detailed in the EIA-568 standard.

The surge protection shall have an operating voltage to match the characteristics of the CCTV camera, such as 24 volts of direct current (VDC) or 24 volts of alternating current and less than 5 VDC for data. These specialized surge protection units shall be UL listed according to the UL 497B (paired-data cable) standards. The minimum surge current rating for the surge protection shall be 2,000 amps for data and telecommunications and 2,000 amps for twisted pair video.

**Grounding**

Provide a cabinet grounding system for the CCTV camera cabinets as shown in the *NCTA ITS Standard Details*. Incorporate a means to bond (i.e., connect) all metal components of the camera and cabinets to the grounding system with a grounding cable that uses a mechanical connection on the equipment side and an exothermic welded connection at the down cable.

Provide a minimum of four grounding electrodes with a minimum length of 10 feet each and listed per UL requirements as detailed in the UL 467J standard. Provide copper clad or solid copper electrodes.

**Uninterruptible Power Supply (UPS)**

Furnish UPS with external temperature monitoring that will shut off when running on battery power and the maximum operating temperature for the ethernet switch is reached.

Install UPS with RJ-45 ethernet network monitoring ports that can be disabled via the UPS software/firmware.



Design-Build Team is responsible for supplying a UPS and batteries that can adequately power the cabinet load plus an additional 20% for a minimum of 4 hours. Design-Build Team shall request the power requirements for any department supplied equipment prior to submitting UPS for approval. Allow eight (8) weeks for the department to supply equipment power requirements. Provide to the Engineer for Approval, a submittal package with Engineering Calculations consisting of, as a minimum, schematic drawing, technical data sheets, and supporting documentation. Ensure the documentation demonstrates, in theory, that the battery(ies) will provide for continuous operation for a minimum of four (4) consecutive hours with no additional charging.

Furnish and install one rack-mounted UPS in each new cabinet that meet the following **minimum** specifications:

### **Output**

Nominal Output Voltage	120V
Output Voltage Distortion	Less than 5% at full load
Output Frequency (sync to mains)	57 - 63 Hz for 60 Hz nominal
Crest Factor	up to 5:1
Waveform Type	Sine wave
Output Connections	(4) NEMA 5-15R

### **Input**

Nominal Input Voltage	120V
Input Frequency	50/60 Hz +/- 3 Hz (auto sensing)
Input Connections	NEMA 5-15P
Input voltage range for main operations	82 - 144V
Input voltage adjustable range for mains operation	75 - 154 V

### **Battery Type**

Maintenance-free sealed Lead-Acid battery with suspended electrolyte, leak-proof.

Typical recharge time	2 hours
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### **Communications & Management**

Interface Port(s)	DB-9 RS-232, USB, RJ-45 Ethernet
Control panel	LED status display with load and battery bar-graphs

### **Surge Protection and Filtering**

Surge energy rating	480 Joules
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**Environmental**

Operating Environment	-32 - 165 °F
Operating Relative Humidity	0 - 95%

**Conformance**

Regulatory Approvals	FCC Part 15 Class A, UL 1778
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**(C) CONSTRUCTION METHODS****1. General**

Locate and mark proposed cabinet locations in the field. Do not construct any conduits or junction boxes to proposed devices until the device locations are approved by NCTA.

**2. Electrical and Mechanical Requirements**

Ground all equipment as called for in the *Standard Specifications*, these Project Special Provisions, and the *NCTA ITS Standard Details*.

Furnish all tools, equipment, materials, supplies, and hardware necessary to support a fully operational CCTV camera system as depicted in the *NCTA ITS Standard Details*.

**3. CCTV Camera Assemblies**

CCTV camera assemblies will be installed and tested by the Toll System Integrator.

**4. CCTV Camera Cabinet**

Mount the CCTV camera cabinet on the pole supporting the CCTV camera it controls using approved hardware and attachment brackets. Mount the cabinet 4 feet from the ground to the center of the cabinet. Furnish and install a cabinet mounting adapter bracket as necessary to ensure all metal pole hand holes are accessible. Have NCTA approve the proposed mounting position prior to attaching the CCTV camera cabinet to the pole.

Ground all cabinets in accordance with the requirements of these Project Special Provisions. Keep the ground wire from the cabinet ground bus bar to the ground rod assembly or array as short as possible. Ensure the ground wire is not in contact with any other part of the cabinet.

Tag and identify all cabinet wiring installed by the Design-Build Team using insulated pre-printed sleeves. The wire markers shall identify in plain words with sufficient details without abbreviations or codes.

Neatly arrange all wiring, firmly lace or bundle, and mechanically secure the wiring without the use of adhesive fasteners. Route and secure all wiring and cabling to avoid sharp edges and to avoid conflicts with other equipment or cabling. Terminate all wiring on a terminal block, strip, bus bar, device clamp, lug, or connector, do not splice any wiring. Label all wiring, cables, terminal strips, and distribution blocks installed by the Design-Build Team. Provide strain relief for all cabling.

Fasten all components installed by the Design-Build Team to be mounted on cabinet side panels with hex-head or Phillips-head machine screws. Install the screws into tapped and threaded holes in the panels. The components include, but are not limited to, terminal blocks, bus bars, and DC power supply chassis.

Terminal strips shall be provided with the cabinets to support Ethernet communications and the 24 VAC power as will be required for power and data.

## **5. Power Service**

Provide 120 VAC power as shown on the *NCTA ITS Standard Details*. Comply with the *Electrical Service* section of these Project Special Provisions.

## **6. Grounding**

Ground the CCTV camera pole and subsystems in accordance with the special details in the *NCTA ITS Standard Details*.

### **Device Line Side**

Connect the surge protection devices on the CCTV camera power source on the line side. This device shall provide protection between line-to-neutral, line-to-ground, line-to-line and neutral-to-ground.

### **Device Load Side**

Connect the surge protection devices in the power line side ahead of all CCTV camera electronic equipment. This installation technique is designed to restrict earth current transients induced within the ground or directly from the power source from entering the ITS device through the incoming 120/240-volt power circuit. This device shall provide protection between line-to-neutral, line-to-ground, line-to-line and neutral to ground.

### **Device Data**

Connect the specialized surge protection devices at the supply and line sides of all Ethernet connections to the CCTV camera device and its operating subsystems.

## **7. GPS Coordinates**

Provide real world coordinates for all junction boxes and equipment cabinets installed or utilized under this project as described in Section 1716-3 of the *Standard Specifications*.

## **MICROWAVE VEHICLE DETECTION INFRASTRUCTURE**

(1-11-23)

Furnish and install MVD field equipment cabinets and related equipment as described in this Section.

MVD equipment may be co-located with CCTV camera locations as shown in the *Complete 540 Phase 2 ITS and AET Concept Plan* dated April 11, 2023.

Provide a system to protect field devices and electronic equipment from lightning and surge protection using UL listed surge protection devices.

**(A) MATERIALS****1. MVD Sensors**

MVD sensors will be procured by the Toll System Integrator.

**2. MVD Cabinet**

Furnish MVD cabinets to terminate the field wiring, house the surge protection devices and electrical breakers, power supplies, fiber-optic cable termination and Ethernet edge switch as listed below:

<b>Device</b>	<b>Master MVD Type 336 Cabinet</b>	<b>Slave NEMA 4 MVD Cabinet</b>
Backplane	X	X
120V Electrical Breakers	X	
Power Supplies	X	
120V Surge Suppression	X	
24V Surge Suppression	X	2X
Fiber-Optic Patch Panel	X	
Ethernet Edge Switch*	X	

\* Supplied by NCDOT

Provide a concrete maintenance pad with new MVD cabinets. The maintenance pad shall measure 36" x 78", as shown in the *NCTA ITS Standard Details*.

**Master MVD Type 336 Cabinet**

Provide a new pole-mounted cabinet (Type 336-size, minimum) with a prewired backplane with DIN rails to mount the above devices described below. Provide cabinet assemblies that comply with NEMS TS-2 1998 and UL 508 standards. The backplane shall be securely bolted to the cabinet wall or 19" rack or other rigid mounting.

Provide 120V AC surge protection, breakers and power supply(s). Surge protection shall be three-stage with surge arresting diodes and gas discharge tubes.

**Slave MVD NEMA 4X Cabinet**

Provide Type 5052 H-32 aluminum NEMA 4X cabinet. Slave cabinets may be used when the MVD unit does not (or will not) contain a 120 VAC power service drop and fiber-optic drop cable. Provide continuously welded seams. Include weldnuts for mounting the backplane. Provide full-length stainless steel hinges. Furnish seamless polyurethane door gaskets. Provide cabinets with either a hinged padlock or No. 2 door lock. Coordinate with the TSI to determine the cabinet size. Minimum size shall be 10"x 8"x 6" or larger as needed to house the required devices. Provide mounting brackets for mounting on MVD poles. Provide doors that open 180 degrees.

Furnish a grounding lug and cable grips to secure cables. Provide a cabinet with a prewired backplane. Provide knockouts suitable for providing water tight connections.

**Backplane**

Furnish a backplane with two DIN rails to mount the above described devices. Furnish DIN-rail mounted terminal blocks for terminating device, field wiring.

All DIN-rail mounted devices shall operate at either 120V AC or 24V DC. Devices shall have pluggable screw terminal mounted on a DIN rail.

Ambient operating temperature is -40 degrees to 185 degrees F.

**(B) CONSTRUCTION METHODS****1. MVD Sensors**

MVD sensors will be installed and tested by the Toll System Integrator.

**2. MVD Cabinet**

Install a new MVD pole-mounted master and slave cabinets and install the backplane. Install the DIN-rail mounted surge protection, power supply, breakers and other communications devices. Terminate the field and communications wiring on the terminal blocks. Terminate the fiber-optic drop cable in a master Type 336 cabinet patch panel. For NEMA 4X MVD slave cabinets, the cable connection to the master cabinet will be provided by the Toll System Integrator.

**3. GPS Coordinates**

Provide real world coordinates for all junction boxes and equipment cabinets installed or utilized under this project as described in Section 1716-3 of the *Standard Specifications*.

**COMMUNICATIONS HARDWARE**

(5-24-18)

**(A) GENERAL**

This section details the requirements for communication hardware to support traffic data collection, traffic management devices, wrong-way detection, etc. Ethernet switches will be provided by NCDOT.

Furnish and install one open, non-lockable, 19-inch communications with no side panels in each AET vault. Install the racks in locations as directed by the Engineer. Provide enough rack space to house the fibers designated for each location plus 50% spare space.

**(B) MATERIALS****1. Hub Cabinet**

*Standards:* Ensure that the hub cabinet complies with the following standards:

- ANSI;
- ASTM;
- IMSA;
- ISO 9001;
- NEC;
- NEMA TS-2; and
- UL listed.

*Functional:* Furnish a Caltrans Type 333 hub cabinet meeting the following minimum requirements:

Side-by-side, double doors on both front and rear of cabinet

- Fiber-optic splice centers
- Grounding bus bar
- 19-inch rack system for mounting of all devices in the cabinet
- Pull-out shelf for laptop and maintenance use
- Maintenance access connections
- Fluorescent lighting
- Ventilation fans
- 120VAC power supply
- 120VAC ground fault circuit interrupter (GFCI)-protected duplex outlets for tools
- 120VAC surge-protected duplex outlets for equipment
- Sunshields
- Lightning and surge protection on incoming and outgoing electrical lines (power and data)
- Power strip along vertical rail
- Air conditioner for cooling Ethernet hub switch
- UPS with sufficient capacity to hold hub's electrical load for 4 hours

*Physical Features:* Provide cabinets that are completely weatherproof to prevent the entry of water. Provide cabinet and door exterior seams that are continuously welded and all exterior welds are smooth. Provide cabinets with two full-size doors with three hinges or a full-length stainless-steel piano hinge, with stainless steel pins spot-welded at the top. Provide hinges that utilize stainless steel hinge pins. Provide hinges that are mounted so that they cannot be removed from the door or cabinet without first opening the door. Provide door and hinges braced to withstand a 100-pound per vertical foot of door height load applied vertically to the outer edge of the door when standing open. Ensure that there is no permanent deformation or impairment of any part of the door or cabinet body when the load is removed. Provide cabinet

door fitted with a #2 Corbin lock. Provide two keys for each cabinet. Provide cabinet doors that are also pad lockable. Provide door openings that are double flanged on all four sides.

Provide cabinets constructed of unpainted sheet aluminum alloy H5052-H32 with a minimum thickness of 0.125 inch.

Provide the hub cabinet with sunshields outside to deflect solar heat away from the cabinet. The sunshields must be offset a minimum of one inch from the exterior cabinet walls. Ensure that the sunshields are fabricated from 5052-H32 aluminum sheet that is 0.125-inch thick, and that sunshield corners are rounded and smoothed for safety. Mount the sunshields on standoffs at the top and each side of the cabinet.

Provide doorstops at 90 and 180-degree positions. Ensure that both the door and the doorstop mechanism are of sufficient strength to withstand a simulated wind load of five pounds per square foot of door area applied to both inside and outside surfaces without failure, permanent deformation, or compromising of door position and normal operation. Do not provide auxiliary police doors.

Ensure that cabinet doors include a gasket to provide a dust and weather-resistant seal when closed. Ensure that the gasket material is closed-cell neoprene and maintains its resiliency after exposure to the outdoor environment. Ensure that the gasket shows no sign of rolling or sagging and provide a uniform dust and weather-resistant seal around the entire door facing.

Provide cabinets that include predrilled holes of standard diameter and bolt pattern with four (4) anchor bolts with each cabinet unit as part of the unit price bid. Provide a panel with each cabinet that matches the rest of the cabinet; and is held in place by four bolts provided with the panel. Drill or punch the panel to accommodate the bolts; the drill holes shall match the bolt pattern of the base cabinet of the cabinet. Provide a panel designed to be fitted in the interior of the cabinet and fabricated of the same material and thickness as the cabinet bottom.

Provide rails to create a cage to mount hardware, wiring panels and miscellaneous mounting brackets. Provide rails constructed of .1345-inch steel or .105-inch stainless steel. Provide rails with a keyhole design with slots 2 inches on center with a top opening of 5/8 inch in diameter to allow the insertion of a .625-inch by 1-inch carriage bolt. Ensure that the rails are 1.5 to 2 inches wide by .5 inches deep. Drill and tap the rails for 10-32 screws or rack screws with EIA universal spacing.

Provide rack assemblies that have a removable, standard 19-inch EIA compliant rack. The rack shall have a clearance between the rails of 17.5 inches.

Equip each cabinet with an aluminum storage compartment mounted in the rack assembly with the following dimensions ( $\pm 0.5$  inch): 16 inches wide, 14 inches long, and 1.75 inches deep. Provide compartment with ball-bearing telescoping drawer guides to allow full extension from the rack assembly. Ensure that when extended, the storage compartment opens to provide storage space for cabinet documentation and other miscellaneous items. Ensure that the storage compartment is of adequate construction to support a weight of 20 pounds when extended.

without sagging. Provide a top to the storage compartment that is hinged aluminum. Provide two (2) removable metal shelves with each cabinet.

Furnish a cabinet base extender with each hub cabinet that complies with the requirements of the “Equipment Cabinet Base Extender” section of these Project Special Provisions.

*Lighting:* Provide the field cabinet with two 20-watt fluorescent lamps and clear shatterproof shield assemblies which are mounted on the inside front and rear top of the cabinet. Ensure that these lamps are unobstructed and able to cast light on the equipment. Equip the field cabinet with door-actuated switches so that the lamps automatically turn on when either cabinet door is opened and go off when the doors are closed.

*Electrical:* Provide a service panel assembly to function as the entry point for AC power to the cabinet and the location for power filtering, transient suppression, and equipment grounding. Provide AC isolation within the cabinet. Configure cabinet to accept 120 VAC from the utility company.

Provide circuit breakers that are UL listed and have an interrupt capacity of 5,000 amperes and insulation resistance of 100 MΩ at 500 VDC. Provide power distribution blocks that are suitable for use as power feed and as junction points for two and three wire circuits. Ensure that the line side of each block is capable of handling up to 2/0 AWG conductors. Ensure that the AC neutral and equipment ground wiring and terminal blocks are isolated from the line wiring by an insulation resistance of at least 10 MΩ when measured at the AC neutral.

Provide UL listed surge protection devices according to the UL 1449, 2nd edition standard that comply with the NEMA requirements as detailed in the NEMA LS 1 (1992) standard.

Provide branch circuits, surge protection devices, and grounding for the ITS device-connected load served by the cabinet, including ventilation fans, internal lights, electrical receptacles, etc., as shown on the plans developed by the Design-Build Team. Terminate field wiring on terminal blocks with the voltage and current rating of the terminal block is greater than the voltage and current rating of the wire fastened to it.

Furnish a power distribution assembly that fits in the EIA 19-inch rack and provides for protection and distribution of 120VAC power.

Ensure that ground bus bars are fabricated from a copper alloy material compatible with copper wire. Use ground bus bars that have at least two positions where a #6 AWG stranded copper wire can be attached.

Mount the ground bus bar on the side of the cabinet wall adjacent to the service panel assembly for the connection of AC neutral wires and chassis ground wires. If more than one ground bus bar is used in a cabinet, use a minimum of a #10 AWG copper wire to interconnect them.

Wire into the cabinet’s circuitry the connector harnesses for the ITS devices and other accessory equipment to be housed therein.



Terminate conductors on terminal blocks using insulated terminal lugs large enough to accommodate the conductor to be terminated. When two or more conductors are terminated on field wiring terminal block screws, use a terminal ring lug for termination of those conductors. Number all terminal block circuits and cover the blocks with a clear insulating material to prevent inadvertent contact.

*Ventilation:* Ensure the cabinet assembly can maintain the temperature and humidity within the environmental requirements of the hub switches.

Include two cooling fans with 100 CFM, minimum capacity. Provide thermostats to be incorporated into the ventilation system. Mount fans in the top of the cabinet.

Provide the cabinets with vent openings in the lower portion of the door to allow convection cooling of electronic components. Cover them fully on the inside with a commercially available disposable three-layer graded type filter. All air entering the cabinet must pass through the air filter.

*Air Conditioner:* Furnish each hub cabinet with a rack mounted air-cooled air conditioner that operates on 120VAC. The air conditioner shall fit within a 19-inch EIA communications rack and shall not be external mounted on the cabinet. The air conditioner shall be mounted in the bottom of the cabinet to avoid damage to any communications equipment.

The air conditioners shall have a built-in condensate evaporator and condensate drain fitting and hose to the outside of the cabinet. The hose shall extend to the base of the cabinet. The air conditioner shall be rated for a minimum of 3500 BTU. There shall be low temperature control to prevent overcooling.

Provide EMI/RFI transient spike protection. Equip the cabinet and air conditioner with remote monitoring of high temperature and low airflow conditions. Intake air shall enter through cabinet door vent and be exhausted through top cabinet vents. Air conditioners shall be CFC free R134a refrigerant and shall use closed loop cooling. Insulate all cold components (coolant lines, compressor, evaporator, etc.) with high-performance insulation.

Blower motors shall be UL listed. Ensure the blower motors are equipped with automatic reset thermal overload protection. Provide double sealed and double shielded ball bearings.

The air conditioners shall have permanent corrugated aluminum or stainless-steel air filters. The filters shall be removable and washable.

All grilles shall be stainless steel.

*Environmental Requirements:* Ensure the cabinet assembly can maintain the temperature and humidity within the environmental requirements of the Layer 3 Ethernet hub switch

## **1. Ethernet Switches**

Layer 3 Hub Switches and Ethernet edge switches will be provided by NCDOT.

## 2. Communication Rack

Provide all communications rack meeting these minimum performance requirements:

- All equipment shall comply with ANSI/EIA RS-310D,
- Provide frame and external components with zinc coating per ASTM B633,
- Paint interior and exterior components per RAL 7035,
- Provide UL 508 and NEMA Type 12 certifications, and

Provide all communications racks meeting the following minimum material requirements:

- 19-inch EIA single-bay
- Nominal height of 78 inches less base
- Nominal 4-inch high ventilated base
- Depth: 31 inches
- House 44 units of rack space
- All-metal components

Vented top with three integral prewired fans, and fans that provide up to 300 cubic feet per minute (cfm) of exhaust.

Furnish and install one metal shelf kit per each rack. Provide each shelf the full width and depth of the rack angles and attach directly to the rack angles. Furnish and install one metal keyboard slide out drawer per each rack.

*Mechanical:* Construct all rack frames from 12-gauge, cold-formed steel. Construct the vented base from 16-gauge steel. Construct the 19-inch electrical rack angles from 12-gauge steel.

*Finish:* Furnish factory-applied paint on the exterior of all components with a color that matches that of the respective room they are located. Submit color samples to the Authority for review and approval.

## 3. UPS

The material and minimum performance requirements for the UPS are the same as those for the UPS for the CCTV cabinets, found elsewhere in this RFP, with the following exception:

Output Connections

(8) NEMA 5-15R

### (C) CONSTRUCTION

#### 1. Hub Cabinet

*General:* Ensure all cabinet wiring is tagged and identified by the use of insulated pre-printed sleeves and follows the project's cable identification scheme. Ensure that the wire markers identify usage in plain words with sufficient details without abbreviations or codes.

Use stranded copper for all conductors, including those in jacketed cables. Neatly arrange all wiring, firmly lace or bundle it, and mechanically secure the wiring without the use of adhesive fasteners. Route and secure all wiring and cabling to avoid sharp edges and to avoid conflicts with other equipment or cabling. Terminate all wiring on a terminal block, strip, bus bar, device clamp, lug, or connector. Do not splice any wiring. Label all wiring, cables, terminal strips, and

distribution blocks with permanent and waterproof tags. Provide strain relief for all cabling with connectors, all cabling entering knockouts or ports at the equipment, and where appropriate.

Fasten all components of the cabinet assembly to be mounted on cabinet side panels with hex-head or Phillips-head machine screws. Install the screws into tapped and threaded holes in the panels. The components include, but are not limited to, terminal blocks; bus bars, panel and socket mounted TVSS, circuit breakers, accessory and equipment outlets, and DC power supply chassis. Configure each cabinet mounted UPS unit for remote monitoring from the MRTMC for the hub cabinets.

Fasten all other cabinet components with hex-head or Phillips-head machine screws installed with nuts (with locking washer or insert) or into tapped and threaded holes. Fasten stud-mounted components to a mounting bracket providing complete access to the studs and mounting nuts. Ensure that all fastener heads and nuts (when used) are fully accessible within a complete cabinet assembly, and any component is removable without requiring removal of other components, panels or mounting rails. Do not use self-tapping or self-threading fasteners.

Furnish and install a 48" 120 VAC power strip vertically along one of the rear rails of the communications rack. Provide a power strip that has at least ten outlets along its length.

Provide a cabinet that is ISO 9001 certified at the time of bid letting.

Equip the cabinet with lightning and surge protection described separately in these Project Special Provisions.

Install base mounted cabinets as shown on the plans developed by the Design-Build Team and as approved by the Engineer. Install the required number of conduits as shown on the plans developed by the Design-Build Team plus two additional spare stubbed out conduits. Position the ends of conduits approximately 2 inches above the finished surface of the concrete base.

Mount the hub cabinet on a cabinet base extender in accordance with the "Equipment Cabinet Base Extender" section of these Project Special Provisions.

Mount surge protection devices in the cabinet for the particular field devices that will be connected to that cabinet.

Terminate power service wire, and data cabling on the appropriate terminal strips, surge protection devices or jacks in the cabinet with insulated terminal lugs or connectors. Use a calibrated ratchet-type crimping tool to install the insulated terminal lugs onto the field wires.

Terminate the fiber-optic cable in the hub splice centers in the cabinet as described in these Project Special Provisions.

Label spare circuits of the data cables and connect them to the cabinet ground bus bar.

Neatly bundle and identify all field wiring cables in the cabinet with permanent waterproof tags.

Ground the hub cabinet in accordance with the requirements of these Project Special Provisions. Keep the ground wire from the cabinet ground bus bar to the ground rod assembly or array as short as possible. Ensure the ground wire is not in contact with any other part of the cabinet.

## **2. UPS**

Install a UPS unit in the new hub cabinet. Connect the UPS unit to a power outlet. Connect the UPS monitoring port to the Layer 3 Ethernet hub switch.

Install the UPS monitoring software on the ITS LAN workstations in the STOC to remotely monitor the UPS. Run the UPS diagnostics. Configure the remote monitoring to send email alerts.

Plug the power cord of the Layer 3 Ethernet hub switch into the UPS.

### **3. Ethernet Switches**

Ensure that all communications hardware is UL listed.

Verify that network/field/data patch cords meet all ANSI/EIA/TIA requirements for Category 5e four-pair unshielded twisted pair cabling with stranded conductors and RJ-45 connectors.

Receive approval for the System Configuration Report before submitting product submittal data, purchasing, installing and configuring the communications hardware.

Ensure that all project IP addresses and VLAN IDs are assigned as defined in the System Configuration Report. Ensure that at a minimum, the switch configuration includes the following features: SNMP, STP, Port Security, all required VLANs. Ensure unused switch ports are disabled. Ensure the as-built documentation includes the identification of all IP addresses and VLANs, and associated hardware devices and device locations. Configure the Ethernet network so the existing CCTV cameras and DMS will be in separate VLANs.

Ensure that the Regional ITS Engineer will be able to manage each Ethernet switch individually or as a group/cluster for switch configuration, performance monitoring, and troubleshooting. Note that these specifications require additional minimum management intelligence (i.e., Layer 2+) typical of most current industrial Ethernet deployments. Ensure that the edge switch includes Layer 2+ capability providing architecture standardization, open connectivity (i.e., interoperability), bandwidth management, rate limiting, security filtering, and general integration management of an advanced Ethernet switching architecture.

Mount the Ethernet switches inside each field cabinet or communications rack using manufacturer-recommended or Engineer-approved attachment methods, attachment hardware, and fasteners. Ensure that the edge switch is mounted securely in the cabinet and is fully accessible by field technicians without blocking access to other equipment. Verify that fiber-optic jumpers consist of a length of cable that is connectorized on both ends, primarily used for interconnecting termination or patching facilities and/or equipment. Use fiber-optic jumpers that are factory assembled and connectorized and are certified by the fiber-optic jumpers' manufacturer to meet the relevant performance standards required below. Verify that network/field/data jumper cables meet all ANSI/EIA/TIA requirements for Category 5e 4-pair unshielded twisted pair cabling with stranded conductors and RJ-45 connectors.

### **4. Network Management Software**

Utilize the existing MRTMC network management software (NMS) server application to manage all devices. Configure the software applications to monitor and manage the Layer 3 Ethernet routing and edge switches, and other Ethernet devices in this project. Establish/modify user access rights and monitoring rights. Expand the respective databases through an automatic utility within the NMS or manually enter the data. Establish groupings of devices with like functions or features, this would include geographically related, device types, owners. Setup

automatic database and configuration backups, setup system and device alarms and alarm notifications.

Setup and modify the respective existing graphical network views. Use mapping images provided by manufacturers to locate devices geographically.

## **5. Communication Rack**

*Electrical:* Furnish and install an outlet strip and 10-foot power cord along one rear vertical rack frame. Furnish and install strips that use 120 VAC 60 Hz power and shall contain at least 10 outlets over the 70 inches. Furnish and install grounding bus bar system for the ground rack mounted electrical equipment. Equip door with grounding studs.

Furnish and install cable management hardware for attachment vertically along the rack frame and horizontally between 19-inch rack angles. Cable management hardware shall run vertically up one rear rack frame and shall include six horizontal runs per rack. Provide hardware including cable organizers and clamps to provide strain relief and cable mounting.

*Keyboard Shelf:* Install keyboard shelf at a height comfortable for operator use when sitting on a stool. Provide tamper-resistant but removable screws through hinges and exterior panels. Furnish any special tools required to remove tamper resistant screws.

Ground the racks to a building ground.

## **ELECTRICAL SERVICE FOR ITS DEVICES**

(1-11-23)

### **DESCRIPTION**

Install new electrical service equipment as shown in the plans. Installation of all new electrical service pedestals, poles, and meter base/disconnect combination panels shall be the first item of work on this project to expedite the power service connections. Comply with the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Standard Specifications, the Project Special Provisions, and all local ordinances. All work involving electrical service shall be coordinated with the appropriate utility company and the Engineer.

Obtain the maximum available ground fault current from the utility company. Print this information on a durable label and adhere to the dead front of the disconnect.

### **MATERIAL**

#### ***A. Meter Base/Disconnect Combination Panel***

Furnish and install new meter base/disconnect combination panels as shown in the Plans. Provide meter base/disconnect combination panels that have a minimum 125A main service disconnect and a minimum of eight (8) additional spaces. Furnish a single pole 15A circuit breaker at CCTV locations. Furnish a double pole 50A circuit breakers at single DMS locations. Furnish a double pole 100A circuit breakers at dual DMS locations. Furnish each with a minimum of 10,000 RMS symmetrical amperes short circuit current rating in a lockable NEMA 3R enclosure. Ensure

meter base/disconnect combination panel is listed as meeting UL Standard UL-67 and marked as being suitable for use as service equipment. Ensure circuit breakers are listed as meeting UL-489. Place barriers so that no uninsulated, ungrounded service busbar or service terminal is exposed to inadvertent contact by persons or maintenance equipment while servicing load terminations. Fabricate enclosure from galvanized steel and electrostatically apply dry powder paint finish, light gray in color, to yield a minimum thickness of 2.4 mils. All exterior surfaces must be powder coated steel. Provide ground bus and neutral bus with a minimum of four terminals and a minimum wire capacity range of number 8 through number 3/0 AWG.

Furnish NEMA Type 3R combinational panels rated 200 Ampere minimum for underground services that meet the requirements of the local utility. Provide meter base with sockets' ampere rating based on sockets being wired with a minimum of 167 degrees F insulated wire. Furnish 4 terminal, 600-volt, single phase, 3-wire meter bases that comply with the following:

- Line, Load, and Neutral Terminals accept 4/0 AWG and smaller Copper/Aluminum wire
- With or without horn bypass
- Made of galvanized steel
- Listed as meeting UL Standard US-414
- Overhead or underground service entrance specified.

Furnish 1.5" watertight hub for threaded rigid conduit with meter base.

At the main service disconnect, furnish, and install UL-approved lightning arrestors that meet the following requirements:

Type of design	Silicon Oxide Varistor
Voltage	120/240 Single Phase, 3 wire
Maximum current	100,000 amps
Maximum energy	3000 joules per pole
Maximum number of surges	Unlimited
Response time one milliamp test	5 nanoseconds
Response time to clamp 10,000 amps	10 nanoseconds
Response time to clamp 50,000 amps	25 nanoseconds
Leak current at double the rated voltage	None
Ground wire	Separate

#### ***B. Equipment Cabinet Disconnect***

Provide new equipment cabinet disconnects at the locations shown in the Plans. Furnish a single pole 15A circuit breaker at CCTV locations. Furnish double pole 50A circuit breaker at single

DMS locations. Furnish panels that have a minimum of four (4) spaces in the disconnect. Furnish circuit breakers with a minimum of 10,000 RMS symmetrical amperes short circuit current rating in a lockable NEMA 3R enclosure. Ensure meter base/disconnect combination panel is listed as meeting UL Standard UL-67 and marked as being suitable for use as service equipment. Ensure circuit breakers are listed as meeting UL-489. Fabricate enclosure from galvanized steel and electrostatically apply dry powder paint finish, light gray in color, to yield a minimum thickness of 2.4 mils. All exterior surfaces must be powder coated steel. Provide ground bus and neutral bus with a minimum of four terminals and a minimum wire capacity range of number 8 through number 3/0 AWG.

### **C. 10KVA Single-Phase General-Purpose Transformer**

As shown on the Plans, furnish and install a double-wound, dry type general purpose transformer to isolate the line side voltages from the load side voltages as shown in the Plans. Provide the transformer with the following specifications:

- Primary Volts: 120/240 with 83/41 Amps Max. 60Hz.
- Secondary Volts: 120/240 with 83/41 Amps Max. 60Hz.
- 10 kVA power rating.
- Electrostatic shielding between primary and secondary windings.
- Epoxy-silica encapsulated core and coil.
- Copper windings and copper lead wire terminations.
- Multiple front and bottom knockout for conduit entry/exit.
- Ground studs for conduit bonding.

Provide the transformer in a NEMA 3R enclosure suitable for mounting to a metal or wood pole.

### **D. 3-Wire Copper Service Entrance Conductors**

Furnish 3-wire stranded copper service entrance conductors with THWN rating. Provide conductors with black, red, and white insulation that are intended for power circuits at 600 Volts or less and comply with the following:

- Listed as meeting UL Standard UL-83
- Meets ASTM B-3 and B-8 or B-787 standards.

See the Plans for wire sizes and quantities.

### **E. 3-Wire Copper Feeder Conductors**

Furnish 3-wire stranded copper feeder conductors with THWN rating for supplying power to ITS field equipment cabinets. Provide conductors with black or red, white, and green insulation that are intended for power circuits at 600 Volts or less and comply with the following:

- Listed as meeting UL Standard UL-83
- Meets ASTM B-3 and B-8 or B-787 standards.

See the Plans for wire sizes and quantities.

#### **F. 4-Wire Copper Feeder Conductors**

Furnish 4-wire stranded copper feeder conductors with THWN rating for supplying power to DMS field equipment cabinets. Provide conductors with black, red, white, and green insulation that are intended for power circuits at 600 Volts or less and comply with the following:

- Listed as meeting UL Standard UL-83
- Meets ASTM B-3 and B-8 or B-787 standards.

See the Plans for wire sizes and quantities.

#### **G. Grounding System**

Furnish 5/8" x 10' copper clad steel grounding electrodes (ground rods), #4 AWG solid bare copper conductors. Comply with the NEC, Standard Specifications, these Project Special Provisions, and the Plans.

### **CONSTRUCTION METHODS**

#### **A. General**

Coordinate with the Engineer and the utility company to de-energize the existing service temporarily prior to starting any modifications.

Permanently label cables at all access points using nylon tags labeled with permanent ink. Ensure each cable has a unique identifier. Label cables immediately upon installation. Use component name and labeling scheme approved by the Engineer.

#### **B. Meter Base/Disconnect Combination Panel**

Install meter base/disconnect combination panels with lightning arrestors as called for in the Plans. At all new DMS locations, route the feeder conductors from the meter base/disconnect to the DMS equipment cabinet in conduit. At all new CCTV locations, route the feeder conductors from the meter base/disconnect to the CCTV equipment cabinet in conduit. Provide rigid galvanized conduit for above ground and PVC for below ground installations.

#### **C. Electrical Service Disconnect**

Install equipment cabinet disconnects and circuit breakers as called for in the Plans. Install THWN stranded copper feeder conductors as shown in Plans between the electrical service disconnect and the equipment cabinet disconnect. Route the conductors from the equipment cabinet disconnect to the equipment cabinet in rigid galvanized steel conduit. Bond the equipment cabinet disconnect in accordance with the NEC. Ensure that the grounding system complies with the grounding requirements of these Project Special Provisions, the *Standard Specifications*, and the Plans.

#### **D. 10KVA Single-Phase General-Purpose Transformer**

As shown on the Plans, furnish and install a single-phase general-purpose transformer in a NEMA 3R enclosure. Route the conductors from the transformer secondary to the DMS equipment cabinet or equipment cabinet disconnect in rigid galvanized conduit. Bond the



equipment cabinet disconnect in accordance with the NEC. Provide all mounting hardware and other parts and labor necessary to successfully install the transformer.

#### **E. 3-Wire Copper Service Entrance Conductors**

At locations shown in the Plans, furnish and install 3-wire THWN stranded copper service entrance conductors in 1.25-inch rigid galvanized risers as shown in the plans. Install a waterproof hub on top of the electrical service disconnect for riser entrance/exit. Size the conductors as specified in the Plans. Comply with the *Standard Specifications* and Standard Drawings and all applicable electrical codes.

#### **F. 4-Wire Copper Feeder Conductors**

At locations shown in the Plans, install 4-wire THWN stranded copper feeder conductors to supply 240/120VAC to the DMS field equipment cabinets. Size the conductors as specified in the Plans. Comply with the *Standard Specifications* and Standard Drawings and all applicable electrical codes.

#### **G. 3-Wire Copper Feeder Conductors**

At locations shown in the Plans, install 3-wire THWN stranded copper feeder conductors to supply 120VAC to the CCTV field equipment cabinets. Size the conductors as specified in the Plans. Comply with the Standard Specifications and Standard Drawings and all applicable electrical codes.

#### **H. Grounding System**

Install ground rods as indicated in the Plans. Connect the #4 AWG grounding conductor to ground rods using an irreversible mechanical crimping method. Test the system to ensure a ground resistance of 20-ohms or less is achieved. Drive additional ground rods as necessary or as directed by the Engineer to achieve the proper ground resistance.

### **CCTV CAMERA AND MVD METAL POLES**

(5-24-18)

#### **(A) DESCRIPTION**

Furnish and install metal poles for CCTV cameras and MVDs, drilled pier foundations, grounding systems, and all necessary hardware, including lowering devices. Design, furnish, and install drilled pier foundations for CCTV and MVD metal poles with all necessary hardware. The work covered by this special provision includes requirements for the design, fabrication, and installation of custom designed CCTV and MVD metal poles.

For design of drilled pier foundations for metal poles, conform with Section 13.2 of the *Signals and Intelligent Transportation Systems Project Special Provisions*, version 18.8.

#### **(B) MATERIALS**

Comply with applicable sections of the *2018 Standard Specifications for Roads & Structures*, hereinafter referred to as the *Standard Specifications*. Provide designs of completed assemblies with hardware that equals or exceeds *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*

6th Edition, 2013 and 2015 Interim Revisions (hereafter called AASHTO), including the latest interim specifications. Provide assemblies with a round or near-round (18 sides or more) cross-section, or a multi-sided cross section with no less than six sides. The sides may be straight, convex or concave.

Provide CCTV camera metal poles that are 50 feet (minimum) as called for in the Plans. Provide metal MVD poles at a minimum of 20 feet.

Ensure that metal poles permit cables to be installed inside poles. For holes in the poles used to accommodate cables, provide full-circumference grommets.

After fabrication, hot-dip galvanized steel poles, and all parts used in the assembly in accordance with Section 1076 of the *Standard Specifications*. Design structural assemblies with weep holes large enough and properly located to drain molten zinc during galvanization process. Galvanize structures to meet or exceed AASHTO M 111. Provide galvanizing on hardware that meets or exceeds ASTM Standard A-153. Ensure that threaded material is brushed and re-tapped as necessary after galvanizing. Perform repair of damaged galvanizing that complies with the following:

Repair of Galvanizing                      Article 1076-6

Standard Drawings for Metal Poles are available that supplement these project special provisions. These drawings are located on the Department's website:

<https://connect.ncdot.gov/resources/safety/Pages/ITS-Design-Resources.aspx>

Comply with article 1098-1B "General Requirements" of the *Standard Specifications* for submittal requirements. Furnish shop drawings for approval. Provide the copies of detailed shop drawings for each type of structure as summarized below. Ensure that shop drawings include material specifications for each component and identify welds by type and size on the drawing details, not in table format. Do not release structures for fabrication until shop drawings have been approved by NCDOT. Provide an itemized bill of materials for all structural components and associated connecting hardware on the drawings.

Comply with Subarticle 1098-1(A) "General Requirements" of the *Standard Specifications* for Qualified Products List (QPL) submittals. All shop drawings must include project location description, device inventory number(s), and a project number or work order number on the drawings.

## Summary of Information Required for Metal Pole Review Submittal:

Item	Hardcopy Submittal	Electronic Submittal	Comments/Special Instructions
Sealed, Approved ITS Plan/Loading Diagram	1	1	All structure design information needs to reflect the latest approved ITS plans
Custom Pole Shop Drawings	4 sets	1 set	Submit drawings on 11" x 17" format media Show NCDOT inventory number(s), contractor's name and relevant revision number in the title block. in or above the title block. All drawings must have a <u>unique drawing</u> number for each project and identified for multiple pages.
Structure Calculations	1 set	1 set	Not required for Standard QPL Poles
Custom Foundation Drawings	4 sets	1 set	Submit drawings on 11" x 17" format media. If QPL Poles are used, include the corresponding QPL pole shop drawings with this submittal. All drawings must have a <u>unique drawing</u> number for each project and identified for multiple pages.
Foundation Calculations	1	1	Submit copies of LPILE input, output and pile tip deflection graph paper the "Non-Standard Foundation Design" subarticle of this section of these Project Special Provisions for each foundation.
Soil Boring Logs and Report	1	1	Report should include a location plan and a soil classification report including soil capacity, water level, hammer efficiency, soil bearing pressure, soil density, etc. for each pole.

NOTE – All shop drawings and custom foundation design drawings must be sealed by a professional Engineer licensed in the state of North Carolina. All geotechnical information must be sealed by either a Professional Engineer or geologist licensed in the state of North Carolina. Include a title block and revision block on the shop drawings and foundation designs showing the NCDOT inventory number.

Shop drawings and foundation drawings may be submitted together or separately for approval. However, shop drawings must be approved before foundations can be reviewed. Foundation designs will be returned without review if the associated shop

drawing has not been approved. Incomplete submittals will be returned without review. The Reviewer has the right to request additional analysis and copies of the calculations to expedite the approval process.

Fabricate CCTV and MVD metal poles from coil or plate steel to meet the requirements of ASTM A595 Grade A tubes. For structural steel shapes, plates and bars use A572 Gr 50 min or ASTM A709 Gr 50 min. Provide poles that are round in cross section or multisided tubular shapes and have a uniform linear taper of 0.14 in/ft. Construct shafts from one piece of single ply plate or coil so there are no circumferential weld splices. Galvanize in accordance with AASHTO M111 and/or ASTM A123 or an approved equivalent.

Ensure that allowable pole deflection does not exceed that allowed per 5th Edition AASHTO. Ensure that maximum deflection at the top of the pole does not exceed 2.0 percent of the pole height.

Use the submerged arc process or other NCDOT previously approved process suitable for poles to continuously weld pole shafts along their entire length. The longitudinal seam weld will be finished flush to the outside contour of the base metal. Ensure shafts have no circumferential welds except at the lower end joining the shaft to the pole base. Provide welding that conforms to Article 1072-20 of the *Standard Specifications*, except that no field welding on any part of the pole will be permitted unless approved by a qualified engineer.

Refer to Metal Pole Standard Drawing Sheets M2 through M5 for fabrication details. Fabricate anchor bases from plate steel meeting, as a minimum, the requirements of ASTM A 36M or cast steel meeting the requirements of ASTM A 27M Grade 485-250, AASHTO M270 Gr 36 or an approved equivalent. Conform to the applicable bolt pattern and orientation as shown on Metal Pole Standard Drawing Sheet M2.

Ensure all hardware is galvanized steel or stainless steel. The Design-Build Firm is responsible for ensuring that the designer/fabricator specifies connecting hardware and/or materials that do not create a dissimilar metal corrosive reaction.

Unless otherwise required by the design, ensure each anchor rod is 2" diameter and 60" length. Provide 10" minimum thread projection at the top of the rod, and 8" minimum at the bottom of the rod. Use anchor rod assembly and drilled pier foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* provision.

For each structural bolt and other steel hardware, hot dip galvanizing shall conform to the requirements of AASHTO M 232 (ASTM A 153). Ensure end caps for poles are constructed of cast aluminum conforming to Aluminum Alloy 356.0F.

Provide a circular anchor bolt lock plate that will be secured to the anchor bolts at the embedded end with two washers and two nuts. Provide a base plate template that matches the bolt circle diameter of the anchor bolt lock plate. Construct plates and templates from 1/4" minimum thick steel with a minimum width of 4". Galvanizing is not required.

Provide four heavy hex nuts and four flat washers for each anchor bolt. For nuts, use AASHTO M291 grade 2H, DH, or DH3 or equivalent material. For flat washers, use AASHTO M293 or equivalent material.

Provide a 2-inch hole equipped with an associated coupling and weatherhead approximately 5 feet below the top of the pole to accommodate passage of CCTV and MVD cables from inside the pole to the CCTV camera or MVD unit.

Provide a 2-hole equipped with an associated coupling and conduit fittings/bodies approximately 18" above the base of the pole accommodate passage of CCTV and MVD cables from the respective CCTV or MVD cabinet to the inside of the pole. Refer to Metal Pole Standard Drawing Sheet M3 for fabrication details.

Have poles permanently stamped above the base hand hole with the identification tag details as shown on Metal Pole Standard Drawing Sheet M2.

For each pole, provide a 1/2-inch minimum thread diameter, coarse thread stud and nut for grounding which will accommodate #4 AWG ground wire. Ensure that the lug is electrically bonded to the pole and is conveniently located inside the pole at the hand hole.

Provide a removable pole cap with stainless steel attachment screws for the top of each pole.

Ensure that the cap is cast aluminum conforming to Aluminum Association Alloy 356.0F. Furnish cap attached to the pole with a sturdy chain or cable approved by the Engineer. Ensure that the chain or cable is long enough to permit the cap to hang clear of the pole-top opening when the cap is removed.

Furnish poles with 1/2 inch x 36-inch air terminal, with #4 AWG wire, routed down pole and attached to cabinet equipment grounding system.

Furnish MVD poles that when erected in foundation and completely installed provide a mounting height for the MVD at a minimum height as recommended by the MVD manufacturer.

### **1. Camera Lowering Device**

Provide lowering devices on a steel pole as shown in the *NCTA ITS Standard Drawings*. Provide lowering devices meeting the requirements of Section 26 of the *NCDOT Signals and Intelligent Transportation Systems Project Special Provisions (version 18.8)*.

## **(A) CONSTRUCTION METHODS**

### **1. CCTV and MVD Metal Pole Foundations**

Construct drilled pier foundations and install anchor rod assemblies in accordance with the *Foundations and Anchor Rod Assemblies for Metal Poles* provision (SP09-R005) located on the Department's *2018 Standard Specifications and Provisions* website:

<https://connect.ncdot.gov/resources/Specifications/Pages/Specifications-and-Special-Provisions.aspx>

## **2. CCTV and MVD Metal Poles**

Erect CCTV and MVD metal poles only after concrete has attained a minimum allowable compressive strength of 3000 psi. Final approval of foundation is contingent upon concrete achieving a compressive strength of 4,500 psi strength as required by *Foundations and Anchor Rod Assemblies for Metal Poles* provision. Connect poles to grounding electrodes and bond them to the electrical service grounding electrodes.

For holes in the poles used to accommodate cables, install grommets before wiring pole or arm. Do not cut or split grommets.

Attach the hand hole covers to the pole by a sturdy chain or cable. Ensure the chain or cable is long enough to permit the cover to hang clear of the opening when the cover is removed and is strong enough to prevent vandalism. Ensure the chain or cable will not interfere with service to the cables in the pole.

Attach cap to pole with a sturdy chain or cable. Ensure the chain or cable is long enough to permit the cap to hang clear of the opening when the cap is removed.

Perform repair of damaged galvanizing that complies with the *Standard Specifications*, Article 1076-6 "Repair of Galvanizing."

Install galvanized wire mesh around the perimeter of the base plate to cover the gap between the base plate and top of foundation for debris and pest control.

Install a 1/4" thick plate for concrete foundation tag to include concrete grade, depth, diameter, and reinforcement sizes of the installed foundation.

Install CCTV and MVD metal poles, hardware, and fittings as shown on the manufacturer's installation drawings. Install poles so that when the pole is fully loaded it is within .5 degrees of vertical.

## **3. Camera Lowering Device**

Construct lowering devices in accordance with Section 26.3 of the *NCDOT Signals and Intelligent Transportation Systems Project Special Provisions (version 18.8)*.

## **4. Pole Numbering System – New Poles**

Attach an identification tag to each pole shaft and mast arm section as shown on Metal Pole Standard Drawing Sheet M2 "Typical Fabrication Details Common To All Metal Poles".

## **TESTING & ACCEPTANCE**

(5-24-18)

### **(A) GENERAL TEST PROCEDURE**

Test the DMS in a series of design approval and functional tests. Any reference to "DMS" shall refer both to color and monochrome DMS. The results of each test must

meet the specified requirements. These tests shall not damage the equipment. The Engineer will reject equipment that fails to fulfill the requirements of any test. Resubmit rejected equipment after correcting non-conformities and re-testing; completely document all diagnoses and corrective actions. Modify all equipment furnished under this contract, without additional cost to the North Carolina Department of Transportation, to incorporate all design changes necessary to pass the required tests.

Provide four copies of all test procedures and requirements to the Engineer for review and approval at least 30 days prior to the testing start date. Use only approved procedures for the tests. Include the following in the test procedures:

- A step by step outline of the test sequence, showing a test of every function of the equipment or system tested
- A description of the expected nominal operation, output, and test results, and the pass/fail criteria
- An estimate of the test duration and a proposed test schedule
- A data form to record all data and quantitative results obtained during the test
- A description of any special equipment, setup, manpower, or conditions required by the test

Provide all necessary test equipment and technical support. Use test equipment calibrated to National Institute of Standards and Technology (NIST) standards. Provide calibration documentation upon request.

Conform to these testing requirements and the requirements of these specifications. The Engineer will reject all equipment not tested according to these requirements. It is the Design-Build Team's responsibility to ensure the system functions properly even after the Engineer accepts the DMS test results.

Provide four copies of the quantitative test results and data forms containing all data taken, highlighting any non-conforming results and remedies taken, to the Engineer for approval. An authorized representative of the manufacturer must sign the test results and data forms.

## **(B) DESIGN APPROVAL TESTS**

### **1. DMS System**

Design Approval Tests are applicable to DMS systems not currently on the QPL.

The Design Approval Tests consists of all tests described in Section 2.2 "DMS Equipment Tests" of NEMA TS 4-2005 (Hardware Standards for Dynamic Message Signs with NTCIP Requirements). Perform all tests and submit certified results for review and approval.

**PROTOTYPE** – Manufacture a prototype DMS and controller of the type and size described in the Project Special Provisions. In the presence of the Engineer, test the prototype according to the Design Approval and Operational Tests. When all corrections and changes (if any) have been made, the Department may accept the prototype DMS and controller as the physical and functional standard for the system furnished under this contract. You may use the prototype units on this project if, after inspection and rework (if necessary), they meet all physical and functional specifications. In the case of standard product line equipment, if the Design-Build Team can provide test results certified by an independent testing facility as evidence of prior completion of successful design approval tests, then the Engineer may choose to waive these tests.

In each Design Approval Test, successfully perform the Functional Tests described below. Apply the extreme conditions to all associated equipment unless stated otherwise in these Project Special Provisions.

**(C) OPERATIONAL FIELD TEST (ON-SITE COMMISSIONING)**

**1. DMS System**

Conduct an Operational Field Test of the DMS system installed on the project to exercise the normal operational functions of the equipment. The Operational Field Test will consist of the following tests as a minimum:

**Physical Examination**

Examine each piece of equipment to verify that the materials, design, construction, markings, and workmanship comply with the mechanical, dimensional, and assembly requirements of these Project Special Provisions.

Perform the following tests as a minimum:

- Verify that all surfaces are free of dents, scratches, weld burns, or abrasions. Round sharp edges and corners.
- Verify bend radius of cables is not excessive or could potentially cause damage.
- Verify all modules, lamps and components are properly secured.
- Verify that there are no exposed live terminals.

**Continuity Tests**

Check the wiring to assure it conforms to the requirements of these Project Special Provisions.

**Functional Tests**

Perform the following functional tests:



- Start-up and operate the DMS locally using a laptop computer
- Use automatic (photo-electric sensor controlled) DMS Control Software to switch between “dim”, “normal”, and “bright” light levels
- Operate the DMS with all display elements flashing continuously for 10 minutes at the maximum flash rate
- Exercise the DMS by displaying static messages, flashing messages, and alternating static and flashing message sequences
- Automatic poll the DMS by the Control Software at various intervals and verify the data received by Control Software from DMS
- Download and edit messages using Control Software
- Execute status request on the DMS controller
- Observe normal operations during uploading and downloading messages
- Input and select messages from the sign controller’s local user interface
- Test sequence activation at chosen intervals
- Display and verify all stored messages
- Verify resumption of standard operation upon interruption of electrical power
- Demonstrate detected failures and response functions
- Demonstrate proper operation of the Failure Log
- Set controller clock using the Control Software
- Execute system shutdown using the Control Software and local user interface
- Verify detection of a power failure in the DMS enclosure and the report feature of the failure to the Control Software
- Display IP address and web settings

- Verify that the IP address is not publicly accessible. Placing a display on a private network or VPN helps mitigate the lack of security
- Disable the telnet, Web Interface, Web LCD, and ICMP (PING) interfaces
- Change the default password
- Set the controller to enable a controller log file

Approval of Operational Field Test results does not relieve the Design-Build Team to conform to the requirements in these Project Special Provisions. If the DMS system does not pass these tests, document a correction or substitute a new unit as approved by the Engineer. Re-test the system until it passes all requirements.

## **2. Fiber-Optic Communications**

Conduct bi-directional optical time domain reflectometer (OTDR) on each fiber, including unused fibers, in accordance with Section 1731-3 of the *Standard Specifications*. Ensure that attenuation ratings are in accordance with Section 1098-10 of the *Standard Specifications*.

### **(D) 30-DAY OBSERVATION PERIOD**

The 30-Day Observation Period shall be considered part of work to be completed by the project completion date.

Upon successful completion of all project work, the component tests, the System Test, and the correction of all deficiencies, including minor construction items, the 30-day Observation Period may commence. This observation consists of a 30-day period of normal, day-to-day operations of the new field equipment in operation with the new central equipment without any failures. The purpose of this period is to ensure that all components of the system function in accordance with the plans developed by the Design-Build Team and these Project Special Provisions.

Respond to system or component failures (or reported failures) that occur during the 30-day Observation Period within twenty-four (24) hours. Correct said failures within forty-eight (48) hours. Any failure that affects a major system component as defined below for more than forty-eight (48) hours will suspend the timing of the 30-day Observation Period beginning at the time when the failure occurred. After the cause of such failures has been corrected, timing of the 30-day Observation Period will resume. System or component failures that necessitate a redesign of any component or failure in any of the major system components exceeding a total of three (3) occurrences will terminate the 30-day Observation Period and cause the 30-day Observation Period to be restarted from day zero when the redesigned components have been installed and/or the failures corrected. The major system components are:

- DMS Field Controller and Display Module
- Fiber-optic Communications Cables and Splices

#### **(F) FINAL ACCEPTANCE**

Final system acceptance of the ITS is defined as the time when all work and materials described in the plans developed by the Design-Build Team and these Project Special Provisions have been furnished and completely installed by the Design-Build Team; all parts of the work have been approved and accepted by the Engineer; and the 30-day observation period has been successfully completed.

The project will be ready for final acceptance of ITS upon the satisfactory completion of all tests detailed in this Section of the Project Special provisions; the rectification of all punch-list discrepancies; and the submittal of all project documentation.

### **LIGHTING**

#### **1.00 DESCRIPTION**

The work covered by this Section consists of furnishing, installing, connecting, and placing into satisfactory operating condition roadway lighting at locations shown on the Final Lighting Plans provided by the Department. Perform all work in accordance with these Special Provisions, the Final Lighting Plans provided by the Department, the National Electrical Code, and North Carolina Department of Transportation 2018 NCDOT *Standard Specifications for Roads and Structures*.

Perform all work in conformance with Division 14 of the 2018 NCDOT *Standard Specifications for Roads and Structures* except as modified or added to by these Special Provisions. Install all bore pits outside the clear zone, as defined in the AASHTO Roadside Design Guide or as directed by the Engineer.

#### **1.10 ELECTRICAL SERVICE**

Replace the first paragraph of Article 1400-9 of the 2018 NCDOT *Standard Specifications for Roads and Structures* with the following:

Coordinate electrical power requirements shown on the Department's Final Lighting Plans with the local utility owner. Affirmation from the local utility owner that they will provide electrical power of the proper voltage, phase, frequency and ampacity required to complete the project as shown in the Department's Final Lighting Plans must be presented, in writing, to the Engineer prior to the Design-Build Team procuring and/or making any payment for any lighting equipment affected by electrical power.

Upon affirmation from the local utility owner that the operating voltage and phase shown on the Department's Final Lighting Plans will be provided, the Design-Build Team shall make application(s) in NCTA's name and pay all deposits and other costs to provide the required

electrical service. The Design-Build Team shall be responsible for all costs associated with providing electrical service for all lighting from the NCTA provided service taps. The Design-Build Team will be reimbursed for the actual verified cost of any utility company charges.

In the event that the local utility owner cannot provide electrical power of the voltage and phase shown on the Department's Final Lighting Plans, the Department will redesign the lighting system(s) using the available voltage and phase, and issue revised Final Lighting Plans.

If the Design-Build Team elects to procure and/or pay for any lighting equipment prior to 1) providing the Engineer the aforementioned affirmation that the operating voltage and phase shown on the Department's Final Lighting Plans will be provided or 2) the Department issuing revised Final Lighting Plans, as applicable, the Department will not honor any requests for additional contract time or compensation for any effort required to modify lighting equipment procured by the Design-Build Team including, but not limited to, additional construction effort and/or NCDOT coordination/approvals.

## **2.00 LIGHT STANDARD LIGHT EMITTING DIODE (LED) LUMINAIRES**

### **2.10 DESCRIPTION**

Furnish, install and place into satisfactory operation an American Electric Lighting (AEL) Autobahn Series ATB2 luminaire with the appropriate delivered lumens and distribution as required to meet the minimum lighting design requirements. The luminaire shall be mounted to the light standard via a tenon adapter with an 8" bracket arm. The Design-Build Team shall also include the wiring inside the light standard from the circuit conductors to the luminaire, in-line breakaway fuseholders, and fuses with ground wiring at the single arm and twin arm light standards.

Mounting Height	American Electric Part Number
45'	ATB2-P603-480-R3-BL-NL-P7-SH

Third party certified photometric files in IES format are required to be submitted with the catalog cuts for the proposed LED roadway luminaire. Photometric files must show that proposed luminaire will meet or exceed the design shown in the Final Lighting Plans provided by the Department.

The manufacturer shall state the Light Loss Factor (LLF) used in the photometric calculations for the proposed luminaire. LLF shall be calculated as follows:

$$\text{LLF} = \text{Lamp Lumen Depreciation (LLD)} \times \text{Luminaire Dirt Depreciation (LDD)}$$

- Lamp Lumen Depreciation (LLD) shall be the value calculated and reported by the manufacturer based on the LM-80 and TM-21 reports for the proposed fixture for 70,000 hours at 25° C.
- Luminaire Dirt Depreciation (LDD) = 0.90

## 2.20 MATERIALS

### 2.21 LUMINAIRE REQUIREMENTS

#### A. General Requirements

- LM-79 photometric test reports shall be provided for all LED luminaires. LM-79 luminaire photometric reports shall be produced by an independent test laboratory and include the following:
  - Name of test laboratory. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure or must be qualified, verified, and recognized through the U.S. Department of Energy's CALiPER program.
  - Report number
  - Date
  - Complete luminaire catalog number. Catalog number tested must match the catalog number of the luminaire submitted, except for variations which do not affect performance.
  - Description of luminaire, LED light source(s), and LED driver(s)
  - Goniophotometry
  - Colorimetry
- LM-80 lumen maintenance test report shall be provided for each respective LED light source.
- Luminaire shall be constructed of a single piece die cast aluminum housing. Each luminaire shall be finished gray in color unless otherwise noted.
- The luminaire shall have a 7 pin ANSI C136.41 compliant photocontrol receptacle for future expansion capabilities.
- Provide a summary of reliability testing performed for LED driver.
- Luminaires maximum total power consumption shall not exceed the values shown in the table above. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
- Luminaire shall have a maximum Backlight, Uplight & Glare (BUG) rating of 3-0-4 and an IESNA distribution of Type II or Type III as required to meet the spacing, the average maintained footcandle level and the average to minimum uniformity ratio requirements shown on the Final Lighting Plans provided by the Department. The same BUG rating and distribution type shall be used throughout the project.
- Minimum Ingress Protection (IP) dust and moisture ratings for the luminaire electrical components (driver and surge protection) and luminaire optical components shall be IP65 and IP66, respectively, as specified in ANSI C136.25.
- Luminaire shall have external and internal labels per ANSI C136.15 and ANSI C136.22, respectively. Internal label shall identify the manufacturer, year and month of manufacture and the manufacturer's part number.
- Luminaire shall have an internal bubble level.

- Luminaires shall start and operate in -20°C to +40°C ambient.
- Luminaires shall be rated for continuous service at an ambient temperature of 40°C (104°F)
- Electrically test fully assembled luminaires before shipment from factory.
- Effective Projected Area (EPA) and weight of the luminaires shall not exceed 1.4 square feet and 46 lbs.
- Luminaires shall be designed for ease of electrical component replacement.
- Luminaires shall be rated for minimum 2G vibration, minimum, per ANSI C136.31.
- LED light sources and drivers shall be RoHS compliant.
- The luminaire manufacturer shall have no less than five (5) years of experience in manufacturing LED-based lighting products and the manufacturing facility must be ISO 9001 certified.
- Luminaire shall have a 1.25" to 2.0" adjustable tenon mount for connection to luminaire bracket arm assembly.
- Pole hardware, nuts, bolts, and washers, etc. shall be made from 18-8 stainless steel, or steel conforming to ASTM A307 galvanized in accordance with ASTM A153.
- Grommets shall be installed in cable entry holes. Cable entry holes shall be free from sharp edges which might cut conductors or an ungloved hand.
- All conductors inside the luminaire shall be neatly secured with tie-wraps as needed to prevent pinch points and assist in trouble shooting.

B. Driver

- Shall be 0V-10V dimmable.
- Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperature range of -20°C to +40°C.
- Shall be rated for 480VAC at 50/60 Hz, and shall operate normally for input voltage fluctuations of  $\pm 10\%$ .
- Shall have a minimum Power Factor (PF) of 0.90 at full input power and across specified voltage range.
- Shall provide UL Class II output.

C. Surge Suppression

- Integral surge protection shall meet ANSI/IEEE C62.45 procedures based on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for location category C-High 10kV/10kA test, IEC 61000-4-2 (Electrostatic Discharge) 8kV Air/4kV Contact test and IEC 61000-4-4 (Fast Transients).

D. Electromagnetic interference

- Luminaires shall have a maximum Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.
- Luminaires shall comply with FCC 47 CFR part 15 non-consumer RFI/EMI standards.

## E. Electrical safety testing

- Luminaires shall be listed for wet locations.
- Luminaires shall be UL listed and labeled.

## F. Finish

- Luminaires shall be painted with a corrosion resistant polyester powdered paint with a minimum 2.0 mil thickness.
- Luminaires shall exceed a rating of six per ASTM D1654 after 1000 hours of salt spray fog testing per ASTM B117.
- The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.
- Exterior surfaces shall be smooth and free of burrs.

## G. Thermal management

- Mechanical design of protruding external surfaces (heat sink fins) on roadway luminaires shall facilitate hose-down cleaning and discourage debris accumulation.
- Liquids or moving parts will not be allowed for thermal management.

## H. Color Quality

- Minimum Color Rendering Index (CRI) of 70 with a Correlated Color Temperature (CCT) of 3000K to 4000K

## I. Optics

- Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the thermal/mechanical/chemical environment.

## J. The following shall be in accordance with corresponding sections of ANSI C136.37

- All internal components shall be assembled and pre-wired using modular electrical connections.
- Terminal blocks shall be used for incoming AC lines. Terminal blocks shall be easily accessible to installers or repair personnel. Wire nuts are prohibited inside the luminaire housing.

## K. Latching and hinging

- Refractor and housing door holders and hinges shall be designed to maintain positive control of door to the luminaire body so as not to allow the accidental disengagement of either door.
- Drivers shall be mounted to a housing door designed to be opened from the bottom of the luminaire. Housing door shall allow easy removal for troubleshooting/repair on the ground.

## L. Manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and/or email.

2.2.2 Include a shorting cap for each luminaire provided.

2.2.3 Provide wiring inside the light standard, breakaway fuseholders and fuses meeting Article 1400-2 of the 2018 NCDOT *Standard Specifications for Roads and Structures*, respectively.

## 2.30 WARRANTY

Provide a minimum ten-year warranty covering maintained integrity and functionality of the luminaire housing, wiring, and connections, LED light source(s) and LED driver. Negligible light output from more than 10 percent of the LED packages, color shifting, or flickering/strobing not related to incoming power issues all constitute luminaire failure.

Warranty period shall begin after project acceptance by the Department. Supplier shall furnish documentation of warranty procedures to the Design-Build Team stating that warranty is for NCDOT.

## 2.40 CONSTRUCTION METHODS

Level and secure each luminaire in all directions. Install shorting cap on photocontrol receptacle. Adjust any luminaires, as directed by the Engineer, to provide optimal illumination distribution.

All LED packages on all luminaires must be operating normally at contract completion. Any luminaire displaying improper operating characteristics prior to contract completion will be replaced by the Design-Build Team at no additional cost to the Department.

## 3.00 HIGH MAST LIGHT EMITTING DIODE (LED) LUMINAIRES

### 3.10 DESCRIPTION

Furnish, install and place into satisfactory operation, LED luminaires on high mount standards as detailed in these Special Provisions.

The Design-Build Team shall supply Holophane high mount luminaires as specified below.

Mounting Height	# of Fixtures	Holophane Part Number
120'	8	HMLED4-P3-40K-HVOLT-HGR-AW-PR7-SH
100'	6	HMLED4-P3-40K-HVOLT-HGR-AW-PR7-SH
80'	8	HMLED4-P1-40K-HVOLT-HGR-AW-PR7-SH
60'	4	HMLED4-P1-40K-HVOLT-HGR-AW-PR7-SH

The Design-Build Team shall supply the Department with current catalog cuts and 3<sup>rd</sup> party certified photometric data files in Illuminating Engineering Society (IES) format for any alternate high mount luminaire submitted for approval. The Department will thoroughly evaluate all alternate high mount luminaires to determine if the proposed alternative high mount luminaire meets or exceeds design criteria at the pole spacing shown on the Final Lighting Plans provided



by the Department. High mount luminaires which do not meet or exceed the design criteria and/or do not produce enough light for the pole spacings shown on the Final Lighting Plans provided by the Department, will not be approved for use.

The manufacturer shall state the Light Loss Factor (LLF) used in the photometric calculations for the proposed luminaire. LLF shall be calculated as follows:

LLF = Lamp Lumen Depreciation (LLD) x Luminaire Dirt Depreciation (LDD)

- Lamp Lumen Depreciation (LLD) shall be the value calculated and reported by the manufacturer based on the LM-80 and TM-21 reports for the proposed fixture for 70,000 hours at 25° C.
- Luminaire Dirt Depreciation (LDD) = 0.90

High mount luminaire retrofit LED kits are not an acceptable alternative.

### 3.20 MATERIALS

#### 3.21 LUMINAIRE REQUIREMENTS

##### A. General Requirements

- LM-79 photometric test reports shall be provided for all LED luminaires. LM-79 luminaire photometric reports shall be produced by an independent test laboratory and include the following:
  - Name of test laboratory. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure or must be qualified, verified, and recognized through the U.S. Department of Energy's CALiPER program.
  - Report number
  - Date
  - Complete luminaire catalog number. Catalog number tested must match the catalog number of the luminaire submitted, except for variations which do not affect performance.
  - Description of luminaire, LED light source(s), and LED driver(s)
  - Goniophotometry
  - Colorimetry
- LM-80 lumen maintenance test report shall be provided for each respective LED light source.
- Luminaire shall be constructed of aluminum. Each luminaire shall be finished gray in color unless otherwise noted.
- The luminaire shall have a 7 pin ANSI C136.41 compliant photocontrol receptacle for future expansion capabilities.
- Provide a summary of reliability testing performed for LED driver.
- Luminaires maximum total power consumption shall not exceed the values shown in the table above. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.

- Luminaire shall have a maximum Backlight, Uplight & Glare (BUG) rating of 5-0-5 and an IESNA distribution of Type V as required to meet the spacing, the average maintained footcandle level and the average to minimum uniformity ratio requirements shown on the Final Lighting Plans provided by the Department. The same BUG rating and distribution type shall be used throughout the project.
- Luminaire LED modules shall meet dust and moisture rating of IP-66, minimum.
- Luminaire shall have an external label per ANSI C136.15.
- Luminaires shall have an internal label per ANSI C136.22.
- Luminaires shall start and operate in -20°C to +40°C ambient.
- Electrically test fully assembled luminaires before shipment from factory.
- Effective Projected Area (EPA) and weight of the luminaires shall not exceed 1.3 square feet and 65 lbs.
- Luminaires shall be designed for ease of electrical component replacement.
- Luminaires shall be rated for minimum 2G vibration, minimum, per ANSI C136.31-2010
- LED light sources and drivers shall be RoHS compliant.
- The luminaire manufacturer shall have no less than five (5) years of experience in manufacturing LED-based lighting products and the manufacturing facility must be ISO 9001 certified.
- Pole hardware, nuts, bolts, and washers, etc. shall be made from 18-8 stainless steel, or steel conforming to ASTM A307 galvanized in accordance with ASTM A153.

B. Driver

- Shall be 0V-10V dimmable.
- Rated case temperature shall be suitable for operation in the luminaire operating in the ambient temperature range of -20°C to +40°C.
- Shall be rated for 480VAC at 50/60 Hz, and shall operate normally for input voltage fluctuations of  $\pm 10\%$ .
- Shall have a minimum Power Factor (PF) of 0.90 at full input power and across specified voltage range.

C. Surge Suppression

- Integral surge protection shall meet ANSI/IEEE C62.45 procedures based on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for location category C-High 10kV/10kA test, IEC 61000-4-2 (Electrostatic Discharge) 8kV Air/4kV Contact test and IEC 61000-4-4 (Fast Transients).

D. Electromagnetic interference

- Luminaires shall have a maximum Total Harmonic Distortion (THD) of 20% at full input power and across specified voltage range.
- Luminaires shall comply with FCC 47 CFR part 15 non-consumer RFI/EMI standards.

## E. Electrical safety testing

- Luminaires shall be listed for wet locations.
- Luminaires shall be UL listed and labeled.

## F. Finish

- Luminaires shall be painted with a corrosion resistant polyester powdered paint with a minimum 2.0 mil thickness.
- Luminaires shall exceed a rating of six per ASTM D1654 after 1000 hours of salt spray fog testing per ASTM B117.
- The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6.

## G. Thermal management

- Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation.

## H. Color Quality

- Minimum Color Rendering Index (CRI) of 70 with a Correlated Color Temperature (CCT) of 3000K to 4000K

## I. Optics

- Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the thermal/mechanical/chemical environment.

## J. The following shall be in accordance with corresponding sections of ANSI C136.37

- All internal components shall be assembled and pre-wired using modular electrical connections.
- Terminal blocks shall be used for incoming AC lines
- Latching and hinging

## K. Manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and/or email.

3.22 Include a shorting cap for each luminaire provided.

### 3.30 WARRANTY

Provide a minimum ten-year warranty covering maintained integrity and functionality of the luminaire housing, wiring, and connections, LED light source(s) and LED driver. Negligible light output from more than 10 percent of the LED packages, color shifting, or flickering/strobing not related to incoming power issues all constitute luminaire failure.

Warranty period shall begin after project acceptance by the Department.

### 3.40 CONSTRUCTION METHODS

Level and secure each luminaire in all directions. Install shorting cap on photocontrol receptacle. Securely terminate the wiring for each high mount luminaire and include an equipment grounding conductor to bond the housing to the supply cord grounding conductor.

Adjust any luminaires, as directed by the Engineer, to provide optimal illumination distribution.

All LED packages on all luminaires must be operating normally at contract completion. Any luminaire displaying improper operating characteristics prior to contract completion will be replaced by the Design-Build Team at no additional cost to the Department.

## 4.00 LIGHTING CONTROL SYSTEM

### 4.10 DESCRIPTION

Add the following to Article 1408-1 of the 2018 NCDOT *Standard Specifications for Roads and Structures*:

Furnish and install a current transformer cabinet when required by the utility company at no cost to the Department.

### 4.20 MATERIALS

Replace the paragraph of Article 1408-2 of the 2018 NCDOT *Standard Specifications for Roads and Structures* starting on line 36 of page 14-16 with the following:

Use a service circuit breaker providing a minimum interrupting rating of 22,000 A. Provide a thermal magnetic, molded case, permanent trip breaker. Provide multi-tap, solderless, load side box lugs or distribution terminal blocks of the appropriate size. Use insulating material approved for NEMA 3R applications. Provide a service barrier for the line side lugs as required by NEC Article 230-62(C). Provide a breaker with a voltage and amperage rating as indicated in the Final Lighting Plans provided by the Department.

## 5.00 UNDERPASS LIGHTING

### 5.10 DESCRIPTION

Replace the last sentence of Article 1412-1 of the 2018 NCDOT *Standard Specifications for Roads and Structures* with the following:

Work includes, but is not limited to, furnishing and installing underpass luminaires with LED light sources, internally mounted drivers and mounting hardware as well as furnishing and installing a disconnect enclosure with a photocell receptacle, pull boxes, conduit, conductors, expansion fittings, anchors, straps and ground rod.

## 5.20 MATERIALS

Replace the last sentence of lines 1 and 2 of Article 1412-2 on page 14-23 of the 2018 NCDOT *Standard Specifications for Roads and Structures* with the following:

Provide sealed, directional LED light engines covered by a glass refractor.

Add the following to the last paragraph of Article 1412-2 of the 2018 NCDOT *Standard Specifications for Roads and Structures*:

Provide a 7-pin photocontrol receptacle securely mounted to the enclosure.

## 5.30 CONSTRUCTION METHODS

Add the following to Article 1412-3 of the 2018 NCDOT *Standard Specifications for Roads and Structures*:

Install the photocontrol receptacle either directly to the top of the enclosure, or use a standoff bracket. If a standoff bracket is used, the conductor from the photocontrol receptacle to the disconnect panel shall be enclosed and secured in liquidtight flexible metallic conduit.

Install a shorting cap on the photocontrol receptacle.

## 6.00 LIGHT STANDARDS

### 6.20 MATERIALS

Replace all of Article 1404-2 of the 2018 NCDOT *Standard Specifications for Roads and Structures* with the following:

Provide certified computations and fabrication drawings by an engineer licensed by the State of North Carolina.

Provide a standard that meets the design criteria of the *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals* and the Interim Specifications as shown on the Final Lighting Plans provided by the Department. The support is to be designed for the wind velocity shown in the Final Lighting Plans provided by the Department.

Provide a standard designed to support a luminaire, which has a center of gravity not more than 18 inches from the end of the support, with a minimum weight and projected area and a bracket arm length as indicated in Section 2.0 of this provision.

Make sure that each lighting standard has a grounding lug in the standard located within 6 inches of the handhole or in the transformer base.

Deliver standards with a smooth uniform finish, free of disfiguring scratches or dents and with suitable protection for further handling during erection.

Wrap or package each light standard as recommended by the manufacturer to prevent damage during shipping and handling. Repair or replace, at the option of the Engineer, any standards with abraded finishes or other damage.

Furnish steel standards and bracket arms.

Galvanize steel components after fabrication. Use galvanization which conforms to the requirements of ASTM A123 for tubes, plates and bars and to ASTM A153 for hardware.

Use connecting bolts, washers and nuts compatible with the transformer base as recommended by the light standard manufacturer and which comply with the contract.

Use anchor bolts, washers, nuts and shims which comply with the specifications and details shown in the Final Lighting Plans provided by the Department and as recommended by the light standard and transformer base manufacturer(s).

Furnish anchor and/or connecting bolt covers and pole top caps with standards as indicated in the plans.

Provide pole hardware such as nuts, bolts and washers for steel standards from 18-8 stainless steel or steel conforming to ASTM A307. Submit drawings for approval which show material specifications for each component.

Refer to luminaire specifications for luminaire weight and effective projected area (EPA).

For light standards installed on the shoulder or in a grassy median, provide these light standards with an approved breakaway support that complies with *AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals* and the Interim Specifications as shown on the plans and one of the following descriptions:

(A) A cast aluminum transformer base with an aluminum door,

(B) A frangible base insert or adapter, or

(C) A slip base.

Use the same type of breakaway support throughout the entire project. All breakaway supports shall be FHWA approved. When frangible base adapters are used, include a shroud between the base plate and the foundation for protection for exposed wiring and conduit at the base of the standard. Secure the shroud in place in at least two locations.

Provide Light Standard Junction Box sized as shown in the plans and meeting Section 1411 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.

**ROADWAY LIGHTING FOUNDATIONS**

(9-12-17)

DB9 R09

**Description**

Roadway lighting foundations include foundations for high mount and light standards. High mount foundations for high mount standards and standard foundations for light standards consist of drilled piers or footings with pedestals, conduit and anchor rod assemblies. Construct roadway lighting foundations in accordance with the contract, 2018 Roadway Standard Drawings and accepted submittals. Define “high mount foundation” as a drilled pier including the conduit and anchor rod assembly that meets 2018 Roadway Standard Drawing No. 1402.01. Define “standard foundation” as a drilled pier or footing with pedestal including the conduit and anchor rod assembly that meets 2018 Roadway Standard Drawing No. 1405.01.

**Materials**

Use roadway lighting foundation materials that meet the *Foundations and Anchor Rod Assemblies for Metal Poles* Project Special Provision found elsewhere in this RFP. Provide metal shrouds for median mounted light standards in accordance with Subarticle 1400-4(I) of the 2018 *Standard Specifications for Roads and Structures*.

**Roadway Lighting Foundations****(A) High Mount Foundations**

Construct high mount foundations for the wind zone and high mount heights shown in the Final Lighting Plans provided by the Department, unless the following assumed site conditions are not applicable to high mount locations:

- 1) Soil with unit weight ( $\gamma$ )  $\geq 120$  pcf and friction angle ( $\phi$ )  $\geq 30^\circ$ ,
- 2) Groundwater at least seven feet below finished grade and
- 3) Slope of finished grade 6:1 (H:V) or flatter.

A subsurface investigation and high mount foundation design shall be required if the Engineer determines these assumed site conditions do not apply to a high mount location and the high mount cannot be moved. Subsurface conditions requiring a high mount foundation design, include but are not limited to, weathered or hard rock, boulders, very soft or loose soil, muck or shallow groundwater. No extension of completion date or time will be allowed for subsurface investigations or high mount foundation designs.

**(B) Standard Foundations**

Construct standard foundation types for the light standard types shown in the Final Lighting Plans provided by the Department and the site conditions at each light standard location. When weathered or hard rock, boulders or obstructions conflict with standard

foundations, submit an alternate standard foundation design for acceptance in accordance with Article 105-2 of the 2018 *Standard Specifications for Roads and Structures*. No extension of completion date or time will be allowed for alternate standard foundations.

### **Subsurface Investigations**

Use a prequalified geotechnical consultant to perform one standard penetration test (SPT) boring in accordance with ASTM D1586 at each high mount location requiring a subsurface investigation. Rough grade high mount locations to within two feet of finished grade before beginning drilling. Drill borings to two drilled pier diameters below anticipated pier tip elevations or refusal, whichever is higher.

Use the computer software gINT Version V8i or later manufactured by Bentley Systems, Inc. with the current NCDOT gINT library and data template to produce SPT boring logs. Provide boring logs sealed by a geologist or engineer licensed in the state of North Carolina.

### **High Mount Foundation Designs**

Design high mount foundations for the wind zone and high mount heights shown in the Final Lighting Plans provided by the Department and the slope of finished grade and subsurface conditions at each high mount location. Design drilled piers, footings and pedestals in accordance with the 2013 AASHTO *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 6<sup>th</sup> Edition, including the latest interim specifications and the latest interim revisions.

Design drilled piers for side resistance only in accordance with Section 4.6 of the AASHTO *Standard Specifications for Highway Bridges*. Use the computer software LPILE Version 2016 or later manufactured by Ensoft, Inc. to analyze drilled piers. Provide drilled pier designs with a horizontal deflection of less than 0.5-inch at top of piers.

Design footings in accordance with Section 4.4 of the AASHTO *Standard Specifications for Highway Bridges*. Do not use an allowable bearing pressure of more than 3,000 psf for footings.

Submit boring logs, working drawings and design calculations for acceptance in accordance with Article 105-2 of the 2018 *Standard Specifications for Roads and Structures*. Submit working drawings showing plan views, required foundation dimensions and elevations and typical sections with reinforcement, conduit and anchor rod assembly details. Include all boring logs, design calculations and LPILE output for high mount foundation design submittals. Have high mount foundations designed, detailed and sealed by an engineer licensed in the state of North Carolina.

### **Construction Methods**

Grade around roadway lighting locations with cut and fill slopes as shown on 2018 Roadway Standard Drawing No. 1402.01 or No. 1405.01. Construct drilled piers, footings and pedestals and install anchor rod assemblies for roadway lighting foundations in accordance with the



*Foundations and Anchor Rod Assemblies for Metal Poles* Project Special Provision found elsewhere in this RFP.

For median mounted light standards, place concrete for median barriers and underlying pedestals in the same pour. Construct concrete barriers in accordance with the contract and make concrete median barriers continuous through standard foundations. Coordinate construction of median mounted light standards with sign structures, concrete barriers, drainage structures, etc. to avoid conflicts.

## **FOUNDATIONS AND ANCHOR ROD ASSEMBLIES FOR METAL POLES**

(1-17-12) (Rev. 11-22-17)

9, 14, 17

DB9 R05

### **Description**

Foundations for metal poles include foundations for signals, cameras, overhead and dynamic message signs (DMS) and high mount and light standards supported by metal poles or upright trusses. Foundations consist of footings with pedestals and drilled piers with or without grade beams or wings. Anchor rod assemblies consist of anchor rods (also called anchor bolts) with nuts and washers on the exposed ends of rods and nuts and a plate or washers on the other ends of rods embedded in the foundation.

Construct concrete foundations with the required resistances and dimensions and install anchor rod assemblies in accordance with the contract and accepted submittals. Construct drilled piers consisting of cast-in-place reinforced concrete cylindrical sections in excavated holes. Provide temporary casings or polymer slurry as needed to stabilize drilled pier excavations. Use a prequalified Drilled Pier Contractor to construct drilled piers for metal poles. Define “excavation” and “hole” as a drilled pier excavation and “pier” as a drilled pier.

This provision does not apply to foundations for signal pedestals; see Section 1743 of the 2018 *Standard Specifications for Roads and Structures* and 2018 Roadway Standard Drawing No. 1743.01.

### **Materials**

Refer to the 2018 *Standard Specifications for Roads and Structures*.

<b>Item</b>	<b>Section/Article</b>
Conduit	1091-3
Grout, Type 2	1003
Polymer Slurry	411-2(B)(2)
Portland Cement Concrete	1000
Reinforcing Steel	1070
Rollers and Chairs	411-2(C)
Temporary Casings	411-2(A)

Provide Type 3 material certifications in accordance with Article 106-3 of the 2018 *Standard Specifications for Roads and Structures* for conduit, rollers, chairs and anchor rod assemblies.

Store steel materials on blocking at least 12 inches above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport, unload and store foundation and anchor rod assembly materials so materials are kept clean and free of damage. Bent, damaged and/or defective materials shall be rejected.

Use conduit type in accordance with the contract. Use Class A concrete for footings and pedestals, Class Drilled Pier concrete for drilled piers and Class AA concrete for grade beams and wings including portions of drilled piers above bottom of wings elevations. Corrugated temporary casings may be accepted at the discretion of the Engineer. A list of approved polymer slurry products is available from:

**[connect.ncdot.gov/resources/Geological/Pages/Products.aspx](http://connect.ncdot.gov/resources/Geological/Pages/Products.aspx)**

Provide anchor rod assemblies in accordance with the contract consisting of the following:

- (A) Straight anchor rods,
- (B) Heavy hex top and leveling nuts and flat washers on exposed ends of rods, and
- (C) Nuts and either flat plates or washers on the other ends of anchor rods embedded in foundations.

Do not use lock washers. Use steel anchor rods, nuts and washers that meet ASTM F1554 for Grade 55 rods and Grade A nuts. Use steel plates and washers embedded in concrete with a thickness of at least 1/4-inch. Galvanize anchor rods and exposed nuts and washers in accordance with Article 1076-4 of the 2018 *Standard Specifications for Roads and Structures*. It is not necessary to galvanize nuts, plates and washers embedded in concrete.

### **Construction Methods**

Install the required size and number of conduits in foundations in accordance with the plans developed by the Design-Build Team and accepted submittals. Construct top of piers, footings, pedestals, grade beams and wings flat, level and within one-inch of the elevations shown in the plans developed by the Design-Build Team or approved by the Engineer. Provide an Ordinary Surface finish in accordance with Subarticle 825-6(B) of the 2018 *Standard Specifications for Roads and Structures* for portions of foundations exposed above finished grade. Do not remove anchor bolt templates or pedestal or grade beam forms or erect metal poles or upright trusses onto foundations until concrete attains a compressive strength of at least 3,000 psi.

- (A) Drilled Piers

Before starting drilled pier construction, hold a predrill meeting to discuss the installation, monitoring and inspection of the drilled piers. Schedule this meeting after the Drilled Pier Contractor has mobilized to the site. The Resident or Division Traffic

Engineer, Design-Build Team and Drilled Pier Contractor Superintendent shall attend this predrill meeting.

Do not excavate holes, install piles or allow equipment wheel loads or vibrations within 20 feet of completed piers until 16 hours after Drilled Pier concrete reaches initial set.

Check for correct drilled pier alignment and location before beginning drilling. Check plumbness of holes frequently during drilling.

Construct drilled piers with the minimum required diameters shown in the plans developed by the Design-Build Team. Install piers with tip elevations no higher than shown in the plans developed by the Design-Build Team or approved by the Engineer.

Excavate holes with equipment of the sizes required to construct drilled piers. Depending on the subsurface conditions encountered, drilling through rock and boulders may be required. Do not use blasting for drilled pier excavations.

Contain and dispose of drilling spoils and waste concrete as directed and in accordance with Section 802 of the 2018 *Standard Specifications for Roads and Structures*. Drilling spoils consist of all materials and fluids removed from excavations.

If unstable, caving or sloughing materials are anticipated or encountered, stabilize holes with temporary casings and/or polymer slurry. Do not use telescoping temporary casings. If it becomes necessary to replace a temporary casing during drilling, backfill the excavation, insert a larger casing around the casing to be replaced or stabilize the excavation with polymer slurry before removing the temporary casing.

If temporary casings become stuck or the Design-Build Team proposes leaving casings in place, temporary casings shall be installed against undisturbed material. Unless otherwise approved, do not leave temporary casings in place for mast arm poles and cantilever signs. The Engineer will determine if casings may remain in place. If the Design-Build Team proposes leaving temporary casings in place, do not begin drilling until the Department approves a casing installation method.

Use polymer slurry and additives to stabilize holes in accordance with the slurry manufacturer's recommendations. Provide mixing water and equipment suitable for polymer slurry. Maintain the required slurry properties at all times except for sand content.

Define a "sample set" as slurry samples collected from mid-height and within two feet of the bottom of holes. Take sample sets from excavations to test polymer slurry immediately after filling holes with slurry, at least every four hours thereafter and immediately before placing concrete. Do not place Drilled Pier concrete until both slurry samples from an excavation meet the required polymer slurry properties. If any slurry test

results do not meet the requirements, the Engineer may suspend drilling until both samples from a sample set meet the required polymer slurry properties.

Remove soft and loose material from bottom of holes using augers to the satisfaction of the Engineer. Assemble rebar cages and place cages and Drilled Pier concrete in accordance with Subarticle 411-4(E) of the 2018 *Standard Specifications for Roads and Structures*, except for the following:

- (1) Inspections for tip resistance and bottom cleanliness are not required,
- (2) Temporary casings may remain in place if approved, and
- (3) Concrete placement may be paused near the top of pier elevations for anchor rod assembly installation and conduit placement or
- (4) If applicable, concrete placement may be stopped at bottom of grade beam or wings elevations for grade beam or wing construction.

If wet placement of concrete is anticipated or encountered, do not place drilled pier concrete until the Department approves a concrete placement procedure. If applicable, temporary casings and fluids may be removed when concrete placement is paused or stopped in accordance with the exceptions above provided holes are stable. Remove contaminated concrete from exposed drilled pier concrete after removing casings and fluids. If holes are unstable, do not remove temporary casings until the Department approves a procedure for placing anchor rod assemblies and conduit or constructing grade beams or wings.

Use collars to extend drilled piers above finished grade. Remove collars after drilled pier concrete sets and round top edges of piers.

If drilled piers are questionable, pile integrity testing (PIT) and further investigation may be required in accordance with Article 411-5 of the 2018 *Standard Specifications for Roads and Structures*. A drilled pier shall be considered defective in accordance with Subarticle 411-5(D) of the 2018 *Standard Specifications for Roads and Structures* and drilled pier acceptance shall be based in part on the criteria in Article 411-6 of the 2018 *Standard Specifications for Roads and Structures* except for the top of pier tolerances in Subarticle 411-6(C) of the 2018 *Standard Specifications for Roads and Structures*.

If a drilled pier is under further investigation, do not grout core holes, backfill around the pier or perform any work on the drilled pier until the Engineer accepts the pier. If the drilled pier is accepted, dewater and grout core holes and backfill around the pier with approved material to finished grade. If the Engineer determines a pier is unacceptable, remediation shall be required in accordance with Article 411-6 of the 2018 *Standard Specifications for Roads and Structures*. No additional compensation or extension of

completion date or time will be allowed for remediation of unacceptable drilled piers or post repair testing.

Permanently embed a plate in or mark top of piers with the pier diameter and depth, size and number of vertical reinforcing bars and the minimum compressive strength of the concrete mix at 28 days.

(B) Footings, Pedestals, Grade Beams and Wings

Excavate as necessary for footings, grade beams and wings in accordance with the plans developed by the Design-Build Team, accepted submittals and Section 410 of the 2018 *Standard Specifications for Roads and Structures*. If unstable, caving or sloughing materials are anticipated or encountered, shore foundation excavations as needed with an approved method. Notify the Engineer when foundation excavation is complete. Do not place concrete or reinforcing steel until excavation dimensions and foundation material are approved by the Engineer.

Construct cast-in-place reinforced concrete footings, pedestals, grade beams and wings with the dimensions shown in the plans developed by the Design-Build Team and in accordance with Section 825 of the 2018 *Standard Specifications for Roads and Structures*. Use forms to construct portions of pedestals and grade beams protruding above finished grade. Provide a chamfer with a  $\frac{3}{4}$ -inch horizontal width for pedestal and grade beam edges exposed above finished grade. Place concrete against undisturbed soil or backfill and fill in accordance with Article 410-8 of the 2018 *Standard Specifications for Roads and Structures*. Proper compaction around footings and wings shall be critical for foundations to resist uplift and torsion forces.

(C) Anchor Rod Assemblies

Size anchor rods for design and the required projection above top of foundations. Determine required anchor rod projections from nut, washer and base plate thicknesses, the protrusion of three to five anchor rod threads above top nuts after tightening and the distance of one nut thickness between top of foundations and bottom of leveling nuts.

Protect anchor rod threads from damage during storage and installation of anchor rod assemblies. Before placing anchor rods in foundations, turn nuts onto and off rods past leveling nut locations. Turn nuts with the effort of one workman using an ordinary wrench without a cheater bar. Report any thread damage to the Engineer that requires extra effort to turn nuts.

Arrange anchor rods symmetrically about center of base plate locations as shown in the plans developed by the Design-Build Team. Set anchor rod elevations based on required projections above top of foundations. Securely brace and hold rods in the correct position, orientation and alignment with a steel template. Do not weld to reinforcing steel, temporary casings or anchor rods.

Install top and leveling (bottom) nuts, washers and the base plate for each anchor rod assembly in accordance with the following procedure:

- (1) Turn leveling nuts onto anchor rods to a distance of one nut thickness between the top of foundation and bottom of leveling nuts. Place washers over anchor rods on top of leveling nuts.
- (2) Determine if nuts are level using a flat rigid template on top of washers. If necessary, lower leveling nuts to level the template in all directions or if applicable, lower nuts to tilt the template so the metal pole or upright truss will lean as shown in the plans developed by the Design-Build Team. If leveling nuts and washers are not in full contact with the template, replace washers with galvanized beveled washers.
- (3) Verify the distance between the foundation and leveling nuts is no more than one nut thickness.
- (4) Place base plate with metal pole or upright truss over anchor rods on top of washers. High mount luminaires may be attached before erecting metal poles but do not attach cables, mast arms or trusses to metal poles or upright trusses at this time.
- (5) Place washers over anchor rods on top of base plate. Lubricate top nut bearing surfaces and exposed anchor rod threads above washers with beeswax, paraffin or other approved lubricant.
- (6) Turn top nuts onto anchor rods. If nuts are not in full contact with washers or washers are not in full contact with the base plate, replace washers with galvanized beveled washers.
- (7) Tighten top nuts to snug-tight with the full effort of one workman using a 12-inch wrench. Do not tighten any nut all at once. Turn top nuts in increments. Follow a star pattern cycling through each nut at least twice.
- (8) Repeat (7) for leveling nuts.
- (9) Replace washers above and below the base plate with galvanized beveled washers if the slope of any base plate face exceeds 1:20 (5%), any washer is not in firm contact with the base plate or any nut is not in firm contact with a washer. If any washers are replaced, repeat (7) and (8).

- (10) With top and leveling nuts snug-tight, mark each top nut on a corner at the intersection of two flats and a corresponding reference mark on the base plate. Mark top nuts and base plate with ink or paint that is not water-soluble. Use the turn-of-nut method for pretensioning. Do not pretension any nut all at once. Turn top nuts in increments for a total turn that meets the following nut rotation requirements:

<b>NUT ROTATION REQUIREMENTS (Turn-of-Nut Pretensioning Method)</b>	
<b>Anchor Rod Diameter, inch</b>	<b>Requirement</b>
$\leq 1 \frac{1}{2}$	1/3 turn (2 flats)
$> 1 \frac{1}{2}$	1/6 turn (1 flat)

Follow a star pattern cycling through each top nut at least twice.

- (11) Ensure nuts, washers and base plate are in firm contact with each other for each anchor rod. Cables, mast arms and trusses may now be attached to metal poles and upright trusses.
- (12) Between four and 14 days after pretensioning top nuts, use a torque wrench calibrated within the last 12 months to check nuts in the presence of the Engineer. Completely erect mast arm poles and cantilever signs and attach any hardware before checking top nuts for these structures. Check that top nuts meet the following torque requirements:

<b>TORQUE REQUIREMENTS</b>	
<b>Anchor Rod Diameter, inch</b>	<b>Requirement, ft-lb</b>
7/8	180
1	270
1 1/8	380
1 1/4	420
$\geq 1 \frac{1}{2}$	600

If necessary, retighten top nuts in the presence of the Engineer with a calibrated torque wrench to within  $\pm 10$  ft-lb of the required torque. Do not overtighten top nuts.

- (13) Do not grout under base plate.

**WORK ZONE PERFORMANCE PAVEMENT MARKINGS**

(10-08-16) (Rev. 01-05-21)

**Description**

The Design-Build Team shall furnish and install Work Zone Performance pavement markings that delineate the travel way for work zone traffic patterns on high speed (55 mph or higher) facilities and or facilities that have traffic volumes greater than 50,000 ADT. The purpose of Work Zone Performance pavement marking is to provide a more durable work zone pavement marking that shall last the full duration of a traffic pattern without requiring replacement or reapplication for a period of up to 12 months. The Work Zone Performance pavement markings shall also provide a higher retroreflectivity performance level, throughout the required 12-month duration, than standard traffic paints to improve nighttime work zone visibility.

**Materials****a) General**

Use materials in accordance with the manufacturer's recommendations that shall retain both durability and a minimum retroreflectivity, as described elsewhere in this RFP, for a period of at least 12 months.

The Work Zone Performance pavement markings shall be manufactured to bond successfully to both concrete and asphalt pavements. The pavement marking materials shall be applied in a single application. The following are approved materials to be used for Work Zone Performance pavement markings:

- Polyurea (for use on concrete pavement only)
- Thermoplastic (Extruded and Sprayed)
- Epoxy
- Polymer (Single System)
- Cold Applied Plastic (Type 4)

When using Cold Applied Plastic Type 4 pavement markings, place temporary raised markers half on and half off edge lines and centerlines to help secure the tape to the roadway. Markers shall be spaced the appropriate distance apart as described by the 2018 Roadway Standard Drawing No. 1250.01, Sheet 1 of 3.

**b) Material Qualifications/Certifications**

The Design-Build Team shall only use Work Zone Performance pavement marking materials, as listed above, that are on the NCDOT Approved Products List at the time of installation. In accordance with Article 106-3, and Section 1087-4 of the 2018 NCDOT *Standard Specifications for Roads and Structures*, the Design-Build Team shall provide a Type 3 Material Certification for all materials, and a Type 3 and Type 4 certification for all reflective media.



**c) Performance**

Poor performance of Work Zone Performance pavement marking materials at any site, whether or not related to a specific contract, may be grounds for removing the material from the NCDOT Approved Products List.

**Construction Methods**

The Design-Build Team shall not use hand applied methods or any other non-truck mounted application equipment/device to install Work Zone Performance pavement markings for applications longer than 1000 feet.

All Work Zone Performance pavement markings shall be installed in a single application. Multiple passes shall not be allowed.

**a) Testing Procedures**

All Work Zone Performance pavement markings will be tested by the Department through an independent Mobile Retroreflective Contractor. The Work Zone Performance pavement markings will be scanned to ensure the retroreflectivity requirements in **Section c** below are met.

**b) Application Equipment**

Application equipment shall be in accordance with Section 1205 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.

**c) Material Application**

The Work Zone Performance pavement marking material shall be applied at the following minimum thicknesses:

- Polyurea = 20 mils wet
- Epoxy = 20 mils wet
- Thermoplastic (Extruded or Sprayed) = 50 mils wet
- Polymer = 20 mils wet
- Cold Applied Plastic (IV) = Manufacturer's recommendation

The Work Zone Performance pavement marking line widths for interstates and freeways shall be as follows:

- Edge lines, Solid Lane Lines, Skip and Mini-Skip Lines = 6"
- Gorelines = 12"

The Work Zone Performance pavement marking line widths for all other facilities shall be four inches.

“No track” dry times for the liquid systems shall be ten minutes or shorter. Traffic shall not be placed on any material until it is sufficiently dry/cured to eliminate wheel tracking.

The minimum level of retroreflectivity for all Work Zone Performance pavement marking system selected shall be as follows:

**Reflectometer Requirements for Work Zone “Performance” Pavement Markings**

<b>Color</b>	<b>Initial</b>	<b>6 Months</b>	<b>12 Months</b>
White	375 mcd/lux/m <sup>2</sup>	275 mcd/lux/m <sup>2</sup>	150 mcd/lux/m <sup>2</sup>
Yellow	250 mcd/lux/m <sup>2</sup>	150 mcd/lux/m <sup>2</sup>	100 mcd/lux/m <sup>2</sup>

For the initial installation and the durations noted in the chart above, the Work Zone Performance pavement markings shall adhere to the corresponding retroreflectivity levels.

The Design-Build Team shall notify the Engineer, in writing, a minimum of seven - ten days prior to the installation of Work Zone Performance pavement markings. The Department will measure initial retroreflectivity levels with a mobile retroreflectometer within 30 days after placement to ensure compliance with the reflectivity levels in the chart above.

Work Zone Performance pavement markings shall maintain the retroreflectivity levels for the durations noted above. If the markings appear to be non-performing, in the Engineer’s sole discretion, the Engineer may request additional retroreflectivity readings to be performed by the Department. If and when this becomes necessary, the same notification procedure as described above shall be used to have Work Zone Performance pavement markings measured by a Mobile Retroreflective Contractor.

If measured and found to be noncompliant, the Design-Build Team shall replace the Work Zone Performance pavement markings at no cost to the Department.

All Work Zone Performance pavement markings shall be durable enough to withstand a single snow event without showing excessive fatigue in either bonding or retroreflectivity. The Design-Build Team shall replace the Work Zone Performance pavement markings if a single snowplow event results in more than 25% of the pavement marking edgelines or skips being physically removed and/or the Work Zone Performance pavement markings do not meet the following minimum retroreflectivity values:

**Reflectometer Requirements for Work Zone Performance Pavement Markings after a Single Snowplowed Event**

<b>Color</b>	<b>Minimum</b>
White	150 mcd/lux/m2
Yellow	100 mcd/lux/m2

Unless the temporary traffic pattern is to be modified within 30 days, the Design-Build Team shall replace all non-compliant Work Zone Performance pavement markings within 30 days of determining they are non-compliant.

If the work zone experiences more than one snow event requiring snowplowing, the retroreflectivity values in the chart above will no longer apply. The Engineer will determine if the pavement markings are performing adequately and/or if replacement is necessary due to excessive damage caused solely by snowplow activities. If the Work Zone Performance pavement markings are found to be deficient, solely in the Engineer's discretion, they shall be replaced. In such case, the Work Zone Performance pavement markings will be paid for as extra work in accordance with Subarticle 104-8-(A) of the NCDOT *Standard Specifications for Roads and Structures* at the unit price of \$0.40 per linear foot. Unless the temporary traffic pattern is to be modified within 30 days, the Design-Build Team shall replace all Work Zone Performance pavement markings damaged due to multiple snowplow events within 30 days.

If the Work Zone Performance pavement markings need to remain in place longer than 12 months, the markings shall be scanned by a Mobile Retroreflective Contractor. If the Work Zone Performance pavement markings meet or exceed the 12-month retroreflectivity requirements noted above, the markings can remain in place. If the Work Zone Performance pavement markings do not meet or exceed the 12-month retroreflectivity requirements noted above, the Design-Build Team shall replace the Work Zone Performance pavement markings within 15 days of the 12-month duration date at no cost to the Department. If and when this becomes necessary, the same notification procedure as described above shall be used to have Work Zone Performance pavement markings measured by a Mobile Retroreflective Contractor.

**d) Surface Preparation**

Prior to installation, all pavement surfaces to receive Work Zone Performance pavement markings shall be swept clean and prepared in accordance with the Manufacturer's recommendation.

**e) Temperature and Weather Limitations**

Work Zone Performance pavement markings shall only be applied when the ambient air temperature and the pavement temperature are 50° F or higher for thermoplastic and are 40° F or higher for all other materials. The Design-Build Team shall not install Work Zone Performance pavement markings unless the pavement surface is completely dry. The Design-

Build Team shall not install Work Zone Performance pavement markings within four hours of a heavy rain event, (rainfall intensities equal to or greater than 1 inch/per hour).

In the event a traffic shift must occur when the air and/or pavement temperatures are below the aforementioned minimums and/or a rain event occurs four hours prior to or during a planned traffic shift, the Design-Build Team may install temporary pavement marking paint, at the Engineer's sole discretion. Temporary pavement marking paint shall be applied in one application and shall produce a four-inch wide line at 15 mils (wet). Beads that provide the following minimum retroreflectivity shall be applied to the temporary pavement marking paint:

White:	225 mcd/lux/m <sup>2</sup>
Yellow:	200 mcd/lux/m <sup>2</sup>

The temporary pavement marking paint with beads shall maintain the minimum retroreflectivity noted above until placement of the Work Zone Performance pavement markings.

The Design-Build Team shall replace/reapply temporary pavement marking paint with beads that does not adhere to the retroreflectivity requirements noted above at no cost to the Department. The Design-Build Team shall apply the Work Zone Performance pavement markings within 90 days of installing the temporary pavement marking paint with beads.

Excluding damage due solely to snowplow events, the Design-Build Team shall replace all Work Zone Performance pavement material that debonds and/or does not adhere to the retroreflectivity levels for the corresponding durations noted above at no cost to the Department.

### **PORTABLE CONSTRUCTION LIGHTING**

(3-22-22)

1413

DB14 R13

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 14-24, Article 1413-3 TOWER LIGHT, Lines 2 - 7**, delete and replace the first and second sentence in the first paragraph with the following:

Use tower lights which consist of mercury vapor, metal halide, high pressure sodium, low pressure sodium or light emitting diode (with correlated color temperature of 4000 Kelvin or less) fixtures mounted on a tower approximately 30 feet in height. Use tower light fixtures which are heavy duty flood, area, or roadway style with wide beam spread, have sufficient output to provide the minimum illumination for the Work Category, are weatherproof and supplied with attached waterproof power cord and plug.

**Page 14-24, Article 1413-3 TOWER LIGHT, Lines 11 - 12,** delete and replace the second paragraph with the following:

Provide tower lights of sufficient wattage or quantity to provide the minimum average maintained horizontal illuminance over the work area based on the Work Category as shown in Table 1413-1. For any work not covered in Table 1413-1, provide a minimum average maintained horizontal illuminance of 20.0 footcandles over the work area.

<b>TABLE 1413-1 MINIMUM ILLUMINATION REQUIREMENTS FOR PORTABLE CONSTRUCTION LIGHTING</b>		
<b>Work Category</b>	<b>Description of Construction and Maintenance Task</b>	<b>Minimum Average Maintained Horizontal Illuminance</b>
I	Excavation; Embankment, Fill and Compaction; Maintenance of Embankment; Asphalt Pavement Rolling; Subgrade, Stabilization and Construction; Base Course Rolling; Sweeping and Cleaning; Landscaping, Sod and Seeding; Reworking Shoulders.	5.0 footcandle
II	Barrier Wall and Traffic Separators; Milling, Removal of Pavement; Asphalt Paving and Resurfacing; Concrete Pavement; Base Course Grading and Shaping; Surface Treatment; Waterproofing and Sealing; Sidewalk Construction; Guardrails and Fencing; Striping and Pavement Marking; Highway Signs; Bridge Decks; Drainage Structures and Drainage Piping; Other Concrete Structures; Repair of Concrete Pavement; Pothole Filling; Repair of Guardrail and Fencing.	10.0 footcandle
III	Traffic Signals; Highway Lighting Systems; Crack Filling.	20.0 footcandle

**Page 14-24, Article 1413-4 MACHINE LIGHTS, Lines 18 - 21,** delete and replace the first and second sentence in the first paragraph with the following:

Use machine lights which have mercury vapor, metal halide, high pressure sodium, low pressure sodium or light emitting diode (with correlated color temperature of 4000 Kelvin or less) fixtures mounted on supports attached to the construction machine at a height of approximately 13 feet.

**Page 14-24, Article 1413-5 CONSTRUCTION METHODS, Lines 33 - 34,** delete and replace the third and fourth sentence in the first paragraph with the following:

Submit photometric calculations showing the minimum average maintained horizontal illuminance over the work area and the tower spacing to the Engineer for review and approval prior to installation.

**HIGH VISIBILITY DEVICES**

(10-25-19) (Rev. 5-10-21)

**Description**

In accordance with this RFP, the Design-Build Team shall furnish and install high visibility devices for projects on Interstates and Freeways with durations of 24 months or more. High visibility devices include drums, skinny drums, stationary work zone signs and portable work zone signs. All of these devices shall be new. Used devices shall not be acceptable.

**Materials****A) General**

Use materials in accordance with the manufacturer's recommendations that will retain both durability and retroreflectivity as described elsewhere in this project special provision for a period of at least 36 months.

The following are required high visibility devices to be used for Work Zone Performance applications.

- Drums
- Skinny Drums (daytime use only)
- Stationary Work Zone Signs
- Rigid Portable Work Zone Signs

All drums and skinny drums shall be new and meet the existing requirements of Section 1089-5 of the 2018 NCDOT *Standard Specifications for Roads and Structures* and shall have Grade B flexible fluorescent orange sheeting that meets the retroreflective requirements of Section 1092-2 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.

All stationary work zone signs shall be new and meet the existing requirements of Section 1089-1 of the 2018 NCDOT *Standard Specifications for Roads and Structures*. Legend overlays shall be prohibited and shall not be accepted on the Interstate/Freeway or associated intersecting roadways. Vertical sign post reflector strips shall be added to all stationary sign supports. Use Grade B fluorescent orange for work zone sign supports and Grade B fluorescent yellow for exit sign supports. Install strips a minimum of six inches in length on sign supports with one sign mounted at a minimum of 4.5 feet in length for sign supports with two or more signs mounted vertically.

All portable work zone signs shall be new and have composite substrates as described in Section 1089-1 of the 2018 NCDOT *Standard Specifications for Roads and Structures*. Roll-up signs shall not meet the requirements of the project special provision. The remainder of the existing requirements of Section 1089-1 of the 2018 NCDOT *Standard Specifications for Roads and Structures* remain. Used sign stands will be acceptable.

**B) Material Qualifications/Certifications**

Only use materials as listed above that are on the NCDOT Approved Products List. In addition, provide a Type 3 Material Certification for all materials in accordance with Section 106-3 and Section 1087-4 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.

**(C) Performance**

Poor performance of any device or sign at any site, whether or not related to a specific contract may be grounds for removing the material from the NCDOT Approved Products List and/or removing from any project under contract.

**Construction Methods**

All requirements of Section 1110-3 and Section 1130-3 of the 2018 NCDOT *Standard Specifications for Roads and Structures* shall apply except roll-up signs shall not be permitted for use.

The use of skinny drums shall be prohibited for all nighttime lane closures on Interstates and Freeways.

**Maintenance**

Replace any sign or drum that prematurely fails due to any damage or defect that causes it to perform unsatisfactorily with an “in kind” device of similar quality and age according to the guidelines set forth in the American Traffic Safety Service Association’s (ATSSA) Quality Guidelines for Work Zone Traffic Control Devices. An “in kind” replacement sign or drum is not required to be new, however, it shall be less than one year old and have 100% of its original sheeting area and at least 85% of the retroreflective qualities of a new device, so that it is undetectable adjacent to the original devices and signs placed on the project.

**SEQUENTIAL FLASHING WARNING LIGHTS**

(10-08-16) (Rev. 5-10-21)

**Description**

In accordance with this RFP, the Design-Build Team shall furnish and install Sequential Flashing Warning Lights on drums used for merging tapers during nighttime lane closures on all multilane roadways with speed limits of 55 mph or higher.

**Materials**

The Sequential Flashing Warning Lights shall meet all of the requirements for warning lights within the current edition of the *Manual of Uniform Traffic Control Devices (MUTCD)*.

Each light unit shall be capable of operating fully and continuously for a minimum of 200 hours when equipped with a standard battery set.

Each light in the sequence shall be flashed at a rate of not less than 55 times per minute and not more than 75 times per minute. The flash rate and flash duration shall be consistent throughout the sequence.

Supply a Type 3 Certification (Independent Test Lab results) documenting all actual test results for the specified parameters contained in the Institute of Transportation Engineer's (ITE's) *Purchase Specification for Flashing and Steady Burn Warning Lights*. The laboratory shall also identify all manufacturer codes and part numbers for the incandescent lamp or LED clusters, lenses, battery, and circuitry, and the total width of the light with the battery in place. The complete assembly shall be certified as crashworthy when firmly affixed to the channelizing device.

All Sequential Flashing Warning Lights shall be on the NCDOT Approved Products List.

### **Construction Methods**

Sequential Flashing Warning Lights shall be used for night time lane closures on all multilane roadways with speed limits of 55 mph or higher.

These lights shall flash sequentially beginning with the first light and continuing until the final light.

The Sequential Flashing Warning Lights shall automatically flash in sequence when placed on the drums that form the merging taper.

The number of lights used in the drum taper shall equal the number of drums used in the taper.

Sequential Flashing Warning Lights shall only be mounted on drums.

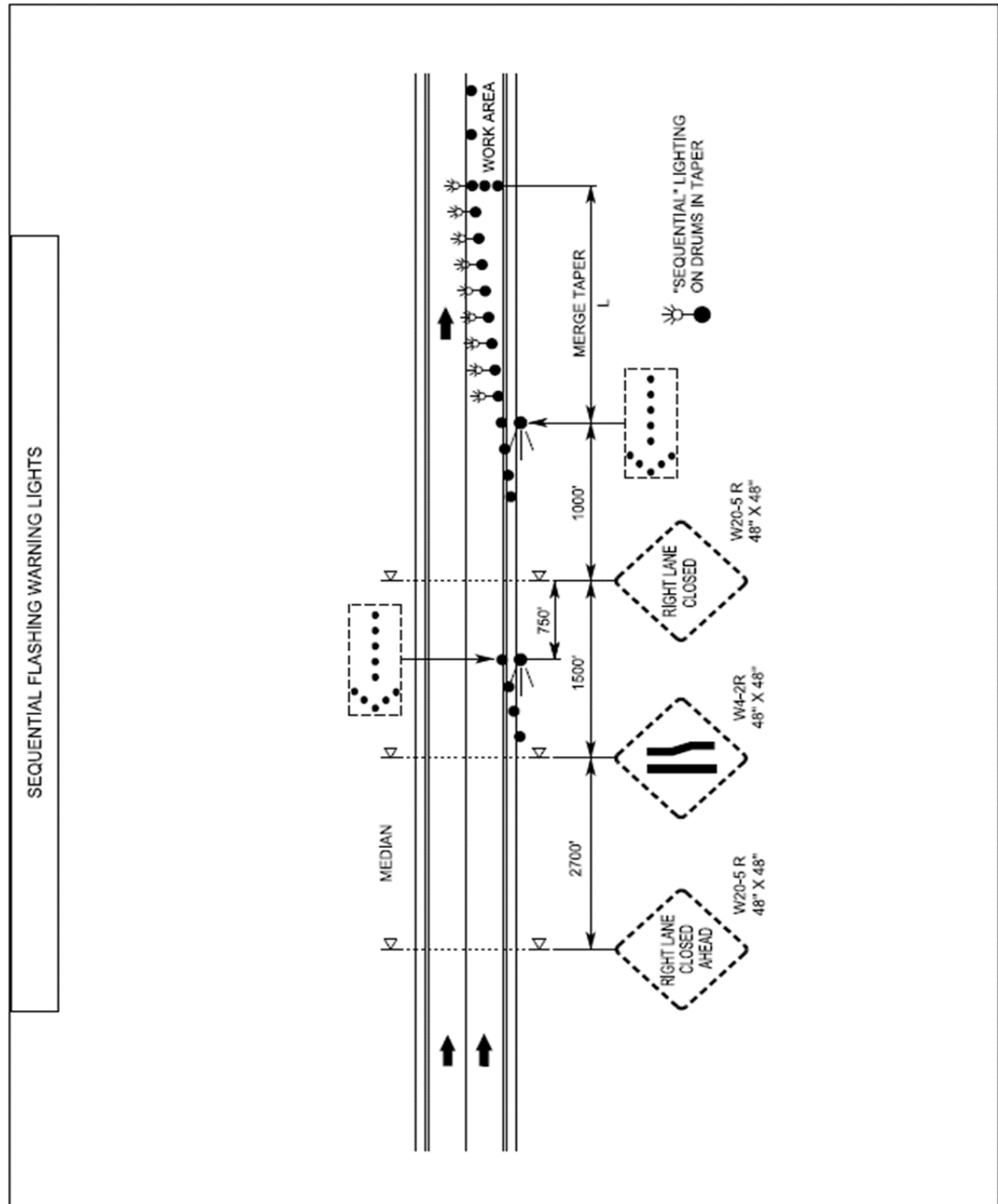
The Sequential Flashing Warning Lights shall be weather independent and visual obstructions shall not interfere with the operation of the lights.

The Sequential Flashing Warning Lights shall automatically sequence when placed in line in an open area with a distance between lights of ten to 100 feet.

If one light fails, the flashing sequence shall continue. If more than one light fails, all of the lights shall be automatically turned to the "off" mode. Non-sequential flashing is prohibited.

When lane closures are not in effect, the Sequential Flashing Warning Lights shall be deactivated.





**WORK ZONE PRESENCE LIGHTING**

(10-14-19) (Rev. 5-10-21)

**Description**

The Design-Build Team shall furnish and install Work Zone Presence Lighting during nighttime lane closures on multilane roadways with speed limits of 55 mph or higher.

**Materials**

Anti-glare lighting systems shall be required. Work Zone Presence Lighting shall be in addition to the Design-Build Team's Portable Construction Lighting. Work Zone Presence Lighting shall be installed in accordance with the detail below and the manufacturer's recommendations.

All Work Zone Presence Lighting shall be supplied with a power source to provide the light output as described in the Spacing Chart in the detail below.

Each light unit shall be capable of providing a minimum of 14,000 lumens illuminating a minimum area of approximately 3,000 square feet. The light shall be capable of being elevated to a height of 14 feet above the pavement.

Each light unit support base or mounting stand shall have the capability of being leveled so that the light mast is plumb.

Provide Work Zone Presence Lighting listed on the NCDOT Approved Products List.

**Construction Methods**

Work Zone Presence Lighting may be prestaged (up to one hour prior to single lane closures and up to two hours prior to double and triple lane closures) along with other traffic control devices or installed within one hour after the necessary traffic control devices have been installed for the lane closure(s). At the end of the work night, the Work Zone Presence Lighting shall be removed within one hour before or one hour after the lane closure(s) is removed.

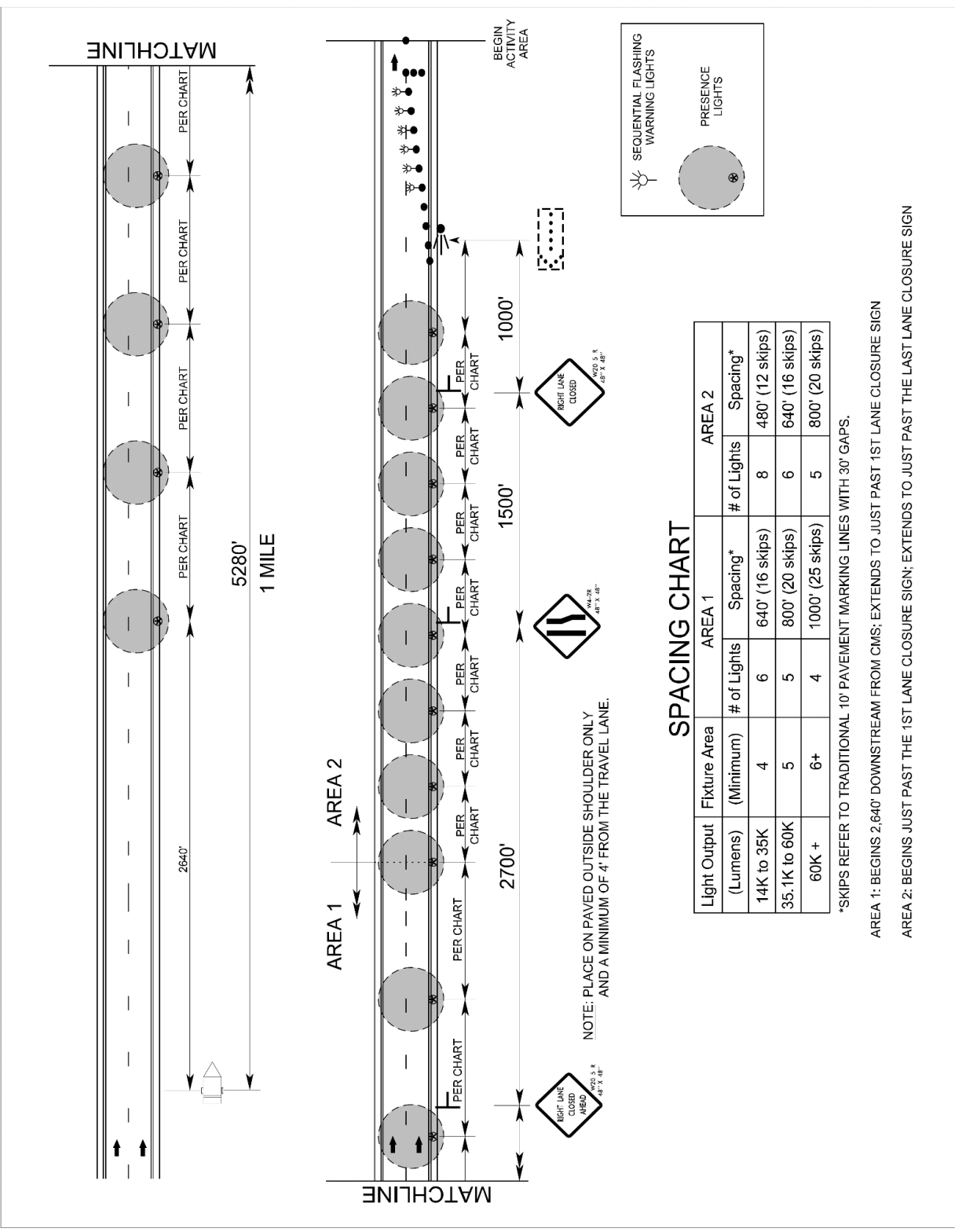
Whenever possible, each light unit shall be placed on the outside paved shoulder, a minimum of four feet from the travel lane, and spaced according to the chart for the amount of light output for each unit.

Work Zone Presence Lighting will be permitted to supplement the Portable Construction Lighting inside the lane closure. At no time shall Work Zone Presence Lighting be used in lieu of required Portable Construction Lighting.

If there is sufficient existing overhead lighting, in the Department's sole discretion, Work Zone Presence Lighting may be eliminated.

### **Lighting Unit Installation Requirements**

The lighting units shall be installed and spaced in accordance with the detail below:



**TYPICAL MEDIAN ACCESS AREAS**

(12-18-18)

**Description**

Perform the work covered by this section including, but not limited to, constructing, maintaining, and removing Typical Median Access Areas for construction vehicle ingress to and egress from the median to/from active travel lanes on controlled access facilities.

Typical Median Access Areas are not required when construction vehicle ingress and egress is conducted using lane closures as shown on 2018 Roadway Standard Drawing No. 1101.05, Sheet 2 of 2.

**Materials**

Refer to Divisions 6, 10, 11, 12, and 17 in the 2018 *Standard Specifications for Roads and Structures*.

Provide temporary traffic control devices listed on the NCDOT Approved Products List (APL).

Provide Work Zone Performance Pavement Markings (Reference the *Work Zone Performance Pavement Markings* Project Special Provision found elsewhere in this RFP)

Provide High Visibility Devices (Reference the *High Visibility Devices* Project Special Provision found elsewhere in this RFP)

**Flashing Beacon and Detection System****(A) General**

Provide flashing beacon and detection system components listed on the NCDOT ITS and Signals Qualified Products List (QPL).

Provide a trailer mounted flashing beacon and warning sign assembly that meets or exceeds the physical and operational requirements of the MUTCD, or other mounting method approved by the Department. The following specifications supplement those basic requirements.

- Provide a totally mobile complete unit capable of being located as traffic conditions demand.
- The warning sign height shall comply with 2018 Roadway Standard Drawing No. 1110.01, Sheet 1 of 3, when raised in the upright position.
- The flashing beacon housing assembly shall be of weather resistant construction.

**(B) Power System**

Provide a unit that is solar powered and supplemented with a battery backup system that includes a 110/120 VAC powered on-board charging system.

The unit shall also be capable of being powered by standard 110/120 VAC power source.

The batteries, when fully charged, shall be capable of powering the display for 20 continuous days with no solar power.

Store the battery bank and charging system in a lockable, weather, and vandal resistant box.

**(C) Controller**

Provide automatic brightness/dimming of the display and a manual override dimming switch.

The controller shall provide a battery-charge status indicator.

Mobile radio or any other radio transmissions shall not affect the controller.

Store the controller in a lockable, weather and vandal resistant box.

**(D) Trailer**

Finish all exterior metal surfaces with Federal orange enamel per Federal Standard 595a, color chip ID# 13538 or 12473 respectively. The trailer shall be able to support a 100 mph wind load with the display fully extended.

The trailer shall be equipped with leveling jacks capable of stabilizing the unit in a horizontal position when located on slopes 6:1 or flatter.

The trailer shall be properly equipped in compliance with North Carolina Law governing motor vehicles.

Provide a minimum four-inch wide strip of fluorescent orange retroreflective sheeting to the frame of the trailer. Apply the sheeting to all sides of the trailer. The retroreflective sheeting shall be Grade B that conforms to Article 1092-2 in the 2018 *Standard Specifications for Roads and Structures*. Drums may be supplemented around the unit in place of the sheeting.

**(E) Reliability**

Provide a sign unit, flashing beacons, and detection system with all components rated to operate at temperatures ranging from -30° F to 165° F.

## **Construction Methods**

See Typical Median Access Detail below.

### **Temporary Acceleration Lane**

Construct a temporary acceleration lane with a minimum length of 1720 feet and a minimum clear width of 12 feet from the face of the positive protection to the active travel lanes. At least 920 feet of parallel merge/diverge area shall be required adjacent to the active travel lanes, in addition to a 300-foot merging taper and a 500-foot channelized acceleration area that includes a 100-foot detection area. The channelized acceleration and detection areas shall have positive protection separating them from the active travel lanes and shall not overlap the 920 feet of parallel merge/diverge area.

For the proposed traffic volumes and durations in areas of temporary median access for construction traffic, the Design-Build Team shall 1) evaluate and upgrade the existing pavement structure, as needed, and 2) design all temporary pavement, in accordance with the Pavement Management Scope of Work found elsewhere in this RFP

Using Work Zone Performance Pavement Markings, install 12-inch yellow diagonal lines (2:1 slope) at 100-foot intervals throughout the upstream half of the parallel merge/diverge area, and at 55-foot intervals throughout the downstream half of the parallel merge/diverge area. Remove any conflicting markings in accordance with Section 1205 of the 2018 *Standard Specifications for Roads and Structures*.

### **Flashing Beacons and Detection System**

Provide High Visibility advance warning signage as shown in the details below. Provide a flashing beacon system with two (2) flashing lights per sign to alert motorists in the active travel lanes of work vehicles entering from the median.

Provide a non-intrusive detection system capable of detecting vehicles in the work area at least 400 feet in advance of the parallel merge/diverge area. The detection system shall be programmed such that passing public traffic in active travel lanes and vehicles in the work area not intending to use the parallel merge/diverge area are not detected.

Once detection occurs, the beacons on the advance warning sign(s) shall begin flashing immediately at a rate of not less than 50 or more than 60 times per minute. The beacons on the advance warning sign(s) shall flash continuously in an alternating pattern at all times that work vehicles are detected. The beacons shall continue flashing for thirty (30) seconds after detection ceases before turning off, and personnel on site shall have the ability to adjust this time based on field conditions. The flashing beacon system shall remain dark when idle.

Expedite repairs due to failure, malfunction or damage to the flashing beacons and/or detection system. Furnish another flashing beacon system or detection system approved by the Department during the repair time. Repair or replace flashing beacon system and/or detection systems

immediately; otherwise, suspend all construction activities requiring the use of the Median Access Area until the flashing beacon system and/or detection system is restored to operation.

Perform all maintenance operations recommended by the manufacturer of the flashing beacon system and detection system.

### **Location, Placement and Use**

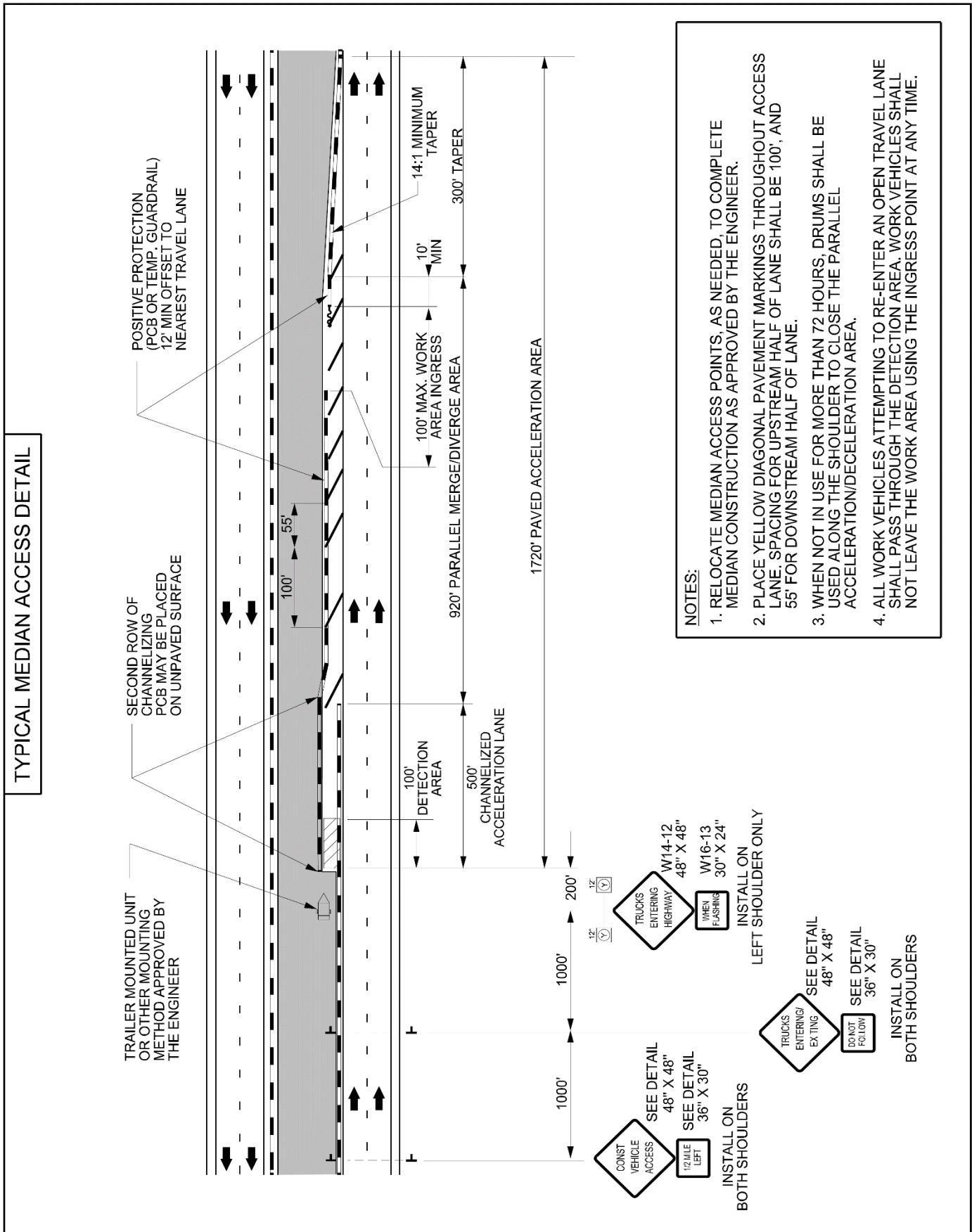
Typical Median Access Areas shall not be located within one-half (1/2) mile of any interchange acceleration or deceleration lanes, unless approved by the Department. All proposed locations for Typical Median Access Areas shall be reviewed and approved by the Department prior to installation.

Work vehicles using a particular Median Access Area shall not utilize any interchange ramp (on-ramp or off-ramp) within one (1) mile of the Median Access area.

Typical Median Access Areas installed in accordance with this section will not require the use of temporary lane closures for ingress/egress of work vehicles.

The Design-Build Team shall comply with multiple and single vehicle hauling restrictions as shown in the TMP when performing hauling of equipment or materials to or from the project while using Typical Median Access Areas.





[illegible]

[illegible]

[illegible]

[illegible]

**GREENWAYS AND MULTI-USE PATHS**

(2-18-14)

BP-1

**Description**

This project special provision provides for revisions to the 2018 *Standard Specifications for Roads and Structures* for work on a greenway or multi-use path not designed or intended to carry highway traffic.

**Materials**

Refer to the 2018 *Standard Specifications for Roads and Structures* except as noted in this project special provision. Use materials on the NCDOT Approved Products List (APL) where applicable.

**Construction Methods**

Construct Greenway in accordance with the plans developed by the Design-Build Team and the 2018 *Standard Specifications for Roads and Structures* except as noted below:

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

SECTION	ARTICLE	PAGE	REVISION
505: Aggregate Subgrade	505-3: Construction Methods	5-8	<p><b>Delete first paragraph and replace with the following:</b></p> <p>Perform shallow undercut up to 12 inches as necessary to remove unsuitable material. If necessary, install geotextile for soil stabilization in accordance with Article 270-3. Place Class III select material or Class IV subgrade stabilization (standard size no. ABC) by end dumping on geotextiles. Do not operate heavy equipment on geotextiles until geotextiles are covered with Class III or ABC. Compact ABC to 92% or to the highest density that can be reasonably attained.</p>
520: Aggregate Base Course	520-7: Shaping and Compaction	5-11	<p><b>Delete first sentence in second paragraph and replace with the following:</b></p> <p>For both nuclear and ring tests, compact each layer of the base to a density equal to at least 92% of that obtained by compacting a sample of the material in accordance with AASHTO T 180 as modified by the Department.</p> <p><b>Delete the third paragraph</b></p>
610: Asphalt Concrete Plant Mix Pavements	610-10: Density Requirements	6-23	<p><b>Delete Article 610-10 and replace with the following:</b></p> <p>Compact the asphalt plant mix to at least 85% of the maximum specific gravity.</p>
610: Asphalt Concrete Plant Mix Pavements	610-13: Final Surface Testing and Acceptance	6-24	<p><b>Delete Article 610-13</b></p>
848: Concrete Sidewalks	848-3: Construction Methods	8-31	<p><b>Delete second paragraph and replace with the following:</b></p> <p>Construct concrete greenway based on the typical sections in the plans developed by the Design-Build Team. Place groove joints at a spacing equal to the width of the greenway. Transverse Expansion Joints shall be required every 40 feet.</p>

**CONTROL OF NOISE**

The Design-Build Team shall minimize the noise impact to residences (single family homes, multifamily homes, apartments, dormitories, etc.) located within 700 feet of construction activities between 10:00 p.m. and 7:00 a.m. When work is occurring within 700 feet of any residential structure between 10:00 p.m. and 7:00 a.m., the Design-Build Team shall measure, collect, and monitor the noise level at the residence closest to the work and perform the work such that noise levels do not exceed 80 decibels ( $L_{max}$ ). Noise levels shall be measured at a height of five feet above the ground within 20 feet of the residential structure or at the right of way line closest to the residential structure, whichever is furthest from construction. Measurement data shall be provided to the Engineer within 24 hours of collection. If any noise levels exceed 80 decibels ( $L_{max}$ ), the Design-Build Team shall promptly notify the Engineer and modify or alter equipment and/or construction methods to adhere to the noise level requirements.

Work shall be performed in a manner to prevent nuisance conditions such as noise which exhibits a specific audible frequency or tone or impact noise (e.g. jackhammers, hoe rams, truck tailgates, pile drivers, rock drilling, concrete pavement demolition, etc.) between 10:00 p.m. and 7:00 a.m. The Engineer will determine whether or not nuisance noise conditions exist. All equipment shall be operated in accordance with the manufacturer's specifications and be equipped with all noise reducing equipment in proper operating condition.

The Department will not honor any requests for additional contract time or compensation for any modification of the work including, but not limited to, equipment/work modifications and work stoppages ordered by the Engineer as a result of noise that violates the conditions contained in this Project Special Provision.



**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 NCTA 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, NCTA, 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 the Contract Standards and Development Unit within the Field Support Division. Standard prices for materials, which the Department normally sells for a fee, will be in effect. The Design-Build Team shall be responsible for designing in accordance with the applicable documents and current revisions and supplements thereto.

**REVIEW OF SUBMITTALS**

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 NCTA 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 NCTA. Unless stipulated otherwise in the Scope of Work, submittals will be reviewed within the timeframe the Design-Build Team indicates on the design submittal or ten working days (15 days for temporary structures, overhead sign assemblies, MSE walls, FEMA compliance documents, curved steel girder working drawings and temporary shoring), whichever is greater. All review timeframes including, but not limited to, the aforementioned ten-day and 15-

day review timeframes, shall begin on the first working day after the NCTA receives the submittal, regardless of the time the submittal is received. All submittals shall be prepared and submitted in accordance with the *NCTA Design-Build Submittal Guidelines*, which by reference are incorporated and made a part of this contract. All submittals shall be made simultaneously to the NCTA 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 prioritize multiple submittals that are submitted concurrently. All submittals shall include pertinent Special Provisions. No work shall be performed prior to NCTA review and acceptance of the design submittals.

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

## OVERVIEW

The Design-Build Project, R-2829A, is the extension of the Triangle Expressway from I-40 to south of SR 2542 (Rock Quarry Road) in Wake County. The total project length is approximately 4.16 miles. The project will construct a 70 mph (posted) six-lane facility with two new interchanges and completion of the Toll NC 540/I-40/I-42 interchange.

Project services shall include, but are not limited to:

- **Design Services** - completion of construction plans
- **Construction Services** - necessary to build and ensure workmanship of the designed facility
- **Intelligent Transportation System** - design and construction of certain ITS infrastructure
- **All Electronic Tolling** – design and construction of certain infrastructure for all electronic tolling
- **Permit Preparation/Application** - development of all documents for required permit modifications
- **Right of Way** - acquisition of right of way necessary to construct project
- **As-Built Plans**

**As-Constructed Drawings** will be developed by the NCTA construction personnel or will be developed under a separate contract.

**Construction Engineering Inspection** will be provided by the NCTA construction personnel or will be performed under a separate contract.

The following project planning documents have been completed:

- The Final Environmental Impact Statement was signed in December 2017. The Record of Decision was signed in June of 2018.

## GENERAL SCOPE

The scope of work for this project includes design, construction and management of the project. The design work includes all aspects to construct approximately 4.16 miles of a six-lane divided toll facility. Unless allowed otherwise elsewhere in this RFP, the designs shall meet all appropriate latest versions of *AASHTO Policy on Geometric Design of Highways and Streets*, *AASHTO LRFD Bridge Design Specifications*, *Manual of Uniform Traffic Control Devices* and all NCDOT design policies that are current as of the Technical Proposal submittal date or the Best and Final Offer submittal date, whichever is later.

Unless noted otherwise elsewhere in this RFP, all documents referenced herein shall be the edition/version, including all interim revisions, effective on the Technical Proposal submittal date or the Best and Final Offer submittal date, whichever is later.

Construction shall include, but not be limited to, all necessary clearing, grading, roadway, drainage, structures, AET, ITS, utility coordination and relocation, and erosion and sediment control work items for the proposed six-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 2018 NCDOT *Standard Specifications for Roads and Structures* and any special provisions.

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

- Roadway Design
- Structure Design
- Permit Application/Modification
- Hydraulic Design
- Railroad Coordination
- Subgrade Stabilization
- Foundation Design for Structures and Roadway
- Geotechnical Engineering
- GeoEnvironmental
- Erosion and Sedimentation Control Design and Implementation
- Transportation Management Plan Design and Implementation
- Pavement Marking Design
- Intelligent Transportation Systems (ITS) Design and Installation
- All Electronic Tolling Infrastructure
- Sign Design and Installation
- Traffic Signals and Signal Communications
- Construction
- Project Management
- Design and Construction Management

Utility Construction  
R/W Utilities, Conflicts and/or Construction  
Construction Surveying  
Location and Surveys  
Lighting (Construction Only)  
Right of Way Acquisition  
Public Involvement and Information

All designs shall be in Microstation format using Geopak software (current version used by the Department) or Bentley Open Roads Designer (ORD). If the Design-Build Team elects to use ORD, the Department will not honor any requests for additional contract time or compensation for any effort required to complete the designs using ORD.

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

The design work consists of the preparation of all construction documents for constructing approximately 4.16 miles of a six-lane divided toll facility as outlined in the various Scopes of Work section of this RFP. The Design-Build Team shall prepare final designs, construction drawings and special provisions.

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

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

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

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

The Design-Build Team shall be solely responsible for all design and construction methods adhering to all requirements herein, as well as all applicable guidelines, standards and policies. If the applicable guidelines, standards and/or policies have desirable and/or minimum values, the Design-Build Team shall use the desirable values unless noted otherwise elsewhere in this RFP.

Similarly, in the event of conflicting design parameters in the requirements herein and/or the applicable guidelines, standards and policies, the proposed design shall adhere to the most conservative values. The Department's acceptance of plans, reports, calculations, analyses, etc. shall not relieve the Design-Build Team of any and all obligations to design and construct the project in accordance with the RFP requirements and all applicable guidelines, standards and policies.

Alternate designs, details and/or construction practices (such as those employed by other states, but not standard practice in NC) are subject to NCTA review and approval, 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 structures that are different than the existing prequalification status must be prequalified prior to the Price Proposal submittal deadline. Subcontractors need only be prequalified prior to performing the work. Design firms should be prequalified prior to the Technical Proposal submittal deadline. If not prequalified at the time of the Technical 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.

## **ACCESS TO PROVIDED MATERIALS**

To facilitate distribution of documents that may be helpful to the Design-Build Teams in their development of a Technical and Price Proposal and subsequent designs, project material will be made accessible through a secure web portal. Access to the web portal will be given to each short-listed prime contractor and lead design firm. No distribution of Provided Materials will be possible prior to the NCTA announcing the short-listed Design-Build Teams and establishing the access privileges.

Access privileges will only be given to the individuals listed in the prime contractor's and lead design firm's Active Directory Group. It shall be solely the prime contractor's and lead design firm's responsibility to maintain their Active Directory Group. Once access has been established, individuals may enter the "Connect" site and login with their NCID account. Once logged in, the Teamsite "R-2829A" link will be apparent on the left side of the webpage.

Please note that all material provided, including the material provided through this portal, is provided for informational purposes only and is provided solely to assist the Design-Build Team in the development of the project design unless noted otherwise elsewhere in this RFP. By

submitting a Technical Proposal and Price Proposal, the Design-Build Team acknowledges that they are fully and totally responsible 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, unless noted otherwise elsewhere in this RFP. The Design-Build Team further acknowledges that they are fully and totally responsible for the accuracy and completeness of all work performed, including the determination of the accuracy of the information provided through this portal, and to the extent that the Design-Build Team chooses to rely on such information.

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

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

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

## **ETHICS POLICY**

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

## **APPROVAL OF PERSONNEL**

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

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

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

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

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

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

#### **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.**

#### **TECHNICAL PROPOSAL**

Technical Proposals will be accepted until **4:00 p.m. Local Time on Tuesday, September 26, 2023**, at the office of the State Contract Officer:

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

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

**TECHNICAL PROPOSAL - Hard Copies**

Hard copies of the Technical Proposal shall be submitted in a sealed package. The outer wrapping shall clearly indicate the following information:

Technical Proposal - Hard Copies  
Submitted By: (Design-Build Team's Name)  
Design-Build Team Address  
Contract Number C204824  
TIP Number R-2829A  
Wake County

Triangle Expressway Southeast Extension from I-40 to south of SR 2542 (Rock Quarry Road)

Hard copies of the Technical Proposals delivered in person shall be delivered to Door B3 of the Century Center Complex - Building B. The delivery person shall call Ms. Marsha Sample at (919) 707-6915 or Mr. Ken Kennedy, PE at (919) 707-6919 to accept delivery. If delivered by mail, the sealed package shall be placed in another sealed package that is addressed to the Contract Officer as stated in the Request for Proposals. The outer package shall also bear the statement "Technical Proposal for the Design-Build of State Highway Contract No. C204824". (Reference the *Submittal of Quantities, Fuel Base Index Price and Opt-Out Option* and *Proposal Schedule* Project Special Provisions found elsewhere in this RFP for additional requirements that are concurrent with the Technical Proposal submittal.)

**Technical Proposal Requirements**

12 Copies

8 ½-inch by 11-inch pages

No fold out sheets allowed - maximum 24-inch by 36-inch fold out sheets shall only be allowed to present interchange plans in the 11-inch by 17-inch plan sheets

Printed on one side only

Double-spaced

Font size 12 - Within embedded tables, charts, and graphics only, minimal font size 10 is permissible

Excluding the introductory letter to Mr. Ronald E. Davenport, Jr., P.E. (two-page maximum length), a copy of the Department's approval letter for each incorporated Formal ATC, and the 11-inch by 17-inch appropriate plan sheets, the maximum number of allowable pages shall be 50 pages.

The aforementioned introductory letter to Mr. Ronald E. Davenport, Jr., PE shall include a statement acknowledging that the NCTA may destroy all Technical Proposals not retained by the Department, **or** a statement that the NCTA should return all Technical Proposals not retained by the Department.



Project team members, identified in the Statement of Qualifications, shall not be modified in the Technical Proposal without written approval of the NCTA. Any such request should be sent to the attention of Mr. Ronald E. Davenport, Jr., PE, at the address below:

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

**TECHNICAL PROPOSAL - Electronic Copy**

An electronic copy of the Technical Proposal shall be submitted in a sealed package. The electronic copy 1) shall be in a searchable .pdf format, 2) shall not contain any hyperlinks, 3) shall be scaled to reproduce to the appropriate page format, as defined above, and 4) shall be created by converting the original MicroStation/GeoPak files. The outer wrapping shall clearly indicate the following information:

Technical Proposal - Electronic Copy  
Submitted By: (Design-Build Team's Name)  
Design-Build Team Address  
Contract Number C204824  
TIP Number R-2829A  
Wake County

Triangle Expressway Southeast Extension from I-40 to south of SR 2542 (Rock Quarry Road)

Electronic copies of the Technical Proposals delivered in person shall be delivered to Door B3 of the Century Center Complex - Building B. The delivery person shall call Ms. Marsha Sample at (919) 707-6915 or Mr. Ken Kennedy, PE at (919) 707-6919 to accept delivery. If delivered by mail, the sealed package shall be placed in another sealed package that is addressed to the Contract Officer as stated in the Request for Proposals. The outer package shall also bear the statement "Technical Proposal for the Design-Build of State Highway Contract No. C204824"

**PRICE PROPOSAL**

Price Proposals will be accepted until **4:00 p.m. Local Time on Tuesday, October 10, 2023**, at the office of the State Contract Officer:

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

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

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

Price Proposal  
Submitted by (Design-Build Team's Name)  
Design-Build Team Address  
Contract Number C204824  
TIP Number R-2829A  
Wake County

Triangle Expressway Southeast Extension from I-40 to south of SR 2542 (Rock Quarry 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 Price Proposal non-responsive. (Reference the *Steel Price Adjustment* Project Special Provision found elsewhere in this RFP for additional requirements that are concurrent with the Price Proposal submittal)

Price Proposals delivered in person shall be delivered to Door B3 of the Century Center Complex - Building B. The delivery person shall call Ms. Marsha Sample at (919) 707-6915 or Mr. Ken Kennedy, PE at (919) 707-6919 to accept delivery. If delivered by mail, the sealed package shall be placed in another sealed package that is addressed to the Contract Officer as stated in the Request for Proposals. The outer package shall also bear the statement "Price Proposal for the Design-Build of State Highway Contract No. C204824".

### **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 Design-Build Team's understanding of the project, demonstrate the Design-Build 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 NCTA reserves the right to engage personnel from private engineering firms under contract with the NCTA to assist in the review of design submittals; however, all resulting comments of such reviews will be reviewed by the NCTA prior to conveyance to 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. Design-Build Team	5
2. Responsiveness to Request for Proposal	47
3. Long Term Maintenance	3
4. Schedule and Milestones	25
5. Innovation/Added Value	5
6. Maintenance of Traffic and Safety Plan	12
7. Oral Interview	3

## **TECHNICAL PROPOSAL EVALUATION CRITERIA**

### **1. Design-Build Team - 5 points**

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

- Confirm that the key personnel identified in the Statement of Qualifications have not changed and identify all team member additions.
- If different firms and/or offices will develop designs for the project, indicate how the designs will be integrated/consistent.
- Describe the specific pre-construction items of work that will be performed by Small Professional Services Firms and Certified DBE firms.
- Describe the work categories 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.
- Describe how the Design-Build Team will implement design and construction quality control for this project.
- Describe any significant design and/or construction quality control issues experienced on NCDOT projects in the last five years and how those issues will be addressed for this project.
- Describe the roller compacted concrete subcontractor's qualifications, if applicable.
- Describe the approach that will be used to provide the NCTA with construction related information.
- Describe all project/construction related Notice of Violations (NOVs) received by any team member within the last five years on projects in the United States and the disposition of each listed NOV.

**2. Responsiveness to RFP - 47 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. Describe any temporary impacts and associated minimization approaches.
- Describe the Design-Build Team's understanding of the overall approach to permitting.
- Identify methods of construction in wetlands, streams, and riparian buffers.
- Describe the Design-Build Team's approach to Sedimentation and Erosion Control for the project.
- Describe how the Design-Build Team will maintain adequate certified staff to perform required NPDES self-inspections of erosion and sediment control devices in accordance with the timeframes specified within NCG-010000 General Construction Permit.
- Provide an in-depth overview of the Design-Build Team's Vegetation Management Procedure.
- Describe efforts to minimize excavation within the contaminated sites and associated disturbance to underlying soil. If applicable, specify the extent of impacts to properties with contaminated soils, indicating the anticipated contamination excavation limits.

***Design Features***

- Show plan view of design concepts with key elements noted.
- Identify preliminary horizontal and vertical alignments of all roadway elements.
- Identify the appropriate design criteria for each feature, if not provided herein.
- Identify proposed design exceptions and justify why the design exception is necessary.
- Identify proposed deviations to the preliminary design provided by the Department, not required herein.
- Show mainline typical sections.
- Discuss all conduit, lighting, and ITS infrastructure, that will require adjustment when the future median lanes are constructed along Toll NC 540.
- Specify the mainline (and shoulders) pavement Alternate chosen. The pavement Alternate chosen for the mainline (and shoulders) will not be a part of the Technical Proposal evaluation and the selection thereof will not impact the Technical Scores.
- Specify the base option chosen (ABC or asphalt) for all -Y- Lines, ramps, loops, service roads and subdivision roads.
- If applicable, specify where all underlying longitudinal joints will be located and demonstrate how the underlying longitudinal joint location will minimize reflective cracking.
- Indicate how longitudinal joints will be located on a lane line.
- Identify drainage modifications and designs to be implemented.
- Identify all drainage that will require adjustment when the future median lanes are constructed along Toll NC 540.

- Identify all hydraulically deficient storm drainage systems and the proposed mitigation on the plans.
- Provide a *Box Culverts and Cross Pipes Hydraulic Deficiency Assessment and Proposed Mitigation Table* that contains the box culvert and cross pipe attributes noted in the *Hydraulics Scope of Work*.
- Provide a brief summary of the mainline hydroplaning risk assessment and proposed mitigation.
- Provide a *Box Culverts and Cross Pipes Hydraulic Assessment Table* that contains the box culvert and cross pipe attributes noted in the *Hydraulics Scope of Work* found elsewhere in this RFP.
- Identify the months the Department should schedule the interagency hydraulic design review meeting and the interagency permit impacts meeting.
- Discuss the extent and limits of the rise in water elevation in the floodplain(s), identify potentially impacted insurable structures, specify areas anticipated to require additional surveys and estimate the anticipated additional right of way impacts outside the project construction limits.
- Provide the approximate easement and right of way acreage that will be needed from each State and Federally owned property.
- Indicate how the future Toll NC 540 widening can be accomplished without the need to 1) reconstruct any of the substructure elements of the bridges on or over Toll NC 540 or obtain a future design exception.
- Indicate how the future SR 1004 (East Garner Road) symmetrical widening can be accomplished without the need to 1) reconstruct any of the substructure elements of the bridges over SR 1004 (East Garner Road) or 2) obtain a future design exception, if applicable.
- Identify all bridge types to be constructed, including any special design features or construction techniques needed.
- Describe how the Design-Build Team will minimize the use of bridge deck joints.
- Identify types of any retaining walls and/or sound barrier walls, if applicable.
- 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 Engineering Scope of Work* found elsewhere in this RFP.
- Describe how 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.
- Describe how the design will affect the Department's right of way costs and discuss how the priorities will be established for acquiring right of way.
- Provide a Preliminary Signing Concept Map that includes, at a minimum, all anticipated DMS locations, and all proposed overhead sign structure locations, all overhead signs, all ground mounted Type A, B, D and F signs, and Toll Facility Route Sign Assemblies.

### ***Aesthetic Design Features***

- Identify all aesthetic features included in the design including those categories identified in the *Aesthetics Design Scope of Work* as well as any other special aesthetics commitments.

### **3. Long Term Maintenance - 3 points**

- Describe any proposed special materials, designs and/or construction methods, not referenced elsewhere in this RFP, that will reduce long term maintenance costs.
- 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 Proposal Schedule that depicts the information noted in the *Proposal Schedule* Project Special Provision found elsewhere in this RFP. Also provide a Proposal Schedule Narrative that describes the Design-Build Team's proposed overall plan to accomplish the design and construction activities. At a minimum, the Proposal Schedule Narrative shall include, but not be limited to, the overall sequencing, a description and explanation of the Critical Path, proposed means and methods, resources, constraints and other key assumptions on which the Proposal Schedule is based. The Proposal Schedule and Proposal Schedule Narrative shall also include the following, as applicable:

- Identify the Schedule Representative that will be responsible for developing, updating and revising the Design-Build Team's CPM Schedule. Provide the Schedule Representative's qualifications including, but not limited to, scheduling experience on projects of similar size, scope, and complexity.
- Indicate if, and how, the Design-Build Team intends to divide the project into work segments to enable optimum construction performance.
- Describe the Design-Build Team's plans and procedures to ensure timely deliveries of materials to achieve the project schedule.
- Indicate how the Design-Build Team will maintain the project schedule if the right of way acquisition process, including Advanced Acquisitions performed by the Department, railroad agreements, and/or utility relocations are delayed. Identify other key risks the Design-Build Team anticipates and potential impacts to the schedule.
- Identify any self-imposed liquidated damages and associated Intermediate Contract Time(s), if applicable.
- Specify the duration, in days, for ICT #14.
- The completion date for Intermediate Contract Time #1 clearly indicated and **labeled "Intermediate Contract Time #1 Completion Date"**.
- The final completion date and, if proposed, the substantial completion date, clearly indicated and **labeled "Final Completion Date" and "Substantial Completion Date"**.
- Indicate the specific construction activities that will occur outside jurisdictional resources prior to obtaining the environmental permits and their anticipated start date to be indicated.

**5. Innovation/Added Value - 5 points**

- Identify any aspects of the design or construction elements that the Design-Build Team considers innovative.
- If applicable, describe design parameters/construction methods that provide added value to the Department. Provide a summary of all Alternative Technical Concepts (ATC) submitted, regardless of inclusion or approval status. At a minimum, include innovative and/or added value details associated with each ATC in the aforementioned summary. It is recommended, but not required, that this summary be provided as part of the 11-inch by 17-inch plan sheets.

**6. Maintenance of Traffic and Safety Plan - 12 points*****Maintenance of Traffic***

- Provide a Transportation Management Phasing Concept (TMPC).
- Identify the type of positive median cross-over protection proposed and replacement/resetting requirements.
- Describe any traffic control measures 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.
- Describe the Design-Build Team's approach to site access and material staging.
- Specifically describe how access to businesses, residences, schools, and public utility facilities including, but not limited to, cell towers, natural gas regulator stations, sanitary sewer lift/pump stations will be maintained, if applicable.
- Address how hauling will be conducted including, but not limited to, hauling of materials to and from the site and hauling of materials within NCDOT right of way.
- Describe the Design-Build Team's approach to providing the public access to project personnel for inquiries on vehicular and pedestrian traffic impacts.
- If a temporary portable barrier system will be utilized, provide the type and why it is needed.
- If temporary shoring will be required to maintain traffic, provide the type and why it is required.
- Include all proposed road closures, detour routes, durations and justifications.
- Address where and how law enforcement officers will be used.
- Identify a Traffic Control Supervisor and briefly describe their qualifications for this role.

***Safety Plan***

- Describe the safety considerations specific to the project.
- 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 project construction.

## 7. Oral Interview - 3 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 Design-Build Team's Technical Proposal, background, philosophies and project approach.
- Presentation, questions, and answers shall not exceed 90 minutes. No more than twelve (12) people from the Design-Build Team may attend.

The Department will use the information presented in the oral interview to assist in the Technical Proposal evaluation including, but not limited to, impacting the other evaluation criteria both positively and negatively.

### Additional Warranty and/or Guarantee

- **The Extra Credit for this project shall be a Maximum of 3 Points.**

A guarantee, as outlined in the *Three-Year Guarantee* Project Special Provision found elsewhere in this RFP, 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 a time extension of the requirements of the Three-Year Guarantee for any or all of the elements of the Project; provided however the Design-Build Team commits in their Technical Proposal to extend the term of the Warranty Bond as applicable.

If an additional time extension of the guarantee is offered, the Design-Build Team shall indicate in the Technical Proposal any deviations from the *Three-Year Guarantee* Project Special Provision that would apply to the time extension. Prior to the first partial payment, the Design-Build Team shall submit a document that provides additional 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 additional 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 NCTA reserves the right to engage personnel from private engineering firms under contract with the NCTA to assist in the review of Technical Proposals and these personnel may input to the Technical Review Committee. However, the Technical Review Committee will be employees of the NCDOT or NCTA.



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 Technical Proposals are responsive to the Request for Proposals requirements. 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 shall 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 Score for each Design-Build Team to the State Contract Officer.

The State Contract Officer will use a table based on the maximum quality credit percentage to assign a Quality Credit Percentage to each Technical Proposal based on that proposal's overall consensus Technical Score. The maximum quality credit percentage for this project will be **20%**. The Technical Review Committee may elect to assign point values to the nearest one-tenth of a point (e.g., 90.3). 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	20.00	84	9.33
99	19.33	83	8.67
98	18.67	82	8.00
97	18.00	81	7.33
96	17.33	80	6.67
95	16.67	79	6.00
94	16.00	78	5.33
93	15.33	77	4.67
92	14.67	76	4.00
91	14.00	75	3.33
90	13.33	74	2.67
89	12.67	73	2.00
88	12.00	72	1.33
87	11.33	71	0.67
86	10.67	70	0.00
85	10.00		

**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 Technical Proposals are non-responsive 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**

<b>Proposal</b>	<b>Technical Score</b>	<b>Quality Credit (%)</b>	<b>Price Proposal (\$)</b>	<b>Quality Value (\$)</b>	<b>Adjusted Price (\$)</b>
A	95	16.67	3,000,000	500,100	2,499,900
B	90	13.33	2,900,000	386,570	2,513,430
C *	90	13.33	2,800,000	373,240	2,426,760
D	80	6.67	2,700,000	180,090	2,519,910
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 only contain that Design-Build Team's Technical Score.

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 1) the Engineer's Estimate and 2) NCTA's Plan of Finance budget.

After opening the Price Proposals and calculating the aforementioned percentage differences, the State Contract Officer will go to a separate location to convene with representatives from NCTA to discuss the percentage difference between the Price Proposals submitted and NCTA's Plan of Finance budget.

Should all of the Price Proposals be within an acceptable range of the Engineer's Estimate and NCTA's Plan of Finance budget, the State Contract Officer will proceed to calculate the quality credit and publicly read the Price Proposals, Technical Scores and Adjusted Prices as outlined in the selection procedure above.

Should any one or more of the Price Proposals be within an acceptable range of the Engineer's Estimate and NCTA's Plan of Finance budget and the remaining Price Proposals exceed an acceptable range of the Engineer's Estimate or NCTA's Plan of Finance budget, 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 and NCTA's Plan of Finance budget. Should the Price Proposal of the Design-Build

Team with the lowest Adjusted Price be within an acceptable range of the Engineer's Estimate and NCTA's Plan of Finance budget, 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 or NCTA's Plan of Finance budget, 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 or NCTA's Plan of Finance budget, 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 not to 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 NCTA's Plan of Finance budget, or if the Department feels it is necessary, for any reason, the Department may choose to make amendments to the details of the RFP and request a Best and Final Offer from all the previously short-listed teams. Alternately, the Department may choose to redistribute to the short-listed Design-Build Teams another RFP for the project with no amendments to the RFP scope.

After receipt of the redistributed RFP, the Design-Build Team has the option of changing the Technical Proposal details to adhere to the RFP modifications. 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 consensus Technical 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.

### **Stipend**

A stipulated fee of **\$415,000.00** 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 can apply for the stipulated fee by notifying the State Contract Officer in writing and providing an original invoice within 30 days of Award. 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 Proposal and/or Alternative Technical Concepts, whether incorporated into the Design-Build Proposal or not, 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 90 days after the contract award 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 Technical Proposal or Price Proposal submittal date current at the time of the suspension, no stipulated fee will be paid.

**ROADWAY SCOPE OF WORK**

(8-17-23)

Throughout this RFP, references to the Preliminary Roadway Plans shall denote the R-2829A portion of the Preliminary Design Plans provided by the Department.

Throughout this RFP, references to the mainline, -L- Line, and Triangle Expressway shall denote Toll NC 540.

Throughout this RFP, references to I-42 shall denote the former US 70 (Clayton Bypass).

Throughout this RFP, references to US 70 shall denote the former US 70 Business.

Throughout this RFP, Toll NC 540 shall be considered an interstate for all design standards.

**1. MAINLINE REQUIREMENTS****1.1. Mainline Project Limits, Design Criteria, and Typical Section**

- 1.1.1. The Design-Build Team shall design and construct a six-lane divided facility for the extension of the Triangle Expressway (Toll NC 540) from Station 965+50 -L-, (R-2828 tie point) east of I-40 to Station 1185+15 -L-, (R-2829B tie point) south of SR 2542 (Rock Quarry Road).
- 1.1.2. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct the mainline providing the same or better access, widening, improvements and traffic measures of effectiveness, in the Department's sole discretion, included in the Preliminary Roadway Plans provided by the Department.
- 1.1.3. The limits of mainline construction shall be of sufficient length to tie to existing conditions based upon the current NCDOT guidelines and standards.
- 1.1.4. The design and construction of this project shall accommodate the addition of one future 12-foot median through lane in each direction of Toll NC 540 to the extent that items such as gantries and, to the greatest extent practicable, conduit and lighting, do not require relocation or replacement at the time that the future median lanes are constructed. The Design-Build Team shall discuss in the Technical Proposal all conduit, lighting, and ITS infrastructure, that will require adjustment when the future median lanes are constructed. The Design-Build Team shall not waste or place any unsuitable materials in the median.
- 1.1.5. The mainline shall be designed and constructed to meet a 75-mph design speed for a rolling rural freeway designed to interstate standards. The mainline shall be designed and constructed in accordance with the 2018 AASHTO *A Policy on Geometric Design of Highways and Streets*, Table 3-10 ( $e_{\max} = 8\%$ ). The Design-Build Team shall provide all other design criteria for the mainline, and all ramps, loops, -Y- Lines, service roads, and subdivision roads in the Technical Proposal.

- 1.1.6. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct minimum 14-foot outside and median shoulders (12-foot usable shoulder width plus two feet), 12-foot of which shall be full depth paved shoulders, including along all acceleration, deceleration and auxiliary lanes, and ramps/loops to the back of the gore (12-foot width). The cross slope of the mainline 12-foot median paved shoulder shall match the cross slope of the adjacent mainline median lane. The standard turf shoulder cross slope of 0.04 will be acceptable adjacent to the aforementioned inside paved shoulder provided the roll-over between the paved shoulder and turf shoulder does not exceed 0.08. In cases where sound barrier walls are adjacent to the mainline shoulder, the minimum mainline shoulder width shall be 18-feet, all of which shall be full depth paved.
- 1.1.7. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall provide milled rumble strips along the mainline outside and median paved shoulders, including ramp and loop terminals, and acceleration, deceleration, and auxiliary lanes, in accordance with the NCDOT *Roadway Standard Drawings*. (Reference the *All-Electronic Tolling Toll Zone Infrastructure Scope of Work* found elsewhere in this RFP) The edge of paved shoulder noted in Roadway Standard Drawing No. 665.01 or No. 720.01 shall be the edge of paved shoulder, as applicable.
- 1.1.8. Throughout the entire project limits, the mainline median width shall be 70 feet.
- 1.1.9. For median pier protection, NCDOT Standard Drawing 862.01 1 of 11 shall be used.
- 1.1.10. The mainline grade point shall be located at the inside edge of the median travel lane and the mainline crown point shall be located at the outside edge of the median lane. In a normal crown section, the median lane in each direction of travel shall slope towards the median and the remaining lanes shall slope towards the outside. The mainline normal crown cross shall be 0.02.
- 1.1.11. The minimum mainline right of way width shall be 350 feet, unless otherwise approved by the Department. NCDOT may grant exceptions to the minimum 350-foot width in localized areas to avoid environmentally sensitive areas or other such constraints.
- 1.1.12. Design exceptions will not be allowed for the mainline, including all proposed ramps and loops.
- 1.1.13. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct all lane drops from the outside travel way. Lane drop merging tapers shall not be located on a bridge.
- 1.1.14. The Design-Build Teams are encouraged to propose modifications to the mainline (including -Y24RPAR- and -Y24RPDR-)/SR 1004 (East Garner Road) crossing to reduce the height of the vertical abutments for proposed bridges on Toll NC 540 (including -Y24RPAR- and -Y24RPDR-) over SR 1004 (East Garner Road).

## **1.2. Mainline Project Termini Coordination**

- 1.2.1. At the R-2829B tie point, the mainline final horizontal alignment/location and the final vertical alignment grade and elevation shall be in close conformity with the Department's Preliminary Roadway Plans and shall be coordinated with the R-2829B Design-Build Team through the Department.
- 1.2.2. At the R-2828 tie point, the mainline final horizontal alignment/location and the final vertical alignment grade and elevation shall conform with the R-2828 RFC Roadway Plans provided by the Department.
- 1.2.3. The Design-Build Team shall coordinate with the R-2828 and R-2829B Design-Build Teams to ensure compatible sound barrier walls, hydrology, capacity, horizontal and vertical ties that adhere to the design criteria and Design Noise Reports. The Design-Build Team shall not make any design or construction revisions that impact the design or construction of Projects R-2828 or R-2829B without prior written approval from the Department. The aforementioned, prior written approval shall occur through coordination and/or submittals to the Department after Award. (Reference the *Cooperation Between Contractors* Project Special Provision found elsewhere in this RFP)

## **2. INTERCHANGE REQUIREMENTS**

### **2.1. General**

- 2.1.1. Interchange configurations that do not provide the ramps, flyovers, and loops within the interchange quadrants shown in the Department's Preliminary Roadway Plans, shall require an approved Alternative Technical Concept (ATC).
- 2.1.2. Roundabouts at interchange ramp terminals shall only be permitted through an approved Alternative Technical Concept.

### **2.2. White Oak Road Interchange**

Any interchange configuration at White Oak Road shall be designed and constructed to allow for construction of future loops with a minimum of 230-foot radius in quadrants with a ramp.

### **2.3. US 70 Interchange**

- 2.3.1. In lieu of the free flow loops shown in the March 2022 *Final Traffic Operations Analysis Technical Memorandum*, the Design-Build Team shall design and construct Loop A and Loop C to tie to US 70 at the Ramp A and Ramp C terminal intersections, respectively.
- 2.3.2. The interchange configuration at US 70 shall be designed and constructed to allow for the interchange to be converted to a Reduced Conflict Interchange (RCI) in the future without the need to relocate a ramp or obtain a future design exception. For the aforementioned future design exception, reducing design elements to the posted speed will not be allowed.

Post Award, the Design-Build Team shall prepare functional horizontal and vertical designs for converting the proposed US 70 interchange to an RCI, as well as a Design Exception Checklist, for the Department's review and acceptance. (Reference the *Structures Scope of Work* found elsewhere in this RFP)

#### **2.4. Toll NC 540/I-40/I-42 Interchange**

- 2.4.1. As shown on the R-2828 RFC Roadway Plans, the R-2828 Design-Build Team is currently constructing a section of Toll NC 540 and portions of the Toll NC 540/I-40/I-42 interchange. The Design-Build Team shall be responsible for completing all remaining design and construction activities including, but not limited to, paving, guardrail/guidesail installation, curb and gutter installation, shoulder berm gutter installation, drainage structure installation and/or elevation adjustment, and sign installation.
- 2.4.2. At the R-2828 ramp/loop/flyover tie points, the ramp/loop/flyover final horizontal alignment/location and the final vertical alignment grade and elevation shall conform with the R-2828 RFC Roadway Plans.
- 2.4.3. All ramps at the Toll NC 540/I-40/I-42 interchange shall have minimum 14-foot outside shoulders, a minimum 12-foot of which shall be full depth paved shoulders and minimum 12-foot inside shoulders, a minimum four-foot of which shall be full depth paved shoulders. All flyovers at the Toll NC 540/I-40/I-42 interchange shall have minimum 14-foot outside shoulders, a minimum 12-foot of which shall be full depth paved shoulders and minimum 12-foot inside shoulders, a minimum six-foot of which shall be full depth paved shoulders.
- 2.4.4. -Y22LPC- shall have 1) minimum 14-foot outside shoulders, a minimum 12-foot of which shall be full depth paved shoulders and 2) 2'-6" curb and gutter along the inside edge of pavement, with a 14-foot berm.
- 2.4.5. The Department will provide an approved Interchange Access Report (IAR) for the Toll NC 540/I-40/I-42 interchange based on the R-2828 Roadway Plans and the R-2829 Preliminary Roadway Plans provided by the Department. If the Design-Build Team revises the roadway design such that the approved IAR is nullified, the Design-Build Team shall re-analyze the interchange and complete a revised IAR, if necessary, for NCDOT and FHWA review and approval. The Department will not honor any requests for additional contract time or compensation for any effort required to complete the aforementioned activities including, but not limited to, additional design effort, additional construction effort, FHWA coordination/approvals, and/or environmental agency coordination/approvals.
- 2.4.6. The proposed Toll NC 540/I-40/I-42 interchange design allows for the future removal of -Y22LPA- and construction of -Y22RPDFLY- and -Y22FLYCA-. All improvements constructed under the R-2829A Project shall accommodate the future removal of -Y22LPA- and construction of -Y22RPDFLY- and -Y22FLYCA- without the need to reconstruct any portion of -Y22RPAFLY- or obtain a future design exception



for -Y22RPDFLY- and -Y22FLYCA- including, but not limited to, horizontal stopping sight distance.

### **3. RAMPS, FLYOVERS AND LOOPS**

#### **3.1. General**

- 3.1.1. Unless otherwise noted in this RFP, the Design-Build Team shall design and construct ramps, flyovers, and loops providing the same or better access, widening, improvements, and traffic measures of effectiveness in the Department's sole discretion, included in the Preliminary Roadway Plans provided by the Department.
- 3.1.2. The limits of ramps, flyovers, and loop construction shall be of sufficient length to tie to existing conditions based upon the current NCDOT guidelines and standards.
- 3.1.3. The Design-Build Team shall provide a concrete monolithic island with four-foot paved shoulders between the ramps and loops as shown in Figure 9-8 and Figure 9-9 of the NCDOT *Roadway Design Manual* except the minimum concrete island width shall be 13 feet.
- 3.1.4. The Design-Build Team shall design and construct all lane drops from the outside travel way. Lane drop merging tapers shall not be located on a bridge.

#### **3.2. Ramps and Flyovers**

- 3.2.1. The Design-Build Team shall design and construct one-lane ramps and flyovers that provide a minimum 16-foot lane width. The Design-Build Team shall design and construct two-lane ramps and flyovers that provide minimum 12-foot lanes. Excluding the ramps and flyovers at the Toll NC 540/I-40/I-42 interchange, all ramps and flyovers shall have minimum 14-foot outside shoulders, a minimum four-foot (10-foot for flyovers) of which shall be full depth paved shoulders and minimum 12-foot inside shoulders, a minimum four-foot (six-foot for flyovers) of which shall be full depth paved shoulders. The design speed of all entrance and exit curves to and from the mainline shall meet or exceed the Upper range (85%) design speed shown in the 2018 AASHTO *A Policy on Geometric Design of Highways and Streets*, Table 10-1.
- 3.2.2. Excluding the entrance and exit curves, the Design-Build Team shall design and construct all directional/flyover ramps to meet a minimum 60 mph design speed. The entrance and exit curves shall adhere to the requirements noted above. The Design-Build Team may utilize the 2018 AASHTO *A Policy on Geometric Design of Highways and Streets*, Table 3-9 ( $e_{\max} = 6\%$ ) for the design of flyover ramps.

#### **3.3. Loops**

The Design-Build Team shall design and construct loops that adhere to Tables 3-27 and Table 3-28, *Design Widths of the Traveled Way for Turning Roadways* and *Design Width Modifications for Edge Conditions of the Traveled Way for Turning Roadways*, shown in the 2018

AASHTO *A Policy on Geometric Design of Highways and Streets* - Case II/Condition C for one-lane loops; Case III/Condition C for two-lane loops. Unless noted otherwise elsewhere in this RFP, all loops shall have minimum 12-foot outside shoulders, a minimum 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. The minimum loop design speed shall be 30 mph with a minimum 230-foot radius.

#### **4. -Y- LINE REQUIREMENTS**

##### **4.1. General**

- 4.1.1. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct -Y- Lines, service roads, subdivision roads, multi-use paths/greenways, and cul-de-sacs/turnarounds providing the same or better access, widening, improvements, and traffic measures of effectiveness, in the Department's sole discretion, included in the Preliminary Roadway Plans provided by the Department.
- 4.1.2. The limits of -Y- Line and service road construction shall be of sufficient length to tie to existing conditions based upon the current NCDOT guidelines and standards.
- 4.1.3. The Design-Build Team shall design and construct all -Y- Lines such that the through movement is not required to change lanes throughout the project limits.
- 4.1.4. Design exceptions will not be allowed for 1) I-40, I-42, and US 70 and 2) -Y- Line and service road vertical alignments over drainage structures. NCDOT strongly prefers not to have design exceptions for the -Y- Lines and service roads. If the Design-Build Team anticipates any allowable design exceptions, the Design-Build Team shall identify the design exception details including, but not limited to, the associated justification, in the Technical Proposal. Prior to requesting/incorporating a design exception into the Preliminary Plans developed by the Design-Build Team, the Design-Build Team shall inform the NCTA, in writing, and obtain prior conceptual approval from the NCTA. If conceptual approval is obtained, the Design-Build Team shall be responsible for the development and approval of all design exceptions. A design exception will only be approved if the design exception request demonstrates, in the NCTA's sole discretion, that a design exception is warranted and that it cannot be reasonably and/or feasibly eliminated.
- 4.1.5. 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.
- 4.1.6. Unless noted otherwise elsewhere in this RFP, all auxiliary lanes or turn lanes shall be 12-feet wide.

- 4.1.7. Unless noted otherwise elsewhere in this RFP, the minimum berm width along 2'-6" curb and gutter sections shall be ten feet.
- 4.1.8. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct all lane drops from the outside travel way. Lane drop merging tapers shall not be located on a bridge.

#### **4.2. White Oak Road (SR 2700)**

- 4.2.1. Between the interchange ramp terminal intersections, the Design-Build Team shall design and construct SR 2700 (White Oak Road) with an 11-foot inside through travel lane and a 14-foot outside shared-use through travel lane in each direction, separated by a 23'-0" raised median (includes left turn-lane) with 1'-6" curb and gutter. 2'-6" curb and gutter shall be provided along the outside edge of pavement, with 1) a minimum 12-foot berm, including a 6-foot utility strip and 5-foot sidewalk along the south side and 2) a minimum 17-foot berm, including a 6-foot utility strip and a 10-foot multi-use path along the north side. If a handrail is required along the multi-use path, additional berm width shall be provided in accordance with NCDOT standards. The aforementioned 2'-6" curb and gutter, 17-foot berm, and multi-use path shall extend to existing SR 2555 (Raynor Road) to tie to the sidewalk being constructed on the east side of SR 2555 (Raynor Road) as part of the Raynor Road subdivision. Outside the interchange ramp terminals, the travel lanes shall be 12-foot wide with minimum 6-foot shoulders, 4-foot of which shall be full-depth paved shoulders unless noted otherwise above.
- 4.2.2. At a minimum, the Design-Build Team shall design and construct the raised medians with 1'-6" curb and gutter and monolithic concrete islands to the limits shown in the Department's Preliminary Roadway Plans.
- 4.2.3. SR 2700 (White Oak Road) shall be designed and constructed as a Rural Major Collector.
- 4.2.4. The Design-Build Team will not be required to provide 1) the eastbound through-right lane and 2) the full storage length and desirable deceleration length for the eastbound left turn lane on SR 2700 (White Oak Road) at Raynor Road.
- 4.2.5. The Design-Build Team will not be required to provide the desirable deceleration length for the right turn lane and left turn lane from SR 2700 (White Oak Road) onto Loop C. However, the Design-Build Team shall maximize the deceleration length to the extent practicable and shall not reduce the deceleration length below what is shown in the Preliminary Roadway Plans provided by the Department.

#### **4.3. US 70**

- 4.3.1. The Design-Build Team shall extend the existing US 70 eastbound outside/third through lane to the proposed Loop C. Between the interchange ramp terminal intersections, the Design-Build Team shall design and construct the pavement width for three 12-foot through travel lanes in each direction of US 70 and exclusive 12-foot right turn lanes onto Loops A and C. However, the Design-Build Team shall stripe out the exclusive right turn

lanes onto Loops A and C and terminate the US 70 outside through travel lane in each direction at Loop A and Loop C as a right turn only lane. The Design-Build Team shall provide a minimum 53'-0" depressed grass median between the interchange ramp terminals to accommodate the future Reduced Conflict Interchange.

- 4.3.2. Between the interchange ramp terminal intersections and throughout the limits of the right turn lane (12-foot width) from US 70 westbound to Ramp D, the Design-Build Team shall provide 2'-6" curb and gutter along the outside edge of pavement, with 1) a minimum 12-foot berm along the south side for a 6-foot utility strip and future 5-foot sidewalk and 2) a minimum 17-foot berm along the north side for a 6-foot utility strip and a future 10-foot multi-use path. If a handrail will be required along the multi-use path, additional berm width shall be provided in accordance with NCDOT standards.
- 4.3.3. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct minimum 12-foot outside shoulders, 10-foot shall be full-depth paved shoulders and minimum 6-foot median shoulders, 4-foot of which shall be full-depth paved shoulders.
- 4.3.4. For median pier protection, NCDOT Standard Drawing 862.01 1 of 11 shall be used.
- 4.3.5. US 70 shall be designed and constructed as a Principal Arterial with 60 mph design speed.
- 4.3.6. The Design-Build Team shall design and construct an exclusive right turn lane from US 70 eastbound to TV Tower Road with minimum 200-foot of storage and the minimum deceleration length, as defined in the NCDOT *Roadway Design Manual* Figure 8-10.

#### **4.4. East Garner Road (SR 1004)**

The Design-Build Team shall design and construct SR 1004 (East Garner Road) with 12-foot travel lanes and minimum 6-foot shoulders, 4-foot of which shall be full-depth paved shoulders. SR 1004 (East Garner Road) shall be designed and constructed as a Major Collector. SR 1004 (East Garner Road) shall be designed and constructed in accordance with the 2018 AASHTO *A Policy on Geometric Design of Highways and Streets*, Table 3-8 ( $e_{\max} = 4\%$ ).

#### **4.5. Raynor Road (SR 2555)**

The Design-Build Team shall design and construct SR 2555 (Raynor Road) with 12-foot travel lanes. Excluding areas where 2'-6" curb and gutter is required, the Design-Build Team shall provide minimum 6-foot shoulders, 2-foot of which shall be full-depth paved shoulders. North of -Y23CR- the Design-Build Team shall provide 2'-6" curb and gutter along the right outside edge of pavement with a minimum 12-foot berm and 5-foot sidewalk. SR 2555 (Raynor Road) shall be designed and constructed as a Major Collector.

#### 4.6. TV Tower Road

The Design-Build Team shall provide a minimum 30-foot pavement width along TV Tower Road from the south side of the northern Camping World driveway to US 70.

#### 4.7. Sand Castle Drive

From Station 14+19.74 -Y23FR- to the proposed SR 2700 (White Oak Road) right of way limits, the Design-Build Team shall design and construct Sand Castle Drive as a minimum 12-foot wide gravel driveway. The Design-Build Team will not be required to provide a vertical alignment for the portion of Sand Castle Drive to be constructed as a driveway and the top of the ABC may be placed at the existing ground elevation. (Reference the *Utilities Scope of Work* found elsewhere in this RFP)

#### 4.8. Intersection Design

4.8.1. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct at-grade intersections with the lane configurations for the 2045 Future Year Build noted in the March 2022 *Final Traffic Operations Analysis Technical Memorandum* provided by the Department. At all intersections impacted by the Design-Build Team's design and/or construction, excluding resurfacing, the Design-Build Team shall design and construct turn lanes that adhere to the greater of the following unless noted otherwise elsewhere in this RFP:

- All turn lane lengths, unless otherwise specified, shall adhere to the NCDOT *Roadway Design Manual*.
- All lengths shall adhere to the NCDOT Recommended Treatment for Turn Lanes. These lengths shall be determined by adding 1) the storage length defined in the aforementioned Memorandum or Section 8.7.2.2 of the NCDOT *Roadway Design Manual*, if not provided in the aforementioned Memorandum, and 2) the desirable deceleration length, as defined in the NCDOT *Roadway Design Manual* Figure 8-10.
- Right turn lanes/tapers shall be provided in accordance with the NCDOT Right Turn Lane Warrants, as defined in the NCDOT *Roadway Design Manual* (Reference Section 8.7, Figure 8-8).
- Taper only right turn lanes shall be a minimum of 230-foot, 265-foot, and 300-foot for design speeds of 40 mph, 50 mph, and 60 mph respectively.

4.8.2. For all interchange/intersection design modifications, the Design-Build Team shall provide a traffic analysis that adheres to the March 25, 2022 NCDOT *Congestion Management Capacity Analysis Guidelines* for the Department's review and acceptance.

4.8.3. At all intersections with restricted movements impacted by the Design-Build Team's design and/or construction methods, excluding resurfacing, the Design-Build Team shall

provide five-inch keyed-in concrete monolithic channelization islands, regardless of the island dimensions. (Reference Roadway Standard Drawing No. 852.01)

- 4.8.4. The Design-Build Team shall design and construct minimum four-foot wide five-inch keyed in concrete monolithic channelization islands, with nine-inch offsets to the adjacent lanes, that delineate and separate all dual left turn lanes from the opposing through lanes.
- 4.8.5. At all intersections with stop control, the Design-Build Team shall not exceed a 0.05 roll-over between the outside edge of travel lane of the primary roadway and the beginning of the proposed grade for the secondary roadway. At all intersections with signalized control, excluding the TV Tower Road connection to US 70, the Design-Build Team shall not have any roll-over between the outside edge of travel lane of the primary roadway and the beginning of the proposed grade for the secondary roadway. For the TV Tower Road connection to US 70, a maximum 0.03 roll-over will be allowed provided the Design-Build Team provides evidence, in the Department's sole discretion, that recreational vehicles/motorhomes and travel trailers will not drag when traversing the intersection.
- 4.8.6. At all -Y- Line/-Y- Line intersection radius points, including service roads, the minimum -Y- Line pavement width shall be 30 feet.
- 4.8.7. At all intersections, new or existing, that are impacted by the Design-Build Team's design and/or construction methods, excluding resurfacing, the following design vehicles shall be required for all turning movements:
  - WB-62FL at all ramp/loop intersections with -Y- Lines and all intersections on US and NC routes (For side-by-side turning maneuvers, WB-62-FL for the outside movement only and SU-30 for inside movement)
  - S-Bus-36 at all intersections with dead-end roads
  - WB-62 at all other intersections (For side-by-side turning maneuvers, WB-62 for the outside movement only and SU-30 for inside movement)
  - At all intersections, with existing/proposed pedestrian facilities, impacted by the Design-Build Team's design and/or construction methods, the Design-Build Team shall retrofit/upgrade all existing substandard curb ramps to current standards.

## **5. ACCESS**

### **5.1. Access Control**

The Triangle Expressway, I-40, and I-42 are full control of access facilities. The Design-Build Team shall bring to the NCTA's attention any deviations from the proposed control of access and/or right of way shown on the Preliminary Roadway Plans provided by the Department. The proposed right of way and/or control of access limits may deviate in proximity to cemeteries, cultural, historic, or otherwise protected landmarks to eliminate/minimize impacts. Prior to

negotiating right of way, easement and/or control of access with property owners, the Department shall accept the Right of Way Plans developed by the Design-Build Team.

## **5.2. Fence and Driveway**

5.2.1. Prior to installation, the Design-Build Team shall be responsible for coordinating with, and obtaining approval from, the NCDOT for the control of access fence placement. The Design-Build Team shall be responsible for installation of control of access fence as noted below:

- The Design-Build Team shall install control of access fence along the entire project, including behind sound barriers, except where the sound barrier wall is located less than 10 feet from the control of access right of way.
- The Design-Build Team shall replace, in kind, all control of access fence damaged during construction.
- The Design-Build Team shall install all missing control of access fence, matching the adjacent fence type.

5.2.2. Excluding parcels restricted by Control of Access and undeveloped parcels, the Design-Build Team shall design and construct a minimum of one driveway per parcel. The Design-Build Team shall design and construct all driveways that adhere to the NCDOT *Policy on Street and Driveway Access to North Carolina Highways* and the minimum requirements noted below. Excluding the maximum grade requirement, if the NCDOT *Policy on Street and Driveway Access to North Carolina Highways* and the requirements noted below have conflicting design parameters, the proposed design shall adhere to the aforementioned Policy:

- Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall provide horizontal and vertical alignments for all driveways that tie to existing beyond the right of way limits of the connecting -Y- Line or service road.
- Unless shown on the Preliminary Roadway Plans provided by the Department, driveways shall not be installed in right turn lanes, including their taper.
- Excluding grades required to tie to existing, the maximum driveway grade shall be 10.0%.
- For commercial driveway entrances that generate more than 500 ADT, design and construct a paved driveway turnout in accordance with NCDOT Roadway Standard Drawing No. 848.04. Commercial driveway entrances shall be designed and constructed to accommodate the predominant design vehicle used at the commercial facility.

- Unless noted otherwise elsewhere in this RFP, the minimum driveway turnout along shoulder facilities shall be 16'-0" and 24'-0" for residential and commercial properties, respectively, or the existing width, whichever is greater.
- Unless noted otherwise elsewhere in this RFP, the minimum driveway turnout along curb and gutter facilities shall be 20'-0" and 28'-0" for residential and commercial properties, respectively, or the existing width, whichever is greater.

### 5.3. Service Roads/Subdivision Roads

- 5.3.1. In accordance with the NCDOT Right of Way Manual, the Design-Build Team shall develop Service Road Studies for all land-locked parcels and/or as required by the Design Build Team's variations to the Department's Preliminary Roadway Plans. If the aforementioned Service Road Studies by the Design-Build Team indicate that service roads are required that are not shown on the Preliminary Roadway Plans provided by the Department, the design and construction costs of the additional service roads shall be as follows:
- If the Design-Build Team demonstrates, to the Department's sole satisfaction, that the additional service road(s) are required for the Department's preliminary design, the cost for the additional service road(s) design and construction, including all associated NEPA requirements, will be paid for as extra work in accordance with Subarticle 104-8(A) of the NCDOT *Standard Specifications for Roads and Structures*.
  - If the Design-Build Team's variations to the Department's Preliminary Roadway Plans and/or the Design-Build Team's construction methods require additional service road(s), the additional service road(s) design and construction, as well as all associated NEPA requirements, shall be included in the Design-Build Team's lump sum bid for the entire project.
- 5.3.2. The Design-Build Team shall not eliminate any service roads shown on the Preliminary Roadway Plans provided by the Department without the Department's written approval. The aforementioned written approval shall occur 1) through the ATC Process prior to Award or 2) through coordination and/or submittals to the Department after Award. (Reference the *Alternative Technical Concepts and Confidential Questions* Project Special Provision found elsewhere in this RFP)
- 5.3.3. The Design-Build Team shall design and construct all service roads with a Type "B" ditch as per the NCDOT *Roadway Design Manual*. The design speed, lane width, and shoulder width of service roads shall meet or exceed the design speed, lane width, and shoulder width of the service roads shown in the Department's Preliminary Roadway Plans. For any new service roads not shown in the Department's Preliminary Roadway Plans, the minimum design speed shall be 40 mph and the lane width and shoulder width shall be 11 foot and 6-foot, respectively.



- 5.3.4. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design and construct all subdivision roads in accordance with the NCDOT *Subdivision Roads Minimum Construction Standards*. Excluding grades required to tie to existing, the maximum subdivision road grade shall be 10%. For all subdivision roads with shoulders, provide a Type “B” ditch as per the NCDOT *Roadway Design Manual*.
- 5.3.5. Excluding -Y23FR-, the Design-Build Team shall provide cul-de-sacs/turnarounds on all roads that are dead-ended. The Design-Build Team shall provide the roadway terminus type, cul-de-sac or turnaround, in accordance with the type shown on the Department’s Preliminary Roadway Plans. For roads not shown on the Department’s Preliminary Roadway Plans, the Design-Build Team shall provide cul-de-sacs on all paved roads and turnarounds on all nonpaved roads that are dead-ended. At a minimum, all cul-de-sacs/turnarounds shall accommodate an S-BUS-36 school bus design vehicle.

## 6. DESIGN NOISE REPORT AND SOUND BARRIER WALLS

### 6.1. Design Noise Report

- 6.1.1. The Department will provide the *Traffic Noise Report Addendum 2* (TNR), once accepted by the Department, that is based on the Department’s Preliminary Roadway Plans. The Department anticipates the TNR will be accepted in June 2023. The Design-Build Team shall reevaluate the **entire** R-2829A project, including all areas of construction activity, and develop a Design Noise Report (DNR) based on the plans developed by the Design-Build Team, regardless of changes to the Department’s Preliminary Roadway Plans. The Design-Build Team shall complete TNM model validation including, but not limited to, the collection of additional noise measurement data, regardless of what was included in the TNR.
- 6.1.2. Unless noted otherwise elsewhere in this RFP, the DNR shall be developed in accordance with the NCDOT 2016 *Traffic Noise Policy* and the NCDOT 2016 *Traffic Noise Manual*, and be reviewed and accepted by NCDOT. The DNR developed by the Design-Build Team shall achieve a noise reduction design goal of at least 7dB(A) for as many impacted receptors as possible, while meeting all other feasibility and reasonableness criteria. If a 7 dB(A) noise reduction cannot be achieved for at least one benefited receptor, whether impacted or not, the sound barrier wall will not be considered reasonable. All benefited receptors shall be identified and considered during feasibility and reasonableness evaluations.
- 6.1.3. If possible, sound barrier walls on bridges shall be avoided. If the final design requires a sound barrier wall on a bridge, the maximum height of the sound barrier wall shall be limited to ten feet, measured from the top of the roadway deck to top of the sound barrier wall. If the final design requires a sound barrier wall on a roadway (on and off the shoulder), the maximum height of the sound barrier wall shall be limited to 28 feet, measured from the top of the sound barrier wall to the top of the final surface course/ground elevation, as appropriate, in front of the wall.

- 6.1.4. For the development of the DNR, the Design-Build Team shall utilize the 2045 Build 6-Lane Freeway traffic volumes shown in the January 6, 2021 *Final Project Level Traffic Forecast* for STIP Project R-2829 provided by the Department except the truck percentages for the mainline shall be 6 percent dual trucks and 12 percent TTST trucks.
- 6.1.5. All building barriers modeled in the DNR shall have a flat top. Sloped tops or variations in roof elevations are not allowed. A height of 10 feet per story shall be used to determine the total building barrier height.
- 6.1.6. The Design-Build Team shall include all costs associated with developing the DNR in the lump sum price bid for the entire project.
- 6.1.7. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall include all design and construction costs for all sound barrier walls required by the accepted DNR including, but not limited to, all costs associated with performing any additional geotechnical investigations necessary to design the foundations, any additional utility coordination/construction, and any supplemental surveys, in the lump sum price bid for the entire project. However, the Design-Build Team will not be required to include any designs associated with the proposed sound barrier walls in the Technical Proposal.
- 6.1.8. Prequalification under Discipline Code 441 shall be required for the firm developing the DNR.
- 6.1.9. The Design-Build Team is cautioned that the TNR is provided to show the general location of potential walls. Thus, as with all information provided by the Department, the TNR is provided for informational purposes only; and the Department will not honor any requests for additional contract time or compensation for any variations between the accepted TNR and the approved DNR.

## **6.2. Construction Cost Responsibility**

- 6.2.1. In accordance with Subarticle 104-8(A) of the 2018 *Standard Specifications for Roads and Structures*, if the accepted DNR and balloting process require more than 1) 0 square feet of sound barrier wall on the shoulder, 2) more than 0 square feet of sound barrier wall off the shoulder, and/or 3) 0 square feet of sound barrier wall on a bridge, the quantity of sound barrier wall over the aforementioned square foot areas, minus all additional sound barrier wall square footage required as a result of the Design-Build Team's horizontal and/or vertical alignment changes to the Preliminary Roadway Plans provided by the Department, will be paid for as extra work at the unit prices noted below:
  - Sound barrier walls constructed on the shoulder - \$63.00 per square foot
  - Sound barrier walls constructed off the shoulder - \$55.00 per square foot
  - Sound Barrier walls constructed on a bridge - \$60.00 per square foot

- 6.2.2. All work tasks required to design and construct the additional sound barrier walls including, but not limited to, traffic control, pavement, drainage, concrete barrier, geotechnical investigation, utility coordination/construction, supplemental surveys, bridge attachments/modifications, and earthwork shall be considered inclusive in the aforementioned unit prices.
- 6.2.3. The Design-Build Team shall only credit the Department the construction cost of all sound barrier walls eliminated by the balloting process. The construction costs of all sound barrier walls eliminated solely by the balloting process shall be deducted from the lump sum amount bid for the entire project at the aforementioned unit prices.

### **6.3. Balloting**

- 6.3.1. The Department will ballot all benefited receptors to determine which sound barrier walls recommended in the accepted DNR will be constructed. The Design-Build Team shall 1) develop and provide the information required by the Department to complete the balloting process, and 2) attend and/or speak at all balloting meetings and workshops.
- 6.3.2. The Department will require four months to complete the balloting process. The Department will not honor any requests for additional contract time or compensation for the sound barrier wall construction unless 1) the aforementioned four-month timeframe is exceeded, 2) the delay impacts the project's critical path, and 3) the delay extends work beyond the contract final completion date and/or substantial completion date. If time were granted, it would only be for the number of calendar days the contract final completion date and/or substantial completion date is impacted, as determined by the Engineer's review of the Design-Build Team's Baseline Schedule current on the delay date. (Reference *Division One* found elsewhere in this RFP) The four-month period shall begin on the date the Department accepts the DNR developed by the Design-Build Team.
- 6.3.3. The Design-Build shall not construct any sound barrier walls until the balloting process has been completed by the Department.

### **6.4. Miscellaneous Sound Barrier Wall Requirements**

- 6.4.1. Excluding sound barrier walls constructed in roadway cut/fill transition sections, proposed sound barrier walls constructed 1) off the shoulder in fill sections or 2) on the shoulder in cut sections shall be reviewed and approved by the Department, in writing, prior to incorporation into the DNR and Preliminary Plans developed by the Design-Build Team.
- 6.4.2. At all sound barrier walls, the Design-Build Team shall provide 1) a minimum 4-foot berm between the wall and fill/cut slopes steeper than 6:1 and 2) a parallel concrete ditch that conveys stormwater to an acceptable outfall at locations where the final grade slopes toward the wall. At all sound barrier walls located off a roadway shoulder, the Design-Build Team shall provide a minimum 12-foot berm along the highway/front side of the wall where fill/cut slopes are steeper than 6:1.

- 6.4.3. The Design-Build Team shall design and construct all sound barrier walls a minimum of ten feet inside the right of way.
- 6.4.4. For all sound barrier walls, the Design-Build Team shall design and construct maintenance access points, as necessary and/or as directed by the Engineer.
- 6.4.5. To satisfy the FHWA's Abatement Measure Reporting requirements, the Design-Build Team shall prepare and concurrently submit a summary of the sound barrier walls to be constructed on the project with the final sound barrier wall working drawings submittal. The Design-Build Team shall submit the sound barrier wall summary directly to the NCDOT Traffic Noise and Air Quality Group and include the information noted in Title 23 Code of Federal Regulations Part 772 Section 772.13(f) including, but not limited to, overall cost and unit cost per square foot.
- 6.4.6. For additional requirements regarding sound barrier walls, reference the *Structures Scope of Work*, *Geotechnical Engineering Scope of Work*, *Aesthetics Design Scope of Work* and the *Sound Barrier Wall* Project Special Provision found elsewhere in this RFP.

## **7. MISCELLANEOUS**

### **7.1. Retaining Walls**

Excluding the retaining wall to avoid or reduce impacts the sidewalk switchbacks near Station 52+50 -Y24R-, the Design-Build Team shall design and construct all retaining walls a minimum of ten feet (measured from the exposed face of the wall) inside the right of way.

### **7.2. Multi-Use Paths and Greenways**

- 7.2.1. Excluding greenways/multi-use paths located on berms adjacent to curb and gutter, all greenway/multi-use path typical sections shall 1) consist of a minimum ten-foot paved facility with a minimum four-foot turf shoulder on one side and a minimum two-foot turf shoulder on the other side and 2) be designed and constructed in accordance with the 2012 AASHTO *Guide for the Development of Bicycle Facilities*, except those sections of greenways/multi-use paths that are steeper than five percent shall be designed and constructed in accordance with the FHWA *Designing Sidewalks and Trails for Access*. (Reference the *Greenways and Multi-Use Paths* Project Special Provision and the *Pavement Management Scope of Work* found elsewhere in this RFP) In case of conflicting design parameters, in the aforementioned resources, the proposed design shall adhere to the most conservative values.
- 7.2.2. The Design-Build Team shall design and construct all greenways/multi-use paths located on berms adjacent to curb and gutter as a sidewalk at the width noted herein and/or shown in the Preliminary Roadway Plans provided by the Department, whichever is greater.
- 7.2.3. All White Oak Creek Greenway designs shall be reviewed and accepted by the Department and Town of Garner prior to incorporation. The Design-Build Team shall allow 15

business days for the Town of Garner to review each submittal involving the White Oak Creek Greenway.

### **7.3. Clearance Calculations**

For all bridges over roadways and railroads, the Design-Build Team shall submit vertical and horizontal clearance design calculations at all critical points. The Design-Build Team shall submit post construction survey points for the aforementioned critical points that verify construction adhered to the vertical and horizontal clearances accepted by the Department. The Design-Build Team shall be responsible for all costs associated with correcting vertical and horizontal clearances resulting from any construction variation from the design accepted by the Department.

### **7.4. Additional Environmental Considerations**

- 7.4.1. The NCTA has followed the Section 6002 Process used by the Environmental Agencies and the NCTA to coordinate about environmental permits. Any variations in the Department's proposed design and/or construction methods that nullify any decisions reached between the NCTA 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.
- 7.4.2. Except as required elsewhere in this RFP and/or to eliminate a design exception, the Design-Build Team shall not further impact any cultural, historical or otherwise protected landmark or topographic feature beyond that shown on the Preliminary Roadway Plans provided by the Department. Unless approved otherwise by the Department, in writing, the Design-Build Team shall not acquire right of way, easements and/or control of access from a parcel with the aforementioned features unless shown on the Preliminary Roadway Plans provided by the Department.
- 7.4.3. The Design-Build Team shall drain all ponds located partially or completely within the right of way, easements, and any remnant properties acquired by NCDOT. Reference the *Environmental Permits Scope of Work* found elsewhere in this RFP for additional pond draining and restoration requirements.

### **7.5. Resurfacing Grades and Uniform Overlays**

- 7.5.1. Throughout construction areas that consist solely of pavement marking obliterations/revisions on asphalt pavements, the Design-Build Team shall provide a uniform overlay or design and construct a resurfacing grade. Excluding construction areas that consist solely of pavement marking obliterations/revisions that are uniformly overlaid, concrete roads, and gravel/soil roads, the Design-Build Team shall design and construct resurfacing grades for all roadways impacted by construction. All uniform overlays and resurfacing grades shall 1) completely cover the entire pavement surface (travel lanes and

paved shoulders) and 2) be extended on a one-way roadway of a divided facility, as required, to provide the same limits for both directions of travel.

- 7.5.2. All resurfacing grades shall adhere to the design criteria and standards, provide all required pavement wedging and adhere to the minimum requirements noted herein. (Reference the *Pavement Management Scope of Work* found elsewhere in this RFP)
- 7.5.3. The Design-Build Team shall resurface all lanes and shoulders of an undivided facility throughout the limits of proposed roadway widening and construction.
- 7.5.4. Unless noted otherwise elsewhere in this RFP, for both divided and undivided facilities, the Design-Build Team shall resurface all lanes and shoulders within the outermost construction limits of all proposed widening and construction, including any gaps along the facility where construction activities are not required. For purposes of determining the required resurfacing limits only, the term “construction” will not apply to construction areas that consist solely of pavement marking obliterations/revisions.
- 7.5.5. For gaps along a facility where construction activities are not required, the Design-Build Team may provide a uniform overlay or design and construct a resurfacing grade.

## **7.6. Proposed Design Revisions**

- 7.6.1. Excluding any modifications required herein, the Design-Build Team shall inform the NCTA, in writing, of all proposed design revisions as the design progresses from the Technical Proposal through final design in accordance with the following:
  - The Design-Build Team shall note in the Technical Proposal any proposed deviations to the preliminary design shown on the Preliminary Roadway Plans provided by the Department. The Design-Build Team shall be responsible for all 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, NEPA re-evaluation and/or coordination with other stakeholders. 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.
  - After the contract has been awarded, the Design-Build Team shall inform the NCTA, in writing, of all proposed changes to the design shown in the Technical Proposal with the applicable design submittal.
  - After the Department has reviewed and accepted the Design-Build Team’s design submittals, the Design-Build Team shall inform the NCTA, in writing, of any changes to previously reviewed submittal including, but not limited to, changes to RFC Plans.
- 7.6.2. The proposed design revisions noted above shall be subject to the Department’s review and acceptance.

## 7.7. Right of Way Markers

- 7.7.1. Prior to recording the Right of Way Plans, the Design-Build Team shall locate and install right of way markers that delineate the proposed right of way for all parcels within the project limits.
- 7.7.2. The Design-Build Team will be allowed to temporarily delineate the aforementioned proposed right of way with temporary iron pins and metal caps with fiberglass right of way markers prior to recording the Right of Way Plans. However, prior to final project acceptance, the Design-Build Team shall locate and install permanent concrete right of way markers to delineate the aforementioned proposed right of way. The Design-Build Team shall remove and dispose of all iron pins, metal caps, and fiberglass markers used to temporarily delineate the proposed right of way. A Professional Land Surveyor registered in North Carolina shall certify the placement of all right of way and permanent easement markers/monuments.
- 7.7.3. For all parcels, the Design-Build Team shall locate and install metal caps with fiberglass markers that delineate all proposed permanent easements within the project limits. In accordance with NCDOT Policy, the Department will furnish the metal caps with fiberglass markers.
- 7.7.4. The Design-Build Team shall replace all existing right of way and permanent easement markers/monuments damaged and/or relocated during construction.

## 7.8. Slopes

- 7.8.1. Unless noted otherwise elsewhere in this RFP, the maximum allowable cut and fill slope shall be 2:1. (Reference the *Geotechnical Scope of Work* found elsewhere in this RFP) 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 website.
- 7.8.2. A 4:1 back slope shall extend from the back of the expressway gutter to the clear zone limit. Beyond that, a maximum 2:1 cut slope will be acceptable. The expressway gutter centerline shall be located at the hinge/shoulder point. Expressway gutter shall not be installed in fill sections. Expressway gutter shall only be used to minimize impacts to existing structures, and/or cultural, historical, or otherwise protected landmarks.
- 7.8.3. Excluding locations to minimize impacts to existing structures and/or cultural, historical or otherwise protected landmarks, the front slope of all roadway ditches, including special drainage cut ditches, shall be in accordance with the front slopes for the facility classification shown in the NCDOT *Roadway Design Manual*, Section 4.4.6, Figure 4-4. Along service roads, subdivision roads, and -Y- Lines, excluding I-40 and I-42, the Design-Build Team will be allowed to use the minimum ditch widths for the facility classification.
- 7.8.4. Cut and fill slope transitions shall not exceed one increment (i.e. 3:1 to 4:1) per 50 feet.

7.8.5. All roadway cut and fill slopes within Duke Transmission easements shall be 4:1 or flatter.

## **7.9. Use of NCDOT Right of Way for Borrow and Waste**

7.9.1. Outside the Project limits, the Design-Build Team will not be allowed to use the NCDOT right of way and/or property for borrow or waste sites.

7.9.2. Within the project limits, the Design-Build Team shall adhere to the following:

- Only clean waste material may be wasted within the NCDOT right of way or property.
- Excluding crushed concrete, debris shall not be buried within the NCDOT right of way or property.
- Normal grading operations shall occur including, but not limited to, removal of the existing embankments supporting all removed roadway sections.

## **7.10. Guardrail and Guiderail**

7.10.1. Unless noted otherwise elsewhere in this RFP, all guardrail/guiderail placement shall be in accordance with the NCDOT *Roadway Design Manual* and the NCDOT *Roadway Standard Drawings* and/or approved details in lieu of standards. Along all 3:1 fill slopes, constructed at fill heights that are equal to or greater than 12 feet, the Design-Build Team shall install guardrail. Along all fill slopes steeper than 3:1, constructed at fill heights that are equal to or greater than six feet, the Design-Build Team shall install guardrail. The guardrail/guiderail design shall be submitted for review with the Preliminary Roadway Plans submittal.

7.10.2. Excluding construction areas that consist solely of pavement marking obliterations/revisions, the Design-Build Team shall upgrade all existing guardrail in the construction limits in accordance with the aforementioned requirements and the requirements noted below, regardless if the Design-Build Team's design and/or construction impacts the guardrail.

- For existing guardrail that extends 100 feet or less outside the construction limits, the Design-Build Team shall replace all the existing guardrail.
- For existing guardrail that extends more than 100 feet outside the construction limits, the Design-Build Team shall tie the proposed guardrail to the existing guardrail outside the construction limits.

7.10.3. At all locations with paved shoulders that extend beyond the typical width (i.e. to the face of single face barrier and guardrail, edge of expressway/shoulder berm gutter, etc.), the Design-Build Team shall taper the wider paved shoulder width to the typical paved shoulder width using an 8:1 taper.



## **7.11. Barrier Rail and Barrier Rail Offsets**

- 7.11.1. The Design-Build Team shall provide continuous single face concrete barrier between two segments of single face concrete barrier when 1) the two segments are less than 300 feet apart, and 2) guardrail would be required between the two segments.
- 7.11.2. At all locations where back to back single face concrete barrier is provided including, but not limited to, bridge piers and sign supports, the Design-Build Team shall fill the area between the single face concrete barriers with gravel and cap with four inches of concrete.
- 7.11.3. Within the vehicle recovery area, the Design-Build Team shall design and construct single face concrete barrier in front of the traffic face of all bridge piers, vertical abutments, sound barrier walls, retaining walls, and all elements acting as a retaining wall. The Design-Build Team shall design and construct a concrete barrier with moment slab along the top of retaining walls constructed on the shoulder of the mainline, I-42, I-40, all ramps and all loops. The aforementioned concrete barrier shall be located 1) beyond the typical section shoulder width and/or 2) a minimum of 12-foot behind the face of curb and gutter or typical section berm width, whichever is greater, requiring the Design-Build Team to widen the outside shoulder/berm beyond the typical section width. Between the single face concrete barrier and all bridge piers, vertical abutments, sound barrier walls, retaining walls, and all elements acting as a retaining wall, the Design-Build Team shall install minimum one-inch-thick joint material. (Reference Article 1028-1 of the 2018 *Standard Specifications for Roads and Structures*).
- 7.11.4. Unless otherwise noted in this RFP, the Design-Build Team shall design and construct bridge rail offsets that are the greatest of (1) the bridge rail offset as indicated in the NCDOT *Roadway Design Manual*, (2) equal to the entire width of the approach roadway paved shoulders, (3) equal to the offsets required to achieve stopping sight distance (maximum 12-foot width), or (4) equal to the width required to accommodate any future sidewalk as required in the *Structure Scope of Work*. Narrower bridge rail offsets based on bridge length will not be allowed. In areas along the mainline where sound barrier walls are adjacent to the shoulder approaching a bridge, the bridge width does not need to match the approaching 18-foot-wide paved shoulder but instead can maintain a 12-foot offset on the bridge transitioning to the 18-foot-wide paved shoulder off the bridge. The Design-Build Team will be allowed to provide a four-foot bridge rail offset for the inside shoulder of the bridge on -Y22RPAFLY- over future -Y22FLYCA-.

## **7.12. Miscellaneous Shoulder Requirements**

- 7.12.1. The total outside shoulder width for all facilities with defined usable shoulders shall equal the usable shoulder plus two feet.
- 7.12.2. All paved shoulders shall be tapered at 8:1 to the existing pavement at tie-in points.
- 7.12.3. Shoulder berm gutter shall not be installed in cut sections. Shoulder berm gutter shall be installed in fill sections with guardrail and fill slopes steeper than 4:1.

### **7.13. Miscellaneous Design and Construction Requirements**

- 7.13.1. Unless noted otherwise elsewhere in this RFP, the design speed for all roadways shall be the greater of the minimum design speed for the facility type, as specified in the 2018 AASHTO *A Policy on Geometric Design of Highways and Streets*, 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.
- 7.13.2. Excluding grades required to tie to existing, the minimum longitudinal grade shall be 0.30%.
- 7.13.3. A sag vertical curve low point will not be allowed on any proposed bridge or approach slab or in a superelevation transition area of flat cross slope.
- 7.13.4. 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.
- 7.13.5. The Design-Build Team shall design and construct horizontal and vertical curves at all Points of Intersections (PIs) on the horizontal and vertical alignments, respectively.
- 7.13.6. The Design-Build Team shall contact Mr. Gary W. Thompson, North Carolina Geodetic Survey Director, prior to disturbing any geodetic monument.
- 7.13.7. The minimum width of all grass covered islands and medians shall be eight feet, measured face to face from the surrounding mountable concrete curb and gutter or from edge of pavement to edge of pavement, as appropriate. At all locations where a grass covered island or median becomes narrower than eight feet, the Design-Build Team shall design and construct a five-inch keyed-in concrete monolithic island.
- 7.13.8. All grass covered islands and raised medians shall be constructed with topsoil and appropriate cross slope and median drain with pipe to prevent groundwater and surface water infiltration into the subgrade and/or pavement structure. Prior to construction of the grass covered islands and raised medians and/or raised median drain with pipe, the Design-Build Team shall submit to the NCTA, for review and acceptance, the proposed number of drains, drain locations within the typical section, topsoil specifications and construction details. Within all proposed grass covered island and raised median limits, the Design-Build Team shall completely remove and dispose of the existing pavement structure.
- 7.13.9. The Design-Build Team shall provide a Drainage Summary Sheet, Earthwork Summary Sheet, Guardrail Summary Sheet, (permanent and temporary) and Pavement Removal Summary Sheet in the Final Roadway Plans and RFC Roadway Plans.

## **7.14. Miscellaneous Design Coordination**

- 7.14.1. The Design-Build Team shall submit Design Criteria for NCDOT review and acceptance prior to the Preliminary Roadway Plans submittal.
- 7.14.2. The Design-Build Team will not be required to submit separate Structure Recommendations as required by the *NCTA Design-Build Submittal Guidelines*. Instead, in accordance with NCDOT *Roadway Design Manual* Sections 5.3.1.1, 5.3.1.2, and 5.3.1.3, the Design-Build Team shall submit the roadway design information required to develop the Structure General Drawings with the Preliminary Roadway Plans submittal.
- 7.14.3. 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.

## **8. PRINCIPLE STANDARDS**

### **8.1. Design and Construction Standards**

Unless allowed otherwise elsewhere in this RFP, the design shall be in accordance with the 2018 AASHTO *A Policy on Geometric Design of Highways and Streets* and 2019 Errata, NCDOT *Roadway Design Manual*, including all revisions effective on the Technical Proposal submittal date, 2018 NCDOT *Roadway Standard Drawings*, or as superseded by detail sheets located at <https://connect.ncdot.gov/resources/Specifications/Pages/2018-Roadway--Standard-Drawings.aspx>, *Roadway Design Policy and Procedure Manual*, *Roadway Design Guidelines for Design-Build Projects*, 2018 NCDOT *Standard Specifications for Roads and Structures*, the *Highway Capacity Manual*, 6<sup>th</sup> Edition, and the 2011 AASHTO *Roadside Design Guide*, 4th Edition and 2015 Errata.

### **8.2. Conflict in Design Standards**

If the NCDOT *Roadway Design Manual*, including all revisions, the 2018 AASHTO *A Policy on Geometric Design of Highways and Streets* and 2019 Errata, the 2018 NCDOT *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.

## **9. NCDOT INFORMATION SUPPLIED**

### **9.1. Environmental Documentation and Agreements**

The NCDOT will provide copies of the Complete 540 Draft Environmental Impact Statement, the Complete 540 Final Environmental Impact Statement, the Complete 540 Record of Decision, and the latest list of environmental commitments, municipal agreements and all pertinent approvals

and correspondence. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall adhere to all commitments stated in the environmental documents.

## **9.2. Surveys**

The Department will provide electronic surveys to the Design-Build Team. Any supplemental surveys including, but not limited to, additional topography, existing and proposed roadway, structure sites, underground and overhead utilities, existing and proposed drainage, wetland delineation, right of way, parcel names, and deed research and descriptions shall be the responsibility of the Design-Build Team to acquire and process. All supplemental surveys shall adhere to the Location and Survey Unit's September 28, 2018 *Proc 2018-4 - L&S Implementation of SharePoint Site Guidelines* and *Proc 2018-6 - L&S Required PEF Attestations for Individually Developed Survey Products* Memorandums.

The Design-Build Team shall modify/incorporate boundary information used for the determination and valuation of property solely under the direct supervision of a Professional Land Surveyor registered in North Carolina. Known existing utilities have been located and will be included with the survey data. The Design-Build Team shall be responsible for confirming the location of the utilities and the type/size of facilities. All supplemental Subsurface Utility Engineering (SUE) work shall be the responsibility of the Design-Build Team.

## **9.3. Preliminary Roadway Plan**

The NCDOT will provide the R-2829 Preliminary Design Plans and associated electronic design files 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.

## **9.4. Pavement Design**

The NCDOT will provide final pavement design alternative options for R-2829A. The Design-Build Team shall be responsible for all temporary pavement designs. (Reference the *Pavement Management Scope of Work* found elsewhere in this RFP)

## **9.5. Geotechnical Investigation**

The Department will provide a Geotechnical Subsurface Investigation for R-2829A. 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)

**AESTHETIC DESIGN SCOPE OF WORK**

(5-15-23)

**1. GENERAL****1.1. Consistency Throughout Project and With Existing Facility**

- 1.1.1. The Project shall include aesthetic treatments to roadway, bridge and other elements that are consistent with those used on the Complete 540 Phase 1 projects. Therefore, the Design-Build Team shall provide an aesthetics package compliant with this Scope of Work and consistent with the *Complete 540 Phase 2 Aesthetic Design Guide* dated December 2022 ("*Guidelines*"). In case of a conflict between this Scope of Work and the *Guidelines*, this Scope of Work shall govern.
- 1.1.2. The Design-Build Team shall consistently apply the design motif and replications of the aesthetics package throughout all the proposed tolling areas, bridge abutments and bents, sign structures, ITS components and other roadway elements.

**1.2. Complete 540 Phase 2 Aesthetic Design Guidelines**

- 1.2.1. The Design-Build Team shall utilize the *Guidelines* to develop the designs, plans and details necessary for aesthetic treatments of bridges, roadways, and other elements as outlined herein.
- 1.2.2. The *Guidelines* are hereby incorporated by reference into this Contract.

**2. AESTHETIC DETAILS**

At a minimum, the Design-Build Team shall adhere to the following:

**2.1. Bridge Details**

- 2.1.1. Unless noted otherwise elsewhere in this RFP, the aesthetic treatments shall be provided at all proposed bridges. (Reference the Aesthetics Section of the *Structures Scope of Work* found elsewhere in this RFP).
- 2.1.2. Any necessary pedestrian railings and fencing shall match the type described in the *Guidelines*.
- 2.1.3. Bridge abutments shall include quoins, cheek walls, emblems, crossroad name and coping as described in the *Guidelines*. Unless noted otherwise elsewhere in this RFP, retaining walls shall be turned back as set forth by the *Guidelines*.
- 2.1.4. Each cheek wall shall be cast as a single unit, without construction joints, and contain reinforcing steel.
- 2.1.5. The full brick along the turned-back retaining walls shall extend a minimum of 2 feet below the final grade.

- 2.1.6. Concrete girders are preferred for all bridges over any roadway. In the event that steel girders are used for bridges over a roadway, the steel girders shall be weathering steel.
- 2.1.7. Barrier rail or parapet on the bridges shall extend to the end of the turned-back retaining wall before transitioning to guardrail.
- 2.1.8. Bridge piers shall be sized and constructed as detailed in the *Guidelines*.

## **2.2. Sound Barrier Wall Details**

- 2.2.1. All sound barrier walls located along Toll NC 540, including all ramps and loops, shall be constructed to include concrete caps, footings, piles, etc. as detailed in the *Guidelines*.
- 2.2.2. Along Toll NC 540, including all ramps and loops, the Design-Build Team shall provide sound barrier walls constructed with authentic full brick matching the brick used for the abutment and retaining walls as detailed in the *Guidelines*. Both faces of the sound barrier walls shall be authentic full brick.
- 2.2.3. In the event that sound barrier walls are required to be installed on bridges, the Design-Build Team shall include a wall type suitable for mounting on bridges and in a color that is complementary to the approach roadway sound barrier walls. The color shall be submitted to NCTA for review and acceptance with the information noted in the Preliminary Design Section of this Scope of Work.

## **2.3. Debossed Crossroad Identification on Bridge Abutments**

The turned-back wall coping to be provided for the bridges shall contain the -Y- Line road name (or "Triangle Expressway" in locations where the -Y- Line runs beneath the Triangle Expressway). A reverse mold casting or other accepted means shall be used to accurately create the debossed crossroad name identification.

## **2.4. Piers**

Piers for sign structures and toll gantries shall be sized and constructed as detailed in the *Guidelines*.

## **2.5. Dogwood Emblems**

Provide dogwood emblems at ends of interior bents and cheek walls as detailed in the *Guidelines*. The Design-Build Team shall replicate the emblem by reverse mold casting or other accepted means to accurately create the new emblems without the indication of attachment. Emblems at interior bents shall be placed on the exterior faces where multiple substructure units are used for a single bent line.

## **2.6. Barrier Reveals**

All barrier reveals shall be constructed as detailed in the *Guidelines* and adapted as necessary for the barrier height required for this Project.

## **2.7. Retaining Walls**

- 2.7.1. The exposed face of all retaining walls visible to Toll NC 540 traffic, including all Toll NC 540 ramps and loops, shall include full size real brick and be consistent with the *Guidelines*.
- 2.7.2. The brick of the retaining walls shall extend a minimum of 2 feet below the final grade.

## **2.8. Screen Walls**

- 2.8.1. Decorative screen walls at toll system vaults shall include full size real brick consistent with the screen wall aesthetics illustrated in the *Guidelines*.
- 2.8.2. The brick of the screen walls shall extend upward from a visible, shallow, smooth-face concrete footer or panel as shown in the *Guidelines*.

## **2.9. Toll Gantries**

Aesthetic treatments to the toll gantries shall be consistent with the *Guidelines*.

## **2.10. Anti-Graffiti Coating**

The Design-Build Team shall apply anti-graffiti coating on all exposed brick surfaces of sound barrier walls (front and back), screen walls (front and back), vertical abutments and retaining walls. The Design-Build Team shall apply anti-graffiti coating that is compatible with the brick surface. After application, the anti-graffiti coating shall be dry to the touch within one hour and shall achieve a final cure within three hours. The color of the anti-graffiti coating shall be clear after full cure. The Design-Build Team shall provide specifications for the anti-graffiti coating and one gallon of graffiti remover, thinners, dryers and all necessary components recommended by the manufacturer to the North Carolina Department of Transportation Materials and Tests Unit, Chemical Testing Engineer.

The anti-graffiti coating shall be applied by brush, roller or airless spray when the ambient temperature is between 45° F and 90° F, and the surface temperature is between 50° F and 100° F or as required by the manufacturer. Ensure the surface is clean and dry before applying the anti-graffiti coating. The minimum dry film thickness of the anti-graffiti coating shall be 2.0 mils.

## **3. DESIGN REQUIREMENTS**

The Design-Build Team shall ensure that the aesthetic details incorporated into the plans developed by the Design-Build Team meet the appropriate engineering standards and the RFP requirements.

### **3.1. Preliminary Design**

After the Contract has been executed, the Design-Build Team shall submit, with appropriate visual aids, the aesthetic design intent including, but not limited to, the aesthetic theme, the

general plan, and the preliminary details for each design element within the Project. The NCTA will require 30 days to review this information to ensure that it is acceptable and consistent with or complementary to the Complete 540, Phase 1 projects. The aesthetic design intent, including any preliminary aesthetic details shall be accepted by NCTA prior to any preliminary design plan submittal. The Design-Build Team shall include the accepted aesthetics details with the appropriate submittal of preliminary design plans for each element (bridge, roadway, sign structure, gantry, etc.).

### **3.2. Final Design**

- 3.2.1. The Design-Build Team shall include the accepted aesthetics details with the appropriate submittal of final design plans for each element (bridge, roadway, sign structure, gantry, etc.).
- 3.2.2. For each element, the Design-Build Team shall develop and submit for review and acceptance any specifications, material requirements and/or construction processes needed to accomplish the aesthetic work with the final design submittal.

### **3.3. Materials, Construction, and Fabrication**

Three full size test panels will be required for each type of textured concrete element on the Project, including the dogwood emblems and embossed street identification.



**ALL-ELECTRONIC TOLLING TOLL ZONE INFRASTRUCTURE SCOPE OF WORK**

(4-14-23)

**1. GENERAL**

This All-Electronic Tolling (AET) Toll Zone Infrastructure Scope of Work includes the design, engineering, fabrication, delivery, and erection of gantries, AET Toll Zone Vaults, pavement, concrete pads, sidewalks, electrical work, heat, ventilation, air conditioning (HVAC) work, conduit duct banks and associated junction boxes necessary for the infrastructure of the AET tolling system.

**1.1. Design Standards**

- 1.1.1. The AET Toll Zones shall be designed and constructed in accordance with the February 15, 2023 *NCTA AET Standard Drawings* provided by NCTA. The design and construction shall also adhere to the *Complete 540, Phase 2 Aesthetic Design Guide* provided by NCTA.
- 1.1.2. The NCTA will enter into an agreement with a Toll Systems Integrator (TSI), to design, develop, install, test, and operate the roadside toll AET equipment for the project. (Reference the *ITS Scope of Work* found elsewhere in this RFP)
- 1.1.3. The Design-Build Team shall coordinate with the NCTA in the final design and construction of the AET Toll Zone to readily accommodate the TSI's components without the need for modifications and to achieve the NCTA tolling performance requirements. Some information contained within this *AET Toll Zone Infrastructure Scope of Work* and the February 15, 2023 *NCTA AET Standard Drawings* is typical and may not be applicable for the specific tolling system provided by the TSI. The Design-Build Team shall consider all local conditions and proposed tolling equipment and produce the best possible fully engineered design for conduits, boxes, and pads to support the integration of the roadside toll AET equipment. However, based upon coordination with the TSI in the final design of the AET toll zone, there may be a reduction, deletion or addition of items indicated within this scope of work, which if allowed and necessary, shall result in compensation adjustments in accordance with the 2018 *Standard Specifications for Roads and Structures*.

**1.2. Deliverables**

- 1.2.1. Design, construction drawings, As-Builts Plans, details and specifications described within this Scope of Work shall be the responsibility of the Design-Build Team, unless noted otherwise. Provide all details and plans consistent with industry standards and professional requirements. Accurate As-Built Plans shall be provided to the NCTA at the completion of work indicating all AET Toll Zone infrastructure elements installed with accurate locations indicated.
- 1.2.2. Provide NCTA, a binder containing equipment installation/maintenance manuals, warranty information, etc. for all installed equipment. Provide electronic copies of this material with the binder.

- 1.2.3. Provide NCTA, four (4) sets of keys to all doors and cabinets.

## **2. AET TOLL ZONE LOCATION**

### **2.1. General Location**

- 2.1.1. Locate each AET Toll Zone at the general locations for Proposed Toll Gantries as depicted on the Preliminary Roadway Plans provided by the Department. Coordinate the final site location for the AET Toll Zones with the NCTA. The final location shall be approved by the NCTA prior to proceeding with final design drawings. The Design-Build Team shall provide GPS coordinates of preliminary design toll zone locations to the NCTA for review and acceptance prior to developing the final design. A Radio Frequency (RF) Spectrum Analysis will then be performed by the Department to determine whether the proposed AET Toll Zone is free from electromagnetic conditions that may cause interference with the Radio Frequency Identification (RFID) technology. The Department will need a minimum of six (6) weeks to conduct the survey and report on the results. If interference is found, the Design-Build Team shall re-locate the AET Toll Zone.
- 2.1.2. Locate AET Toll Zones away from sources of Electro Magnetic Interference (EMI) including electrical power supply transformers, motors, Magnetic Resonance Imaging (MRI) and X-ray equipment, radio transmitters, radar transmitters and induction heating devices to minimize interference with future communications cabling.
- 2.1.3. Locate all AET Toll Zones in roadway areas where lane changing and weaving would not be expected. Do not locate AET Toll Zones under structures or on structures.

### **2.2. Specific Toll Zone Location and Geometric design**

- 2.2.1. NCTA prefers that the AET Toll Zone be located in a minimum 250-foot long horizontal tangent section starting at least 100 feet prior to the first gantry and extending to at least 100 feet beyond the second AET gantry structure centerline.
- 2.2.2. In the event the AET Toll Zone cannot be located in a horizontal tangent section, it may be located in a horizontal curve section with a radius of 2,000 feet or greater.
- 2.2.3. Provide uniform AET Toll Zone pavement cross-slopes across the AET Toll Zone travel lanes. The cross-slope shall not exceed 2 vertical feet over the width of the section at the tolling point; for the purpose of this requirement, the “width of the section” shall be defined as the distance between the centerlines of the future median shoulder and outside shoulder. (Reference the *Roadway Scope of Work* found elsewhere in this RFP)
- 2.2.4. The toll zone locations shall accommodate the shoulder acceleration and deceleration lengths required for access to/from the AET Toll Zones.
- 2.2.5. Protect access drive and gantry columns with guardrail as shown in the February 15, 2023 *NCTA AET Standard Drawings*.

- 2.2.6. Do not place drainage (or other) pipes under the area between the first and second gantries or within 25 feet of any conduit or junction box. The design and construction shall ensure that surface stormwater shall be directed away from all in-ground junction boxes and equipment pads. The AET Toll Zone design shall be closely coordinated with the roadway design. Shoulder gutter or curb may be needed to assure stormwater is directed away from the junction boxes and equipment pads.

### **3. AET TOLL ZONE VAULTS**

#### **3.1. Location**

- 3.1.1. Do not locate the AET Toll Zone Vaults (“Vaults”) adjacent to areas that may be subject to the infiltration of water, steam, humidity, heat or other adverse atmospheric or environmental conditions. Avoid site locations that are below water level or near ponding water resulting from rainfall events. Grade the AET Toll Zone site such that water flows away from the Vault. Do not locate Vaults adjacent to sources of constant, excessive, low or high frequency noise, such as air-handling equipment, pumps, etc.
- 3.1.2. Do not install equipment and utilities not specifically required for the Vaults, including utility pipes, wiring, cabling, ductwork, or other electrical equipment within, through or under the Vault.
- 3.1.3. Coordinate final positioning of the Vault at each site with the NCTA.

#### **3.2. General Configuration**

- 3.2.1. Design, engineer, fabricate and erect a Vault for each AET Toll Zone as shown in the February 15, 2023 *NCTA AET Standard Drawings*. Each Vault shall house ITS equipment (provided by the Design-Build Team) and roadside toll collection equipment to be provided by the TSI. (Reference the *ITS Scope of Work* found elsewhere in this RFP)
- 3.2.2. Design Vaults to be typical in functionality and appearance throughout the project limits. Provide prefabricated and preassembled concrete Vaults that are aesthetically consistent with the Vaults on Complete 540, Phase 1. Steel, masonry and/or wood construction will not be allowed. Provide durable, watertight, secure Vaults requiring minimal maintenance. Provide a roofing system with a minimum 20-year warranty. Residential type shingles will not be allowed.
- 3.2.3. Design finish ceiling height shall be a minimum of 9 feet as measured from the finished floor elevation. The Vault shall have a minimum R-24 insulation.
- 3.2.4. Design Vaults for a two-hour fire rating, unless superseded by the North Carolina Fire Code standards. Provide a 10-pound Class ABC fire extinguisher rated for the size of the Vault mounted at the entrance wall.
- 3.2.5. The Vault shall be watertight and not allow water intrusion in extreme weather conditions.

All conduit and utility penetrations shall be sealed watertight. The Design-Build Team shall test the Vault upon completion to verify the entire assembly is watertight.

### **3.3. Architectural Plans**

Prepare an architectural plans package for the AET Toll Zone Vaults to include the Architectural, Structural, Electrical, HVAC and Mechanical Plans, finish schedule and other documents necessary for a complete turnkey construction of the AET Toll Zone Vaults. Submit design calculations including structural, foundations, HVAC, and electrical calculations for all components of the AET Toll Zone Vault with plans. A professional engineer registered in the state of North Carolina shall seal all designs, plans and calculations. Design AET Toll Zone Vaults to meet all zoning code requirements. Prepare the AET Toll Zone Vault plans and designs in accordance with the North Carolina Building Code, latest edition. Provide facility plans that are accurate, legible, and complete in design, drawn to appropriate scales and furnished in reproducible form. Obtain all required permits to construct and occupy the AET Toll Zone Vaults, including those required by the State Construction Office.

### **3.4. HVAC**

- 3.4.1. Furnish AET Toll Zone Vaults with one HVAC unit. The Design-Build Team shall design the HVAC system in coordination with the TSI. Current heat load requirements provided by the TSI require a minimum of a 2-ton HVAC unit. These load requirements are based upon anticipated toll collection and ITS equipment. Actual heat loads to be used in design of the HVAC system shall be confirmed with the TSI.
- 3.4.2. Provide a dual set point (heat and cool) thermostat and install heating and cooling ducts to minimize interference with wall surface area and conflicts with electrical and communication conduits, cable trays, and cabling.
- 3.4.3. Provide method of routing condensate away from base of building.

### **3.5. Doors**

- 3.5.1. Provide exterior access doors that swing outward as shown in the February 15, 2023 *NCTA AET Standard Drawings*. Provide exterior doors constructed of stainless steel with stainless steel frames. Design and install exterior door, including hollow door jamb to accommodate future access-control keypads and proximity card readers, which will be installed by the TSI. Provide keyed door locks for interim/back-up security. Provide a universal key that accesses all locks. Provide door construction to suitably protect, seal, and prevent the ingress of water, moisture, dust, gases, and wind-driven rain into the Vaults.
- 3.5.2. Doors, frames, and hardware shall be extra heavy duty, full flush as defined in SDI A250.8 and shall have a minimum two-hour fire rating in accordance with ANSI/UL 10C, "Positive Pressure Fire Tests of Door Assemblies," unless superseded by the North Carolina Fire Code Standards.

- 3.5.3. Doors to the Vault shall be unobstructed such that a vehicle or portable lift could access the Vault.

### **3.6. Interior Finishes**

Provide interior walls and ceiling fully sealed and painted with a durable high-quality paint. The interior finish color shall be high, bright white semi-gloss. Provide industrial anti-static non-slip tile or an epoxy flooring material.

### **3.7. Lighting**

- 3.7.1. Provide interior lighting consisting of LED commercial lighting fixtures with wall-mounted occupancy sensor and manual on/off. Provide a minimum 50 foot-candles of illumination at a 30-inch work plane. Provide battery operated backup emergency packs with integral LED heads at entrance/exit. Provide lighting point-by-point calculations for interior lighting as part of Architectural Plan submittal.
- 3.7.2. Provide motion sensor control, exterior lighting that provides an average maintained lighting level of 1.0 foot-candle with a uniformity ratio of 3:1 to 4:1 for the access to the AET Toll Zone Vault. Provide full cut-off exterior lighting fixtures as defined by IESNA that are International Dark-Sky Association (IDA) compliant. Provide lighting point-by-point calculations for exterior lighting as part of the Architectural Plan submittal. Exterior lighting shall not illuminate the roadway in such a way that it would distract drivers. Exposed conduit on the exterior of the vault will not be allowed for the exterior lighting system.

## **4. AET TOLL ZONE GANTRY DESIGN REQUIREMENTS**

### **4.1. General**

Provide two structural gantries at each AET Toll Zone to be similar in appearance and scale. Design each gantry to span the facility width as indicated on the February 15, 2023 *NCTA AET Standard Drawings*. Design each gantry with a separate pier in the median; do not connect/consolidate adjacent piers in the median. Design gantries to ensure that the line of sight for cameras, camera lights and overhead profilers/separators are not obstructed by the structure.

### **4.2. Design Criteria**

- 4.2.1. Design, engineer, fabricate, transport and erect watertight gantry structures to which the TSI will attach the tolling equipment. Design gantries in compliance with the AASHTO 2013 *Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals*, 6<sup>th</sup> Edition using a minimum wind speed of 100 mph.
- 4.2.2. Coordinate with the TSI and the NCTA for the final toll gantry loading and design. Include effect of any projected future roadway widening and additional tolling equipment in load analysis. (Reference the *Roadway Scope of Work* found elsewhere in this RFP)

- 4.2.3. Provide vertical clearances in accordance with the February 15, 2023 *NCTA AET Standard Drawings* to maintain proper clearances for the toll collection equipment.
- 4.2.4. Design and install gantry spanning truss members as shown in the February 15, 2023 *NCTA AET Standard Drawings*. Design the gantry spanning truss members to support TSI equipment without vibration from wind forces or drafts from vehicles passing under the gantry.

### **4.3. Aesthetics**

- 4.3.1. Design and construct gantry structure including scale, materials, color, and finish in accordance with the *Complete 540, Phase 2 Aesthetic Design Guide*. The front façade or paneling of the gantry shall conceal all AET Toll Zone tolling equipment (to the extent possible without impairing the tolling accuracy) and cabling from on-coming traffic and shall present a straight and clean visual appearance, which shall not be detracted from by tolling equipment.
- 4.3.2. The aesthetic treatment shall conceal all conduit and cable trays from view of approaching traffic.

### **4.4. Conduits and Cabling**

- 4.4.1. All conduit, risers and cabling requirements shall be coordinated with the TSI and the NCTA.
- 4.4.2. A 12" (H) x 12" (W) divided enclosed NEMA 3R, 4, or 4X weather-tight cable tray shall be located on the top of the truss, concealed by the cladding face. A 24" x 24" x 12" enclosed NEMA 3R, 4, or 4X transition box shall be installed on the end of the cable tray to accommodate connection of the conduits extending up through the column. The extents and positioning of the cable tray is shown in the February 15, 2023 *NCTA AET Standard Drawings*. The cable tray shall accommodate connections where needed to facilitate the running of cables to equipment located at the lane/shoulder centers and lane/shoulder lines. Cable trays and boxes shall be grounded and bonded per NEC. The equipment mounting bar shall extend to cover all current and future lanes and paved shoulders.
- 4.4.3. Provide conduits terminating above the top of the gantry column and at the at-grade control/junction boxes at the base of the gantry as shown in the February 15, 2023 *NCTA AET Standard Drawings*.
- 4.4.4. Design communications conduit connections between the conduit at the top of the column and the cable tray junction box to accommodate a minimum 18" cable bend radius. Design power conduit connections between the conduit at the top of the column and the cable tray junction box to accommodate a minimum 6" cable bend radius.
- 4.4.5. Locate hand-holes, stub-outs, junction boxes or control boxes for access to equipment cabling and electrical wiring out of view of approaching traffic.

- 4.4.6. For additional junction box requirements, refer to the *ITS Scope of Work* found elsewhere in this RFP.

## **5. AET TOLL ZONE PAVEMENT AND DRIVEWAY**

### **5.1. Driveway and Parking**

Design and provide an asphalt driveway/parking area as shown in the February 15, 2023 *NCTA AET Standard Drawings*. Provide a driveway to the right side of the direction of travel. Use the pavement design for Service Roads in the *Pavement Management Scope of Work* found elsewhere in this RFP.

### **5.2. Mainline and Shoulder Pavement in Toll Zones**

- 5.2.1. If asphalt pavement is proposed for the mainline, the final lift of asphalt shall be 2" from a point 200' (minimum) prior to the first gantry to a point 100' (minimum) beyond the second gantry. In this area, the surface course shall be 3.5" in lieu of 3.0" as required by the *Pavement Management Scope of Work* found elsewhere in this RFP, tapering back to a 3" surface course over a minimum distance of 25 feet outside the limits above. Within the aforementioned limits, the Design-Build Team may reduce the I19.0C pavement layer up to 0.5" to maintain a uniform total pavement depth.
- 5.2.2. Do not install rumble strips through the toll zone. For this requirement, the "toll zone" shall be defined as 30' in advance of the first gantry to 30' past the second gantry.
- 5.2.3. Regardless of the pavement design, all pavement for travel lanes and shoulders shall be in place within the toll zone before turnover to the TSI. For this requirement, the toll zone shall be defined as 200 feet in advance of the first gantry to 100 feet past the second gantry.
- 5.2.4. Install 3-foot shoulder berm gutter through the toll zone as shown in the February 15, 2023 *NCTA AET Standard Drawings*.

## **6. MISCELLANEOUS AET TOLL ZONE SITE REQUIREMENTS**

### **6.1. Foundation/Sidewalk/Concrete Maintenance Pad**

- 6.1.1. As shown in the February 15, 2023 *NCTA AET Standard Drawings*, construct concrete pads that serve as the Vault foundation (will serve as maintenance pad, sidewalk, etc.) and equipment cabinet foundations. The Vaults and equipment cabinet foundations shall be a minimum of 8-inches thick. Design and grade site so water flows away from the AET Toll Zone Vault slab and equipment pads.
- 6.1.2. Locate the generator on the AET Toll Zone Vault foundation concrete pad as detailed in the February 15, 2023 *NCTA AET Standard Drawings*.
- 6.1.3. The AET Toll Zone Vault shall include a 6-inch high curb that separates the foundation from the adjacent parking surface. (Reference the February 15, 2023 *NCTA AET Standard*

*Drawings* for additional requirements) Provide a ramp from the adjacent driveway centered on the door for loading/unloading. The sidewalk and pad areas shall have a brushed finish.

## **6.2. Screen Wall**

- 6.2.1. Design decorative screening/wall to visually shield the motorist from viewing the Vault and maintenance pad. Provide decorative screening/wall around two sides of the Vault, as shown in the February 15, 2023 *NCTA AET Standard Drawings*.
- 6.2.2. Design decorative screening/wall consistent with the *Complete 540, Phase 2 Aesthetic Design Guide*.
- 6.2.3. Between the wall and the Vault, provide a washed stone (#57) surface to facilitate drainage and maintenance of conduit entering the Vault.

## **6.3. AET Toll Zone Conduit and Junction Boxes**

- 6.3.1. Design and construct required conduits and cabling infrastructure necessary to establish the communications path between fiber-optic trunk line, Vaults, gantries, cabinets, and junction boxes. Install the number and size of conduits, boxes and related equipment specified in the *ITS Scope of Work* found elsewhere in this RFP and the February 15, 2023 *NCTA AET Standard Drawings*. Coordinate with the NCTA throughout the conduit and junction box design and installation.
- 6.3.2. Ensure junction boxes are provided such that the last set of junction boxes before a conduit route enters a vault are not placed higher in elevation than the vault slab itself. This will prevent water-filled boxes from draining into the vault.
- 6.3.3. Provide separation between power and communications conduit as specified in the February 15, 2023 *NCTA AET Standard Drawings*.
- 6.3.4. Provide an underground concrete-encased conduit duct bank when crossing new roadways. Install conduit duct banks such that there is a minimum of 18 inches of cover from pavement subgrade to the top of the duct bank. Trenched conduit, directional bores or jack and bore shall be in accordance with the 2018 *Standard Specifications for Roads and Structures*.
- 6.3.5. Terminate conduit through the floor slab of AET Toll Zone Vaults above finished floor elevation. Conduit ends shall extend a minimum of 18" above the vault floor.
- 6.3.6. Furnish conduits stubbed out at all concrete pads with plastic bushings (or comparable material) to prevent cables from being damaged when being pulled through conduits or shifting during use. Clearly label each end of the conduits and include conduit plugs, pull line in each conduit, and tracer wire (if needed) per Article 1091-3 of the 2018 *Standard Specifications for Roads and Structures*.



6.3.7. Provide galvanized metallic conduit in above ground installations.

#### **6.4. Electrical**

Provide building electrical power to lights, switches, receptacles, HVAC system and other infrastructure items for operating and managing the Vault. Coordinate with the TSI and the NCTA to establish electrical power service requirements for each toll gantry. Coordinate with the TSI and the NCTA in the design of the electrical loading, ampere capacity rating, circuit poles, etc. for the final power panel design.

6.4.1. Provide electrical service to the Vaults in accordance with the following:

- 120/240V single-phase service
- operating voltage of 120/240V, at a minimum, 200 amps, unless otherwise approved
- electrical power panel in a conventional NEMA 1 surface mount panel board enclosure, which supplies power to the electronic toll equipment
- a minimum 200-amp Main Breaker with a minimum of 42 circuits
- a minimum of two (2) two-pole breakers coordinated with the TSI (typically 50 or 80 amps) and the remaining breakers at 20 amps rated at minimum 18K AIC
- a main ground bus bar connected to the building grounding system

6.4.2. If power is provided from a single point for multiple Vaults or locations, a Main Distribution Panel may be necessary

6.4.3. Provide the Vaults with 125 volt rated duplex receptacles at approximately 10-foot centers at 18 inches above finished floor, as shown on the February 15, 2023 *NCTA AET Standard Drawings*. Field-adjust, as needed, to accommodate the conduit risers.

6.4.4. Refer to the *Utilities Coordination Scope of Work* for additional coordination requirements.

6.4.5. Perform all electrical work in conformance with the latest edition of the National Electric Code. Note that the Toll Zone Vault is classified as a “Modular Data Center”.

6.4.6. ITS devices in the vicinity of the toll zone shall have their power drawn from one of the roadside raw power panels.

6.4.7. Pull four sets of conductors from the vault to the roadside power sub-panels (two per side of the road). These conductors will be used to serve any ITS devices in the vicinity of the toll zone, as well as future TSI devices. Coordinate with the TSI on the size of the conductors.

#### **6.5. Grounding**

Provide a master grounding system at all new and revised Vault electrical service points, unless

otherwise specified. In addition to National Electrical Code (latest edition) requirements, test grounding electrode resistance at connection point to electrical service ground bus for a maximum of 20 ohms. Furnish and install additional ground rods to grounding electrode system as necessary to meet test requirements. Submit a completed Grounding Test Results form. Provide a length of marker tape 12-inches below finished grade directly over grounding electrodes and conductors.

## **6.6. Lightning Protection**

Design and install Lightning Protection System for the Vaults and gantries in accordance with, and certified by, the Lightning Protection Institute (L.P.I.) Installation Code LPI-175. Products shall comply with Underwriters Laboratories, Inc. Master Label Code 96A and NFPA 780. The lightning protection system installer shall submit a UL Master Label or L.P.I. system certification upon completion of the work. Design Lightning Protection System considering all tolling equipment to be installed on the gantry. Coordinate with the TSI on actual equipment to be installed.

## **6.7. Standby Generator**

- 6.7.1. Provide standby generator to power each complete AET Toll Zone to include Vaults, toll and communications equipment, video tolling cameras and lights, sensors, DMS on gantries, lighting, including parking/service lighting, electrical system, security system, monitoring and HVAC systems. Supply and install a 60kW standby generator. Provide a generator disconnect as per the February 15, 2023 *NCTA AET Standard Drawings*.
- 6.7.2. Provide standby generator with an automatic transfer switch designed to run after 5 seconds of power outage. Evaluate and include a method for reducing the noise impact caused by the standby generators to residences near proposed Vault locations.
- 6.7.3. The standby generator shall be provided with an outdoor-rated housing and mounted on the concrete pad adjacent to the Vault with clearances as shown on the February 15, 2023 *NCTA AET Standard Drawings* unless additional clearance is required by code or manufacturer's recommendation. Include a muffled exhaust system for the generator.
- 6.7.4. Provide a protective screen against rodents at the base of the generator.

## **6.8. Propane Tank**

- 6.8.1. Provide a single 1000-gallon propane fuel tank with a dry level sensing device (hard-wired, 4-20mA, 0-5 VCD or 0-10 VDC typical Hall Effect Transmitter) that will interface with future Vault automation system provided by others.
- 6.8.2. Install a transfer switch to interact and directly communicate via contact closures with building automation system for critical status indications.
- 6.8.3. Provide TSI with Interface Control Documents (ICDs) as a part of construction submittals for generator, transfer switch, and propane tank to facilitate communications.

- 6.8.4. Design propane fuel tank system compliant with all local, State, and Federal requirements and comply with NFPA 54, National Fuel Gas Code.
- 6.8.5. The Design-Build Team shall take measures to ensure standing water does not accumulate in access hatch.
- 6.8.6. All wiring from the building interior to the generator and the propane shall be continuous and free of splices.

**ENVIRONMENTAL PERMITS SCOPE OF WORK**

(7-15-23)

**Note: It is the NCTA’s intention that references in this Scope of Work to 1) environmental permit “application” applies to environmental permit application or environmental permit modification application, depending on the situation, and 2) “environmental permit” applies to the environmental permits previously obtained by the Department and all environmental permit modifications, depending on the situation.**

**1. ENVIRONMENTAL PERMIT STATUS**

The NCDOT obtained a phased US Army Corps of Engineers Section 404 Permit (dated October 24, 2019) and a phased NC Department of Environmental Quality (NCDEQ), Division of Water Resources (DWR) Section 401 Water Quality Certification and Neuse Riparian Buffer Authorization (dated February 15, 2019), herein referred to as the “environmental permits”. These environmental permits are for the entire corridor (R-2721A, R-2721B, R-2828, R-2829A and R-2829B) from the NC 55 Bypass to I-87/US 64/US 264. The initial environmental permits issued were based on final impacts for the R-2721A and R-2721B projects, but only preliminary impacts for R-2828, R-2829A and R-2829B projects. Environmental permit modifications have only been issued for the current projects under construction (R-2721A, R-2721B and R-2828). Therefore, the environmental permits will not authorize construction of the R-2829A project. The Complete 540 - Triangle Expressway Southeast Extension corridor-wide environmental permit application, issued environmental permits and environmental permit modifications may be referenced on the websites noted below:

<http://www.saw.usace.army.mil/Missions/Regulatory-Permit-Program/Public-Notices/>

<https://xfer.services.ncdot.gov/pdea/PermApps/>

<https://xfer.services.ncdot.gov/pdea/PermIssued/>

**2. CONSTRUCTION PERMITS AND LIMITATIONS**

The Design-Build Team shall be responsible for all work necessary for the NCTA to secure the modification to the environmental permits needed for construction of R-2829A. This scope of work outlines the Design-Build Team’s responsibilities related to the final permitting of R-2829A.

**2.1. Activities Prior to Application for Environmental Permit Modification**

- 2.1.1. NCTA is utilizing a SAFETEA-LU Section 6002 compliant Project Coordination Plan for coordinating with environmental resource and regulatory agencies on this project. This process is being used in lieu of the Merger Process, and while it includes the same general milestones as the Merger Process, written concurrence from agency representatives is not required to advance the project development and permitting process. For R-2829A, NCTA has advanced the project through identification of avoidance and minimization measures (equivalent to Concurrence Point 4A in the Merger Process).

- 2.1.2. The Design-Build Team shall be responsible for advancing the project through the remainder of interagency hydraulic design and interagency permit impacts reviews (equivalent to Concurrence Point 4B and 4C in the Merger Process). The Design-Build Team shall follow the appropriate details in the document titled “Project Coordination Plan for the Triangle Expressway Southeast Extension Project” contained in the Appendix A of the Final Stakeholder Involvement Report (December 2017) incorporated as part of the Final EIS as well as the appropriate details in the Section 404/NEPA Merger Process Information document on the website noted below:

**<https://connect.ncdot.gov/resources/Environmental/EPU/Merger/Pages/default.aspx>**

- 2.1.3. Unless stipulated otherwise in the Technical Proposal, the NCTA will schedule the interagency hydraulic design meeting and interagency permit impacts review meeting with the agencies for March 2024 and June 2024, respectively. The Design-Build Team shall clearly identify in their Technical Proposal what months they would like the NCTA to schedule these meetings. Failure on the part of the Design-Build Team to meet the dates shown in the Technical Proposal shall place all responsibility for delays resulting from missing these dates solely in the hands of the Design-Build Team.
- 2.1.4. Any variations from the NCTA’s proposed design and/or construction methods that nullify any previous agreements or decisions reached between NCTA and the environmental agencies and/or require additional coordination with the environmental agencies shall be the sole responsibility of the Design-Build Team. The NCTA will not allow any contract time extensions associated with this additional coordination.

## **2.2. Limitations on Construction Activities Prior to Environmental Permits**

- 2.2.1. The Design-Build Team shall not begin ground-disturbing activities in jurisdictional areas, including utility relocation, until the environmental permits have been issued (this does not include investigative borings covered under a Nationwide Permit No. 6).
- 2.2.2. The Design-Build Team shall coordinate with the NCTA to determine if a Preconstruction Notification (PCN) is required for the Nationwide Permit No. 6. If a PCN is required, the Design-Build Team shall submit all necessary documents and forms to the NCTA for submittal to the appropriate agencies; and shall not perform any geotechnical investigative work within the jurisdictional resource(s) requiring a PCN prior to obtaining the required approval. If a PCN is not required, the Design-Build Team may proceed with geotechnical investigations inside and outside jurisdictional resources, provided all of the Nationwide Permit No. 6 General Conditions are followed.
- 2.2.3. The Design-Build Team may begin construction activities outside jurisdictional areas prior to obtaining the aforementioned environmental permits (early work) provided that (1) the NCTA has reviewed and accepted the appropriate design submittal(s); (2) the NCTA is notified in writing and provides written approval prior to beginning work; (3) the Environmental Analysis Unit (EAU) and/or the NCTA’s environmental representative concur that such activities are outside jurisdictional resources; and (4) the Design-Build Team installs Safety Fence to delineate all jurisdictional resources located within the right

of way and easements of the proposed early work construction limits. The Safety Fence location and installation shall be reviewed and accepted by the Engineer or NCTA environmental representative prior to beginning work. The Design-Build Team is encouraged to advance as many construction activities as possible outside jurisdictional resources prior to issuance of the environmental permits. The Design-Build Team shall indicate the specific construction activities that will occur outside jurisdictional resources prior to obtaining the environmental permits and their anticipated start date in the Technical Proposal.

- 2.2.4. 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 interagency meetings.
- 2.2.5. The Design-Build Team shall be held accountable for meeting all environmental permit conditions. The Design-Build Team shall be required to staff any personnel necessary to provide permit compliance. Prior to submission of the environmental permits, the Design-Build Team shall submit written documentation to NCTA to demonstrate the Design-Build Team has adequate staff to monitor and ensure environmental permit compliance throughout the construction of the project.

### **2.3. Environmental Permit Application Process**

- 2.3.1. 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 aforementioned interagency hydraulic design review meeting and the interagency permit impacts meeting, and from the project as designed by the Design-Build Team. All permit drawings shall include the stream, wetland, and pond IDs shown in the September 2014 Complete 540 *Waters Report*. Further, it shall be the Design-Build Team's responsibility to provide permit impact sheets (drawings) depicting the design and construction details to the Department as part of the environmental permit application. The aforementioned permit impact sheets shall be reviewed and accepted by the Department prior to the environmental permit application submittal. The Design-Build Team shall be responsible for developing the permit application for all jurisdictional impacts. The environmental permit application shall include all utility relocations required by the project. At a minimum, the environmental permit application shall consist of the following:

- (1) Cover Letter
- (2) NCDOT Mitigation Site debit ledger and/or Division of Mitigation Services Acceptance Letter
- (3) Minutes from the interagency hydraulic design meeting and the interagency permit impacts meeting (equivalent to Concurrence Points 4B and 4C Meetings)
- (4) Stormwater Management Plan
- (5) Permit drawings with and without contours, buffer drawings without contours and, if necessary, utility drawings with and without contours
- (6) Wetland Permit Impact Summary Sheets and Buffer Impact Summary

- Sheets, including excel spreadsheets
  - (7) Half-size Roadway Plans
  - (8) Mitigation Plan (if required by the Design-Build Team's design and/or construction methods)
- 2.3.2. The NCDOT will re-verify and update, as needed, the required environmental data that expires prior to environmental permit issuance. These include, but are not limited to, federally protected species, re-verification of wetland jurisdictional areas, historic and archaeological sites, and 303d (impaired) streams.
- 2.3.3. Excluding the Nationwide Permit No. 6 for geotechnical investigations, the Design-Build Team shall submit one environmental permit modification 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.
- 2.3.4. Direct coordination between the Design-Build Team, the NCTA, Resident Engineer, NCTA's environmental representative, Hydraulics Unit and EAU shall be necessary to ensure proper environmental permit application development. Upon completion of the draft environmental permit application, the Design-Build Team shall concurrently forward the environmental permit application to the above entities for review and approval. The Design-Build Team shall allow 20 working days for the Department to review and approve the draft environmental permit application. After all revisions are complete, the Department will subsequently forward the "complete" environmental permit application to the appropriate environmental agencies.
- 2.3.5. Any temporary construction measures, including de-watering, construction access, etc. shall be addressed in the environmental 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 by the Design-Build Team and reviewed by NCTA and EAU prior to the interagency hydraulic design review meeting and the interagency permit impacts meeting; and resolved with the environmental agencies during the aforementioned meetings.
- 2.3.6. The Design-Build Team shall clearly indicate the location and impacts of haul roads and utility relocations in jurisdictional areas. The Design-Build Team shall also identify all proposed borrow and waste sites. Further, the Design-Build Team shall describe the construction methods for all structures that impact jurisdictional resources. The temporary impact descriptions (haul roads, utility relocations, work bridges, etc.) shall include restoration plans, schedules and disposal plans. The aforementioned information, descriptions and details shall be presented during the interagency hydraulic design review meeting and the interagency permit impacts meeting and be included in the environmental permit application. The Design-Build Team shall also provide an overview of the proposed Pond Drainage and Pond Restoration Plans during the interagency hydraulic design review meeting and the interagency permit impacts meeting.
- 2.3.7. The NCTA hereby commits to ensuring, to the greatest extent practicable, 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. In accordance with the NCDEQ's NCG

010000, all fill material shall be 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.

- 2.3.8. Excluding the initial environmental permit modification, environmental permit modification requests are strongly discouraged and shall only be allowed if the Engineer determines it to be in the best interest of the Department. The Design-Build Team shall not take an iterative approach to hydraulic design issues. Prior to submitting the environmental permit application, the hydraulic design shall be complete and accepted by the Department.
- 2.3.9. The NCTA will not allow any direct contact between the Design-Build Team and representatives of the environmental agencies. No contact between the Design-Build Team and the environmental agencies shall be allowed either by phone, e-mail or in person, without representatives of the NCDOT's EAU - Environment Coordination and Permitting Group (ECAP) or NCTA being present. A representative from the NCTA shall be included on all correspondence.
- 2.3.10. Unless noted otherwise in this RFP, the NCTA will not honor any requests for additional contract time or compensation for any efforts required in order to obtain any environmental permit or environmental permit modification including, but not limited to, public involvement, additional design effort, additional construction effort, and/or additional environmental agency coordination and approvals.

## **2.4. Environmental Permit Timeframe**

- 2.4.1. The Design-Build Team should expect it to take up to seven months to accurately and adequately complete all designs necessary for the environmental permit application and develop the environmental permit application. The Design-Build Team shall assume the environmental agencies will take up to 120 days to review the complete environmental permit application and issue the environmental permits. No requests for additional contract time or compensation will be allowed if the environmental agencies issue the environmental permits within this 120-day period. The NCTA will only consider requests for contract time extensions for the environmental agencies' review if 1) the 120-day period has been exceeded, 2) the delay impacts the project's critical path, and 3) the delay extends work beyond the contract final completion date and/or substantial completion date. If time were granted, it would only be for the number of calendar days the contract final completion date and/or substantial completion date is impacted, as determined by the Engineer's review of the Design-Build Team's Baseline Schedule current on the delay date (Reference *Division One* found elsewhere in this RFP). The 120-day period shall begin on the date the Department submits a fully complete and 100% accurate environmental permit application to the environmental agencies; and does not include the time required for commitment reconciliation or obtaining signatures after the environmental permits are received from the environmental agencies.



### **3. JURISDICTIONAL SAFETY FENCE, FLAGGING AND RED TOP STAKES**

#### **3.1. Jurisdictional Safety Fence Plans**

- 3.1.1. The Design-Build Team shall develop Jurisdictional Safety Fence Plans (JSFP) that show the location of all Safety Fence, flagging, and red top staking that will be used to delineate permitted jurisdictional areas within the project limits. The Safety Fence shall follow the boundary of the identified impact limits (e.g., outermost riparian buffer impact boundary, outermost wetland impact boundary, etc.). The flagging and/or red top stakes shall differentiate the changes in types of impacts (e.g., hand clearing versus mechanized clearing, permanent impact versus temporary impact, etc.) as identified within jurisdictional features of the Permitted Plan Drawings. At a minimum, the JSFP shall consist of the aforementioned Safety Fence, flagging, and red top staking superimposed on the permit and buffer drawings, without contours.
- 3.1.2. The JSFP shall be submitted to NCTA for review and acceptance concurrent with or following the environmental permit application submittal. Once accepted, any revisions to the JSFP shall be reviewed and accepted by NCTA prior to incorporation.

#### **3.2. Installation and Maintenance**

- 3.2.1. The Design-Build Team shall provide, install, and maintain all Safety Fence, flagging, and red top stakes for delineating jurisdictional areas and changes in impact types in accordance with the accepted JSFP. All Safety Fence, flagging, and stakes for delineating jurisdictional areas shall be reviewed and verified by the Engineer or NCTA's environmental representative prior to any ground-disturbing activities within jurisdictional areas, including utility relocations.

### **4. MITIGATION**

#### **4.1. Compensatory Mitigation**

As required by the NEPA Process and the USACE/EPA Section 404(b)(1) Guidelines, to offset potential wetland and stream impacts, NCDOT investigated opportunities for on-site mitigation. Since no suitable sites for on-site mitigation were found within the project limits, the Department will acquire compensatory mitigation for unavoidable impacts to wetlands, streams and riparian buffers due to the R-2829A project construction. The amount of mitigation will be based on the R-2829A preliminary impacts shown in the environmental permits. (Reference Section 1 of this Scope of Work) The Department will rely on both NC Division of Mitigation Services (NCDMS) and private mitigation banks for mitigation of impacts to wetlands and streams. NCDMS will be used for mitigation of impacts to riparian buffers. Post Award, a summary table of private mitigation bank credits to be used for mitigation of impacts to wetlands and streams as well as an acceptance letter from NCDMS denoting the extent of the mitigation being provided by NCDMS will be provided to the Design-Build Team.

## **4.2. Additional Mitigation Responsibilities of the Design-Build Team**

- 4.2.1. Any changes proposed by the Design-Build Team to any design or construction details provided by the Department shall be approved by the NCTA prior to being submitted to the environmental agencies for their approval. Should additional jurisdictional impacts beyond those that are currently permitted for the project result from design revisions that are not required elsewhere in this RFP and/or construction details, suitable compensatory mitigation for wetlands, streams and/or riparian buffers shall be the sole responsibility of the Design-Build Team. Therefore, it is important to note that additional mitigation will have to be approved by the environmental agencies and such approval shall require, at a minimum, the preparation and approval of a Mitigation Plan before environmental permits are approved. To mitigate for these additional jurisdictional impacts, the Design-Build Team shall be responsible for all costs associated with acquiring suitable mitigation. Construction of any on-site mitigation shall be performed by a contractor that has successfully constructed similar on-site mitigation. In the absence of suitable on-site mitigation, the Design-Build Team shall be responsible for acquiring all additional mitigation from the NC Division of Mitigation Services or an approved compensatory mitigation banking source.
- 4.2.2. The Design-Build Team shall analyze all new areas to be impacted that have not been analyzed during the NEPA Process including, but not limited to, borrow sites, waste sites, haul roads and staging areas that are located outside the project right of way. This analysis shall include performing all environmental assessments. These assessments shall require the Design-Build Team to engage the services of a NCDOT prequalified environmental consultant to conduct a full environmental investigation to include, but not be limited to, Federally Listed Threatened and Endangered Species, wetlands, streams, riparian buffers, 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 EAU, from the US 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 and fulfill all other requirements that the environmental agencies impose to obtain the environmental permits. Any contract time extensions 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 NCTA's discretion.

## **5. COMMITMENTS**

### **5.1. General Commitments**

- 5.1.1. The NCTA is committed to incorporating all reasonable and practicable design features to avoid and minimize wetland, streams and riparian buffer impacts, and to provide full compensatory mitigation of all remaining wetland, streams and riparian buffer impacts. Avoidance measures were taken during the planning and NEPA Process and minimization measures were incorporated as part of the preliminary design provided by the Department.

The Design-Build Team shall incorporate these avoidance and minimization features, plus any minimization identified during the interagency hydraulic design review meeting and the interagency permit impacts meeting, into the design and/or construction methods at no additional cost or contract time extension.

- 5.1.2. All work by the Design-Build Team must be accomplished in strict compliance with the plans submitted with the environmental permit application and in compliance with all conditions of the environmental permits issued by the environmental 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 environmental permits and maintain copies of the environmental permits on site during construction.
- 5.1.3. After obtaining the environmental permits but prior to any land disturbing activity within 50-foot of jurisdictional areas, the Engineer will schedule a meeting with NCTA construction, NCTA environmental personnel, Design-Build Team senior management, Design-Build Team project staff, NCTA project staff, NCDOT project staff, consultant engineering/inspection staff, NCDOT Construction Unit, NCDOT Roadside Environmental Unit, NCDEQ Land Quality, US Army Corps of Engineers, and NCDEQ Water Resources to review the approved permit drawings, including details, for compliance and understanding. This meeting may be combined with the Preliminary Construction Meeting noted in the *Erosion and Sediment Control Scope of Work* found elsewhere in this RFP.
- 5.1.4. For ponds to be drained in accordance with the *Roadway Scope of Work* found elsewhere in this RFP, the Design-Build Team shall develop a Pond Drainage Plan and submit to the NCTA and the environmental regulatory agencies for approval to include, but not be limited to, size, past use, and control structure of the pond; classification, buffer requirements and flow of the receiving waters; procedures and rate of water drawdown; sediment control measures; water quality monitoring procedures; and any plant or wildlife species concerns or considerations. This drainage plan shall also address procedures for avoiding the inundation of a receiving body of water with deoxygenated or nutrient rich water resulting in impacts to aquatic life or algae bloom and procedures for maintaining downstream channel stability. Verify if the ponds being drained or ponds downstream and receiving the drainage water are on the NC Dam Safety Inventory List. If such ponds are contained in the NC Dam Safety Inventory List, follow all NC Dam Safety procedures. The Design-Build Team, in consultation with NCDEQ Division of Water Resources, shall also develop and execute a plan for restoration of the drained ponds to create a stabilized stream channel and/or wetland; or fill the pond if the aforementioned environmental agency deems a restoration plan is not feasible. Pond Drainage Plans and Pond Restoration Plans shall be reviewed and accepted by NCTA and the environmental regulatory agencies prior to draining ponds. All pond drainage and restoration costs including, but not limited to, removing the pond muck and filling the ponds, if necessary, shall be included in Design-Build Team's lump sum price bid for the entire project. For non-jurisdictional ponds, the Design-Build Team shall 1) remove all pond muck, 2) fill the pond with suitable material to natural ground, and 3) grade to drain the pond area.

- 5.1.5. 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 included in the planning documents (the approved Complete 540 Draft EIS, the approved Complete 540 Final EIS and the approved Complete 540 Record of Decision), as well as all environmental permits, all interagency meetings and all site visits.

## **5.2. Cultural Resources**

If the Design-Build Team discovers any undocumented historic or archaeological resources while conducting the authorized work, they shall immediately 1) suspend activities in that area, 2) notify a representative from the NCTA, and 3) notify, in writing, the NCDOT Historic Architecture Team Leader and NCDOT Archaeology Team Leader, listed below. Upon receipt of notification, the Department will perform an initial assessment and initiate any required State/Federal coordination. Should the initial resource assessment and agency coordination completed by NCDOT determine that additional NRHP evaluation and/or Section 106 mitigation is necessary, the Design-Build Team shall engage the services of a NCDOT prequalified historic architecture and/or archaeology consultant to conduct further historic architecture and/or archaeology evaluation and/or mitigation.

The inadvertent or accidental discovery of human remains shall be handled in accordance with North Carolina General Statutes 65 and 70. All questions regarding these discoveries shall be addressed to Mary Pope Furr, NCDOT Historic Architecture Team Leader at (919) 707-6068 and Matthew Wilkerson, NCDOT Archaeology Team Leader at (919) 707-6089.

**EROSION AND SEDIMENT CONTROL SCOPE OF WORK**

(5-29-23)

**1. GENERAL AUTHORITY**

The NCTA is operating under the NCDOT's delegated authority with the North Carolina Sedimentation Control Commission. Under this arrangement, the NCDOT Roadside Environmental Unit (REU) has the authority to (1) identify special needs for this project, including the acquisition of additional right-of-way; (2) mandate special details to be included in the design plans or special provisions; (3) conduct on site plan reviews for compliance and require design changes to accommodate field changes; (4) inspect all construction sites including waste and borrow pits and haul roads; and (5) issue violation notifications or cease and desist orders. The NCDOT REU will also retain authority in plan, detail, and special provision review and acceptance.

The NCTA and NCDOT REU will review and accept all Erosion and Sedimentation Control Plans. Clearing & Grubbing and Final Grade Release for Construction (RFC) Erosion Control Plans shall be submitted to all NCTA and 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 versions of the NCDOT *Erosion and Sediment Control Design and Construction Manual* and the North Carolina Department of Environmental Quality (NCDEQ) - *Erosion and Sediment Control Planning and Design Manual* for erosion control design guidelines not addressed in this Scope of Work.

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

**2. EROSION AND SEDIMENTATION CONTROL DESIGN****2.1. Design Process and Requirements****2.1.1. Pre-Submittal Meeting**

- A pre-submittal meeting shall take place between the NCDOT Roadside Environmental Unit Soil & Water Engineering Section, the Design-Build Team, NCTA, and any other pertinent NCDOT personnel before any Erosion and Sedimentation Control Designs are submitted to the NCDOT Roadside Environmental Unit. Erosion and Sedimentation Control Plan submittals shall only be reviewed and accepted by NCDOT Roadside Environmental Unit after the Erosion and Sedimentation Control Pre-Submittal Meeting. The Design-Build Team shall be required to submit a tentative

Erosion and Sedimentation Control Plan submittal schedule at the pre-submittal meeting.

- At a 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 Pre-Submittal Meeting.

#### 2.1.2. Design and Plan Submittals

- All erosion and sediment control design shall be in accordance with North Carolina *Design Standards in Sensitive Watersheds* throughout the project limits.
- All jurisdictional streams and wetlands within the project limits shall be identified as “Environmentally Sensitive Areas” on the Clearing & Grubbing Plans. (Reference the *Environmentally Sensitive Areas* Project Special Provision found elsewhere in this RFP)
- Plan submittals shall include all pertinent design information required for review, such as design calculations, drainage areas, etc.
- Plans shall address any environmental issues raised during the permitting process.
- The NCDOT Roadside Environmental Unit will provide a sample set of Erosion and Sedimentation Control Plans (including any special details or special provisions used by the NCDOT Roadside Environmental Unit) and MicroStation Erosion Control Workspace to the Design-Build Team for reference upon request.
- Temporary access and haul roads, other than public roads, constructed or used in connection with the project shall be considered a part of the project and addressed in the Erosion and Sedimentation Control Plans. Temporary access and haul roads located within the footprint and/or the right of way/easement corridor of the project shall be part of the highway Erosion and Sedimentation Control Plans.
- The Design-Build Team shall allow sufficient time in the proposed schedule to address any comments to the Erosion and Sedimentation Control Plans, as deemed necessary by the NCDOT Roadside Environmental Unit and NCTA.
- Any Erosion Control Design revision made during the construction of the project shall be submitted to NCDOT Roadside Environmental Unit and NCTA. At any time requested by the Engineer or the NCDOT Roadside Environmental Unit, the Design-Build Team shall provide an updated version of the Erosion and Sedimentation Control Plans for distribution to all parties involved in the construction process.
- Once RFC Erosion and Sedimentation Control Plans are issued, any major design change or addition, any change that involves calculations, and any addition, deletion, or relocation of a sediment basin shall be submitted to the NCDOT Roadside Environmental Unit and NCTA 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.
- The Design-Build Team’s erosion and sedimentation control designer shall submit design calculations, for the Department’s review and acceptance, for all modifications

to the Erosion and Sedimentation Control Plans that result in dimension modifications and/or relocations, other than minor shifts to accurately place, to the devices noted below:

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

#### 2.1.3. Water Quality Stormwater Measures

Stormwater controls, both temporary and permanent, intended to serve water quality purposes shall be highlighted on all phases of the Erosion Control and Right of Way Plans in such a way to denote specific attention. Water quality stormwater controls include the level spreader, preformed scour hole, detention basin, swale, forebay, hazardous spill basin, bridge stormwater controls filtration basin, stormwater wetland, filter strip and buffer as well as any other measures included in the most current version of the NCDOT Stormwater Best Management Practices Toolbox or deemed appropriate by the Design-Build Team. Construction and maintenance of water quality stormwater controls shall be completed as specified in the plans so as not to alter the purpose of the design. Any field modifications of these stormwater measures shall require prior approval by the Engineer.

### 2.2. Clearing and Grubbing Phase Plans

2.2.1. Use correct NCDOT symbology.

2.2.2. 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.

2.2.3. Utilize adequate perimeter controls (temporary silt ditches (TSD), temporary silt fence (TSF), etc.).

2.2.4. Clean Water Diversions (CWD) shall not be used to divert offsite runoff through the project construction limits.

2.2.5. Utilize skimmer basins and rock measures with sediment control stone (Temporary Rock Sediment Dam Type 'B' (TRSD-B), Temporary Rock Silt Check Type 'A' (TRSC-A), etc.) at drainage outlets.

2.2.6. Account for topography and show existing contour lines on Clearing & Grubbing Plans.

- 2.2.7. Utilize Temporary Rock Silt Checks Type 'B' (TRSC-B) or wattles to reduce velocity in existing ditches with spacing of 250 feet divided by percentage of ditch grade. Also utilize TRSC-B's in proposed TSD's and temporary diversions (TD).
- 2.2.8. Protect existing streams; do not place erosion control devices in live streams unless permitted by the NC Division of Water Resources 401 Certification and the US Army Corps of Engineers 404 Permit.
- 2.2.9. Sediment basins shall be sized to provide adequate silt storage for 3600 cubic feet per disturbed acre with surface area equal to 435 square feet per cubic foot per second (cfs) of the peak inflow rate, Q25, using 25-year peak rainfall data (NCDEQ - *Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service website <http://dipper.nws.noaa.gov/hdsc/pfds/> for partial duration (ARI) time series type). A Sediment Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit upon request.
- 2.2.10. Skimmer Basins shall be sized to 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, Q25, using the 25-year peak rainfall data (NCDEQ - *Erosion and Sediment Control Planning and Design Manual* or NOAA's National Weather Service website <http://dipper.nws.noaa.gov/hdsc/pfds/> for partial duration (ARI) time series type). Skimmer Basins shall be designed to dewater in two to three days. A Skimmer Basin Designer Spreadsheet will be provided by the NCDOT Roadside Environmental Unit upon request.
- 2.2.11. Design Riser Basins to the following standards:
- Surface Area shall be determined by Equation A (sq. feet) = Q25 (cfs) \* 435.
  - Volume requirement shall be 1800 cubic feet per disturbed acre draining to the riser basin.
  - Riser Pipe shall have a cross-sectional area 1.5 times that of the barrel pipe.
  - The riser pipe shall be non-perforated with a skimmer attached to the bottom of the pipe, one foot from the bottom of the basin.
  - See NCDEQ - *Erosion and Sediment Control Planning and Design Manual* for additional design criteria.
- 2.2.12. The minimum and maximum length to width ratio of all Sediment Basins shall be 2:1 and 6:1, respectively.
- 2.2.13. Coir Fiber Baffles shall be installed in all silt basins and sediment dams at drainage outlets. For silt basins with a 20-foot or longer length, three Coir Fiber Baffles shall be installed with a spacing of 1/4 the basin length. For silt basins with a length less than 20 feet, a minimum of two Coir Fiber Baffles shall be installed, with a spacing of 1/3 the basin length. The Design-Build Team will not be required to show the individual baffles on the Erosion Control Plans but shall be required to incorporate the Coir Fiber Baffle Detail on the Erosion Control Plans.



- 2.2.14. Utilize temporary diversions or “water bars” to direct construction stormwater runoff from the exposed grade to direct flow to designated erosion and sediment control basins or other erosion and sediment control measures and to minimize runoff flowing down the exposed grade.
- 2.2.15. Include any culvert and/or pipe construction sequence plan sheets in the Clearing & Grubbing Plans; all pipes 48 inches or larger, or any combination of pipes that total 48 inches or more carrying jurisdictional waters shall require a construction sequence. Prior to installation of pipes smaller than 48 inches in jurisdictional streams, the Design-Build Team shall submit a phasing plan for managing the watercourse to the Resident Engineer for review and acceptance. The phasing plan shall be in accordance with the NCDOT *Best Management Practices for Construction and Maintenance Activities*.
- 2.2.16. During construction, provide temporary sediment basins that dewater from the surface at all permanent stormwater devices.
- 2.2.17. Utilize Excelsior/Coir Fiber Wattles with Polyacrylamide (PAM) and/or TRSC-As with Matting and PAM in temporary and permanent, existing and proposed ditches per NCDOT *Erosion and Sediment Control Design and Construction Manual* in areas where sediment basins are not feasible at drainage outlets and in areas where sediment basins at drainage outlets with sediment traps (i.e. PIST-A, RIST-A, etc.), cannot be properly sized to surface area and/or sediment storage requirements due to safety concerns, right of way restrictions, utility conflicts, or other construction limitations approved by the NCDOT Roadside Environmental Unit.
- 2.2.18. Place a device utilizing PAM at all sediment basin inlets.
- 2.2.19. At a maximum spacing of 200 feet, and as directed, utilize Special Sediment Control Fence drainage breaks in silt fence.
- 2.2.20. Do not place erosion control devices that require excavation (i.e. sediment basins, silt ditches, etc.) in wetlands.
- 2.2.21. Within the entire project limits, provide disturbed and undisturbed drainage areas in MicroStation Format.
- 2.2.22. For all drainage outlets where the runoff cannot be treated with a sediment basin and/or the sediment basin cannot be constructed to the required sediment storage or surface area requirements, provide a written explanation.
- 2.2.23. Excluding perimeter Sediment Basins that will function only during Clearing and Grubbing operations, all perimeter Sediment Basins shall be placed outside of fill slopes.

### **2.3. Final Grade Phase Plans**

In addition to the requirements of Section 2.2, the Final Grade Phase Plans shall:

- 2.3.1. Utilize temporary slope drains and earth berms at top of fill slopes eight feet or higher and a fill slope steeper than 4:1, or where there are superelevations above 0.04 and fills are greater than five feet. Maximum slope drain spacing shall be 200 feet.
- 2.3.2. Utilize a rock energy dissipater at the outlet of all slope drains.

- 2.3.3. Devices at all drainage turnouts shall utilize skimmer or sediment control stone (TRSD-B, TRSC-A, etc.) and a spillway with an adequately designed base length to distribute outflow.
- 2.3.4. In accordance with the requirements below, install erosion control in all ditch lines including, but not limited to, temporary ditch lines (TDs) utilized to divert offsite runoff around construction areas:
- Install straw matting in all ditch lines where the velocity is greater than 2.0 feet/sec, and the shear stress is 1.15 psf or less.
  - Install excelsior matting in all ditch lines with a shear stress above 1.15 psf, but not greater than 2.55 psf.
  - Excluding locations where Rip Rap is not allowed (e.g. clear recovery zone, etc.), install Permanent Soil Reinforcement Mat or Rip Rap in all ditch lines with a shear stress greater than 2.55 psf.
  - At locations where Rip Rap is not allowed, install Permanent Soil Reinforcement Mat in all ditch lines with a shear stress greater than 2.55 psf.
- 2.3.5. Unless otherwise approved by the Roadside Environmental Field Operations Engineer, provide matting for erosion control on all slopes (cut and fill) that are steeper than 4:1 and a height of eight feet or greater.
- 2.3.6. Along all slopes (cut and fill) that are 30 feet or higher, place parallel rows of minimum 12-inch Excelsior Wattles at a spacing height of 20 feet.
- 2.3.7. Install matting for erosion control on all disturbed slopes within 25-feet of jurisdictional areas regardless of height or slope. Rolled erosion control products used within wetlands or riparian areas shall be non-poly mesh nettings.

## **2.4. Intermediate Phase**

Intermediate Erosion Control Plans shall be required for transition areas where erosion and sediment control measures discharging runoff are contained within the footprint of the project in the RFC Clearing & Grubbing Erosion Control Plans and runoff cannot be directed to erosion and sediment control devices designed for the RFC Final Grade Erosion Control Plans. Intermediate Phase Erosion and Sediment Control Plans shall also be required for 1) plan modifications, including all detours where construction stormwater is not captured in the Erosion Control Plans and/or 2) where site conditions require additional erosion control design or design revisions to the RFC Clearing and Grubbing and/or RFC Final Grade Erosion Control Plans to address deficiencies of performance. 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 2.3, "Final Grade Phase Plans" above.

## **3. DETAIL SHEETS, TITLE SHEETS AND SPECIAL PROVISIONS**

### **3.1. Detail Sheets and Notes**

- 3.1.1. Provide project specific special notes and details including, but not limited to, skimmer basin, coir fiber wattle with Polyacrylamide (PAM), etc.

- 3.1.2. Provide matting summary sheet(s): matting for erosion control, permanent soil reinforcement mat, and coir fiber mat.
- 3.1.3. Provide reforestation sheet(s): regular, wetland, streambank and/or buffer showing appropriate species.

### **3.2. Title Sheet**

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

### **3.3. Special Provisions**

- 3.3.1. Erosion Control Special Provisions are available at the following website:  
**<https://connect.ncdot.gov/resources/roadside/Pages/Soil-Water.aspx>**
- 3.3.2. 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.
- 3.3.3. *Erosion & Sediment Control/Stormwater Certification* Project Special Provision found elsewhere in this RFP.

## **4. CONSTRUCTION REQUIREMENTS**

### **4.1. General**

- 4.1.1. The Design-Build Team shall comply with the North Carolina Administrative Code *Title 15A Environmental Quality* Chapter 4, Sedimentation Control.
- 4.1.2. An accepted Erosion and Sedimentation Control Plan shall not exempt the Design-Build Team from making every effort to contain sediment onsite. As directed by the Engineer, sediment losses shall be recovered and associated damages repaired.
- 4.1.3. Whenever the Engineer determines that significant erosion and sedimentation continues despite the installation of approved protective practices, the Design-Build Team shall be required to, and shall, take additional protective action to maintain environmental compliance.

### **4.2. Preliminary Construction Meeting**

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

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

#### **4.3. Construction Meetings**

- 4.3.1. Once construction begins, the NCTA will schedule monthly meetings to review the erosion control status. All parties listed above for the Preliminary Construction Meeting shall participate in these monthly construction meetings.
- 4.3.2. During the construction meetings, the erosion control efforts/issues to date will be reviewed and discussed. Additionally, the upcoming construction phases will be reviewed to identify potential erosion control issues. After the construction meeting, a project review may occur, at the direction of the Engineer, to identify site specific issues and identify solutions. The Design-Build Team shall be responsible for all actions, corrections and/or resolutions resulting from the construction meetings and/or subsequent site visits.
- 4.3.3. The NCTA senior management will discuss issues that are repeatedly identified on inspection reports and/or discussed during the construction meetings with the Design-Build Team's senior management.
- 4.3.4. If project activities do not change the erosion control status/conditions, the NCTA may elect to change the construction meeting frequency or cancel a meeting.

#### **4.4. Inspection and Certification**

- 4.4.1. Erosion & Sediment Control/Stormwater Certification shall be required according to the Project Special Provision found elsewhere in this RFP.
- 4.4.2. The Design-Build Team shall maintain adequate certified staff to perform required NPDES self-inspections of erosion and sediment control devices in accordance with the timeframes specified within NCG-010000 General Construction Permit. In the Technical Proposal, the Design-Build Team shall describe how they will maintain adequate certified staff to perform required NPDES self-inspections of erosion and sediment control devices in accordance with the timeframes specified within NCG-010000 General Construction Permit.
- 4.4.3. The Design-Build Team shall verify boundaries of jurisdictional areas in the field and delineate with Safety Fence or flagging. For guidance on Safety Fence and flagging in jurisdictional areas, see:

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

The location and installation of all Safety Fence and flagging shall be reviewed and accepted by the Engineer prior to installation of any erosion control devices. The Safety Fence required at permitted sites may be used to satisfy the aforementioned requirement to delineate jurisdictional areas. (Reference the *Environmental Permits Scope of Work* found elsewhere in this RFP)

- 4.4.4. Immediately after the clearing and grubbing erosion control measures have been installed for the entire project, or for individual sections if the Design-Build Team has divided the

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

#### **4.5. Reclamation Plan**

- 4.5.1. Borrow or waste areas that are part of the project shall require a separate Reclamation Plan, unless the borrow or waste activity is regulated under the *Mining Act of 1971*, or is a landfill regulated by the NCDEQ - Division of Waste Management (DWM). For newly created borrow pit(s) that require dewatering, Borrow Pit(s) Dewatering Basins shall be required and shall be in accordance with the applicable special provisions available at the website noted in Section 3.3 above. The Design-Build Team shall submit the location and permit number for waste/borrow sites covered by the Mining Act or regulated by the NCDEQ - DWM concurrently to the Design-Build Unit and the Resident Engineer. For Reclamation Procedures, see:

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

- 4.5.2. Temporary access and haul roads associated with borrow pits and staging areas shall be included in the Reclamation Plan.

#### **4.6. Miscellaneous Construction Requirements**

- 4.6.1. The Design-Build Team shall maintain adequate qualified staff, equipment and materials to perform maintenance of erosion control devices. For actions identified as priority (urgent) during NPDES inspections, the Design-Build Team shall perform maintenance within 24 hours. For routine maintenance actions identified during NPDES inspections, the Design-Build Team shall perform maintenance within 5 days. The Design-Build Team shall provide, redirect and/or provide additional staff and equipment, as necessary, to ensure maintenance activities are completed within the aforementioned time frames.

- 4.6.2. At a minimum, the Design-Build Team shall install Floating Turbidity Curtain at ponds (excluding ponds to be drained), lakes, and other standing water bodies, both jurisdictional and non-jurisdictional, where 1) construction activities create surface fill impacts 2) or sufficient erosion and sediment control devices cannot be installed to contain sediment and/or turbidity impacts.
- 4.6.3. To contain concrete waste water and associated concrete mix from washing out ready-mix trucks, drums, pumps, or other equipment, provide Concrete Washout Structures at egress points. Concrete Washout Structures must collect and retain all concrete waste water and solids so that this material does not migrate to surface waters or into the ground water. The Concrete Washout Structures are not intended for concrete waste not associated with washout operations. The Concrete Washout Structures may include devices above or below ground and/or commercially available devices designed specifically to capture concrete waste water. Concrete Washout Structure options may be found in the special provision, available at the website noted in Section 3.3 above. For construction details of an above grade and below grade Concrete Washout Structure, reference the website noted below:

**<https://connect.ncdot.gov/resources/roadside/SoilWaterDocuments/ConcreteWashoutStructuredetail.pdf>**

- 4.6.4. 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).
- 4.6.5. 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 or stone outlets may be provided.
- 4.6.6. In accordance with the requirements noted herein, the Design-Build Team shall be responsible for erosion control design, erosion control plans, erosion control plan implementation and maintenance of erosion control measures for all utility installation and relocation work performed by the Design-Build Team. To ensure that the Design-Build Team's erosion control designs, plan implementation and/or maintenance of erosion control measures do not conflict with the erosion control design, plan implementation and/or maintenance of erosion control measures for utility installation and/or relocation work performed by others, the Design-Build Team shall coordinate with the utility companies performing Utilities by Others (UBO) work.
- 4.6.7. The Design-Build Team shall conduct monthly litter pick-up and disposal of construction and non-construction waste within the project limits visible to the public including, but not limited to, -Y- Lines, residential areas, business areas, and recreational areas. The Design-Build Team shall conduct litter pick-up and disposal of construction and non-construction waste within all other areas of the project limits prior to any mowing operations and as directed by the Engineer. Disposal of these waste materials shall be in accordance with local and state regulations.

The Design-Build Team shall report online the number of bags of litter and any recycling on the NCDOT Litter Management Website on the date of the pickup at the following website:

**<https://apps.ncdot.gov/LM>**

An access code ('Pickup Key') for the online reporting portal may be obtained via emailing the Roadside Environmental Unit Litter Management Section at [ncdot.clr@ncdot.gov](mailto:ncdot.clr@ncdot.gov). The Design-Build Team shall request access to the litter removal reporting website prior to starting initial litter collection operations.

## **5. VEGETATION MANAGEMENT AND GROUND COVER REQUIREMENTS**

### **5.1. Vegetation Management**

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

- i. Anticipated schedule for initiation of land disturbing activities with tentative dates for completion of subdivided areas,
- ii. Anticipated schedule for initiating work in areas designated as ESAs detailing tentative times of completion,
- iii. Anticipated schedule of temporary groundcover with timeframes noting expected completion dates in accordance with NCG-01000 for the areas noted in (i) and (ii),
- iv. Anticipated dates of completion of permanent groundcover for areas noted in (i) and (ii) to obtain the required 80% permanent vegetation as defined in the NCG-01000 as well as provisions for the early establishment of grasses/vegetation, in accordance with the *Permanent Vegetation Establishment* Project Special Provision found elsewhere in this RFP and any enhancement areas required by permit or commitment by the project final completion date,
- v. Procedure for identifying areas of deficient vegetation establishment and details and dates of when corrective actions were taken to remedy the deficiencies; collaborate with NCTA to develop a prioritized seeding needs list with an emphasis on ESAs,
- vi. Details and anticipated schedule for fertilizer topdressing,
- vii. Details for means and methods for supplemental seeding, mowing and repair seeding,
- viii. Non-commercial borrow and waste sites obtained under NCDOT's Reclamation Plan Agreement shall be included in the Vegetation Management Procedure once acquired. Include tentative schedule of land-disturbing activities and temporary and permanent stabilization,

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

All portions of the Vegetation Management Procedure shall be closely coordinated with the grading and hauling operations. Variances to the accepted Vegetation Management Procedure shall be submitted to and accepted by the Engineer prior to implementation. The Design-Build Team shall provide an in-depth overview of the Vegetation Management Procedure in the Technical Proposal.

Guidance for development of the Vegetation Management Procedure may be found at:

**<https://connect.ncdot.gov/resources/roadside/SoilWaterDocuments/Vegetation%20Plan%20Management%20Guidance%20Document.docx>**

- 5.1.2. Permanent seeding and mulching shall be done in stages on cut and fill slopes that are greater than 20 feet in height measured along the slope.
- 5.1.3. All hydraulically applied materials shall be mixed on-site in the presence of the Engineer prior to application. Water used for hydraulically applied materials shall not be sourced directly from jurisdictional surface waters.

## **5.2. Ground Cover Stabilization Requirements - NCG010000 (7 - 14 Days)**

- 5.2.1. Ground cover stabilization shall comply with the timeframe guidelines specified by the North Carolina Department of Environmental Quality, Division of Water Resources NCG-010000 General Construction Permit. Excluding the slopes noted below, temporary and permanent ground cover stabilization shall be provided within seven calendar days from the last land-disturbing activity. The Design-Build Team shall label all slopes subject to the seven-day ground cover stabilization requirements on all Erosion and Sedimentation Control Plans submitted to the Department for review and acceptance.
- 5.2.2. For the slopes noted below, temporary and/or permanent ground cover stabilization shall be provided within 14 calendar days from the last land-disturbing activity:
- Slopes between 2:1 and 3:1, with a slope length of ten feet or less
  - Slopes 3:1 or flatter, with a slope length of 50 feet or less
  - Slopes 4:1 or flatter
- 5.2.3. Temporary and/or permanent ground cover stabilization shall be provided in accordance with the provisions in this RFP, the Vegetation Management Procedure developed by the Design-Build Team and the NCG-010000 General Construction Permit.

## **5.3. Additional Ground Cover Stabilization Requirements**

- 5.3.1. Once the Design-Build Team identifies the area for stabilization due to inactivity, the Design-Build Team shall obtain concurrence from the Engineer and adhere to the following options based on the estimated amount of time the area will remain inactive. If the area stabilized exceeds the estimated timeframe, the Design-Build Team shall implement the next level of stabilization as directed by the Engineer. All application rates noted below are in pounds per acre.



**5.3.2. Short Term Stabilization - For Environmentally Sensitive Areas that will remain inactive for up to 7 days and other areas that will remain inactive for up to 21 days**

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

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

- Erodible areas shall be stabilized utilizing the following stabilization protocol:

**March 1 - August 31**

50# German or Browntop Millet  
500# Fertilizer  
4000# Limestone

**September 1 - February 28**

50# Rye Grain or Wheat  
500# Fertilizer  
4000# Limestone

- At the Engineer's sole discretion, the use of limestone may be eliminated for Mid-Term (temporary) seeding. The Design-Build Team shall consult with, and obtain written approval from, the NCDOT Roadside Environmental Unit prior to eliminating limestone.
- Upon obtaining written approval from the Engineer, the Design-Build Team may use wood mulch and/or ground clearing and grubbing debris as an option for Mid-Term Stabilization. If approved, the aforementioned mulch and/or debris shall be installed at a thickness that prevents erosion.

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

- Erodible areas shall be stabilized utilizing the following stabilization protocol:

**All Roadway Areas**

**March 1 – August 31**

10# Centipede \*  
50# Tall Fescue Cultivars \*\*  
25# Bermudagrass (hulled)  
500# Fertilizer  
4000# Limestone

**September 1 – February 28**

10# Centipede \*  
50# Tall Fescue Cultivars \*\*  
35# Bermudagrass (unhulled)  
500# Fertilizer  
4000# Limestone

\* On cut and fill slopes 2:1 or steeper, the Design-Build Team shall apply centipede at a rate of five pounds per acre.

### Riparian and Wetland Locations

#### March 1 – August 31

18# Creeping Red Fescue Cultivars \*\*\*

6# Indiangrass

8# Little Bluestem

4# Switchgrass

25# Browntop Millet

500# Fertilizer<sup>1</sup>

4000# Limestone<sup>1</sup>

#### September 1 – February 28

18# Creeping Red Fescue  
Cultivars \*\*\*

6# Indiangrass

8# Little Bluestem

4# Switchgrass

35# Rye Grain

500# Fertilizer<sup>1</sup>

4000# Limestone<sup>1</sup>

<sup>1</sup>Fertilizer and limestone applications within wetlands and riparian areas may be reduced or omitted at the discretion of the Engineer.

### Waste and Borrow Areas

#### 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

06 Dust	Escalade	Justice	Serengeti
2 <sup>nd</sup> Millennium	Essential	Kalahari	Shelby
3 <sup>rd</sup> Millennium	Evergreen 2	Kitty Hawk 2000	Sheridan
Apache III	Falcon IV	Legitimate	Signia
Avenger	Falcon NG	Lexington	Silver Hawk
Barlexas	Falcon V	LSD	Sliverstar
Barlexas II	Faith	Magellan	Shenandoah Elite
Bar Fa	Fat Cat	Matador	Sidewinder
Barrera	Festnova	Millennium SRP	Skyline
Barrington	Fidelity	Monet	Solara
Barrobusto	Finelawn Elite	Mustang 4	Southern Choice II
Barvado	Finelawn Xpress	Ninja 2	Speedway
Biltmore	Finesse II	Ol' Glory	Spyder LS
Bingo	Firebird	Olympic Gold	Sunset Gold
Bizem	Firecracker LS	Padre	Taccoa
Blackwatch	Firenza	Patagonia	Tanzania
Blade Runner II	Five Point	Pedigree	Trio
Bonsai	Focus	Picasso	Tahoe II
Braveheart	Forte	Piedmont	Talladega

Bravo	Garrison	Plantation	Tarheel
Bullseye	Gazelle II	Proseeds 5301	Terrano
Cannavaro	Gold Medallion	Prospect	Titan Ltd
Catalyst	Grande 3	Pure Gold	Titanium LS
Cayenne	Greenbrooks	Quest	Tracer
Cessane Rz	Greenkeeper	Raptor II	Traverse SRP
Chipper	Gremlin	Rebel Exeda	Tulsa Time
Cochise IV	Greystone	Rebel Sentry	Turbo
Constitution	Guardian 21	Rebel IV	Turbo RZ
Corgi	Guardian 41	Regiment II	Tuxedo RZ
Corona	Hemi	Regenerate	Ultimate
Coyote	Honky Tonk	Rendition	Venture
Darlington	Hot Rod	Rhambler 2 SRP	Umbrella
Davinci	Hunter	Rembrandt	Van Gogh
Desire	Inferno	Reunion	Watchdog
Dominion	Innovator	Riverside	Wolfpack II
Dynamic	Integrity	RNP	Xtremegreen
Dynasty	Jaguar 3	Rocket	
Endeavor	Jamboree	Scorpion	

### \*\*\* Approved Creeping Red Fescue Cultivars

Aberdeen                      Boreal                      Epic                      Cindy Lou

- From January 1 – December 31, the Design-Build Team shall apply an additional 20# of Sericea Lespedeza on cut and fill slopes 2:1 or steeper.
- Fertilizer shall be 10-20-20 analysis or a different analysis that provides a 1-2-2 ratio applied at a rate that provides the same amount of plant food as a 10-20-20 analysis and as directed by the Engineer.

#### 5.4. Soil Analysis

- 5.4.1. For borrow source material used to construct shoulders and plate slopes, the Design-Build Team shall take soil samples for lab analysis prior to placement and apply soil amendments, at rates necessary to correct the deficiency and establish vegetation.
- 5.4.2. If vegetation establishment indicates a deficiency in soil nutrients or an incurred pH level is present, the Design-Build Team shall take soil samples for lab analysis and apply additional soil amendments to the affected areas, at rates necessary to correct the deficiency, or as directed by the Engineer.

#### 5.5. Fertilizer Topdressing

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

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

## **5.6. Supplemental Seeding**

- 5.6.1. For all supplemental seeding, the kinds of seed and proportions shall be the same as specified above for *Long Term Stabilization*. The rate of application for supplemental seeding shall be between 25# to 75# per acre. Prior to topdressing, the Design-Build Team shall determine the actual rate per acre for supplemental seeding and submit the supplemental seeding rate and areas to the Department for review and acceptance.
- 5.6.2. 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.

## **5.7. Mowing**

- 5.7.1. The Design-Build Team shall, at a minimum, mow areas within the project limits that are visible to the public including, but not limited to, -Y- Lines, residential areas, business areas, and recreational areas within 14 calendar days prior to the Memorial Day, Independence Day, Labor Day, and Veterans Day holidays, and as directed by the Engineer. The Design-Build Team shall conduct an additional project mowing of the entire project prior to final acceptance, as directed by the Engineer.
- 5.7.2. The minimum mowing height shall be four inches.

## **6. EROSION CONTROL DAMAGES**

### **6.1. Damages**

- 6.1.1. 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 2018 NCDOT *Standard Specifications for Roads and Structures*.
- 6.1.2. The Design-Build Team shall take all reasonable precautions to comply with all regulations of all authorities having jurisdiction over public and private land governing the protection of erosion and sedimentation. Any fines, remediation required or charges levied against the Department for failing to comply with all rules and regulations concerning erosion and sediment control, due to the Design-Build Team's negligence, carelessness, or failure to implement the Erosion and Sedimentation Control Plans and Specifications; or failure to maintain an approved Storm Water Pollution Prevention Plan (SWPPP), regardless of absence of neglect, shall be deducted from monies due the Design-Build Team. In addition to said fines, remediation required, or charges levied, any associated engineering costs or actions taken by the Department in order for the Department to comply with rules and regulations, as a result of the Design-Build Team's negligence, carelessness, or failure to

implement the Erosion and Sedimentation Control Plans and Specifications; and/or the SWPPP, regardless of absence of neglect, shall be deducted from the monies due to the Design-Build Team.

**GEOENVIRONMENTAL SCOPE OF WORK**

(2-27-23)

**1 DEFINITION**

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

**2 DESCRIPTION OF WORK****2.1 Sites of Concern**

- 2.1.1 Sites of concern are identified in the June 17, 2014 *GeoEnvironmental Report for Planning Revision 2*. After submittal of the Right of Way/60% Roadway Plans developed by the Design-Build Team, the Design-Build Team shall hold a right of way consultation with the Department's GeoEnvironmental staff, Turnpike Authority, and key Design-Build team members.
- 2.1.2 Sites of concern that are noted in the June 17, 2014 *GeoEnvironmental Report for Planning Revision 2*, and any other sites identified during the right of way consultation with the Design-Build Team, will be investigated by the Department. The Department will require 90 days from the date of the aforementioned consultation to investigate and provide Right of Way Recommendations. The Right of Way Recommendations shall be completed prior to the Design-Build Team making offers to purchase the right of way on these sites of concern.
- 2.1.3 The Design-Build Team shall notify the NCTA, in writing, of any underground storage tanks (USTs) containing petroleum, chemicals, or heating oil tanks discovered during property appraisals. The Department will require 90 days from the date of written notification to investigate and provide GeoEnvironmental Right of Way Recommendations. The Right of Way Recommendations shall be completed prior to the Design-Build Team making offers to purchase the right of way on sites containing USTs.
- 2.1.4 The Design-Build Team shall adhere to all Right of Way Unit procedures regarding the acquisition of contaminated property and all Right of Way Recommendations provided by the Department (Reference the *Right of Way Scope of Work* found elsewhere in this RFP). After the parcels with identified contamination and/or underground storage tanks (USTs) are acquired and cleared of all above ground structures, the Department will 1) remove from the right of way USTs identified in the R-2829A *GeoEnvironmental Right of Way Recommendations* and discovered during the property appraisals, and 2) remove all associated contaminated soil anticipated to require excavation to complete the project. If any contaminated soil anticipated to require excavation to complete the project is located in an area only accessible after construction activities have occurred (e.g. beneath an existing operational interchange ramp to be relocated), the Department will remove the

contaminated soil following completion of the necessary construction activities. The Department will remove the aforementioned USTs and contaminated soil within 60 days of written notification that the Design-Build Team has 1) removed all the above-ground structures or 2) completed the necessary construction activities. All contaminated soil not required for removal to complete the project shall be left in place and undisturbed.

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

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

### **3 UNKNOWN CONTAMINATED SITES**

The Design-Build Team shall immediately notify the Department if the Design-Build Team's operations encounter or expose any abnormal condition that may indicate the presence of a hazardous, contaminated, and/or toxic material not previously identified. If the Engineer elects to have the Design-Build Team remove and dispose of contaminated material, the removal and disposal of this material shall be performed as extra work in accordance with Article 107-25 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.

### **4 INFORMATION PROVIDED BY NCDOT**

- *GeoEnvironmental Report for Planning Revision 2*, June 17, 2014
- Microstation GeoEnvironmental File *R2721\_R2828\_R2829\_Geo\_env.dgn*

**GEOTECHNICAL ENGINEERING SCOPE OF WORK**

(5-15-23)

**1. GENERAL****1.1. Private Firm Requirements**

- 1.1.1. Obtain the services of a firm prequalified for geotechnical work by the NCDOT Geotechnical Engineering Unit. A list of prequalified firms and the Discipline Code requirements can be found at the websites noted below:

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

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

- 1.1.2. The prequalified geotechnical firm shall use the personnel and office location(s) that were submitted to the Department for their latest prequalification approval.
- 1.1.3. The prequalified geotechnical firm shall prepare foundation design recommendation reports for use in designing structure foundations, roadway foundations, retaining walls, sound barrier foundations, overhead sign structure foundations, and temporary structures.
- 1.1.4. The Engineer of Record who prepares the foundation design recommendation reports shall be a Professional Engineer registered in the State of North Carolina who has completed a minimum of three geotechnical design projects of scope and complexity similar to that anticipated for this project using the load and resistance factor design (LRFD) method and in accordance with the latest edition of the AASHTO *LRFD Bridge Design Specification*.
- 1.1.5. 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 NCTA 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*. Multi-use paths and greenways shall be considered a roadway when performing subsurface investigation and laboratory testing. Submit additional information collected by the Design-Build Team to the NCDOT Geotechnical Engineering Unit, via the NCTA, for review and acceptance. The Design-Build Team shall provide the final Subsurface Investigation report in electronic and hardcopy format to the NCTA for its records.

**1.2. Borings**

- 1.2.1. A minimum of 2 standard penetration test (SPT)/rock core borings shall be required per bent for all bent lengths of 50 feet or less. Additional SPT/rock core borings shall be required across the roadway typical section for each bent more than 50 feet long and the



borings shall be spaced no greater than 50 feet apart. All borings for pile-supported bents shall be located within 25 feet of the centerline of each bent location to be counted for these minimum requirements. All driven piles shall be located within 75 feet of an SPT/rock core boring. All borings for bents with spread footing or drilled pier foundations shall be performed at opposite ends of each bent, but no greater than 50-foot spacing along the bent line as required by bent length noted above, to be counted for these minimum requirements. All drilled piers and other types of bridge foundations shall be located within 25 feet of a SPT/rock core boring. For structure sites with multiple bridges, borings may be performed between bridges along the bent projection provided the distance between any two borings does not exceed 50 feet.

- 1.2.2. The Design-Build Team shall extend all borings to a depth of 15 feet or four foundation element diameters, whichever is greater, below the foundation element to show a complete subsurface profile. 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 NCTA is adequate for design purposes and the justification is acceptable to the Department. Any deviations to the requirements noted above shall require acceptance from the NCDOT Geotechnical Engineering Unit prior to the foundation design submittal.
- 1.2.3. The maximum spacing between borings for retaining walls and sound barrier walls shall be 100 feet, with a minimum of two borings; one at each end of the wall. Drill borings for retaining walls a minimum depth below the bottom of the wall equal to twice the maximum wall height. Boring depths for sound barrier walls shall be to a minimum depth below the bottom of the wall equal to the maximum wall height or to SPT refusal.

### **1.3. Triassic Rock**

Borrow material or unclassified excavation containing Triassic soil or Triassic rock (weathered and non-crystalline) shall not be used on the project for any purpose and shall not be wasted within the NCDOT right of way and/or property.

## **2. BRIDGE AND ROADWAY FOUNDATIONS**

### **2.1. Principle Standards**

- 2.1.1. Unless noted otherwise herein, the Design-Build Team shall design foundations (except for sign foundations), embankments, slopes, retaining walls, and sound barrier walls 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 *Structures Management Unit Manual* and NCDOT *Roadway Design Manual*. The NCDOT *LRFD Driven Pile Foundation Design Policy* is located on the NCDOT Geotechnical Engineering Unit's website at:

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

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

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

## **2.2. Structure Foundations**

- 2.2.1. At grade crossings, key spread footings at least 12 inches into weathered rock. At stream crossings, key footings full depth into crystalline rock and provide scour protection in accordance with scour protection detail in the NCDOT *Structures Management Unit Manual*. Do not use spread footings on soil or on top of MSE wall backfill.
- 2.2.2. Permanent steel casings shall be required for drilled piers that are constructed in six inches or more of water. Permanent steel casings shall also be required for drilled piers constructed on stream banks and within 10 feet of the tops of stream banks.
- 2.2.3. Design scour elevations shall be computed in accordance with the November 30, 2022 *Design Scour Elevation - Revised Policy*, which can be found at the NCDOT Geotechnical Engineering Unit's website.
- 2.2.4. Excluding railroad crossings, all 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 up to 35 feet in height at railroad crossings shall be 2:1 or flatter unless otherwise approved by Norfolk Southern Railway, the North Carolina Railroad, and NCDOT. All 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.
- 2.2.5. Analyze drilled pier and pile bent foundations using either LPILE or FB-MultiPier. Design drilled piers and vertical piles in pile bents with a sufficient embedment in soil and/or rock to achieve "fixity".
- 2.2.6. In accordance with Section 7.3.6 of FHWA Publication No. FHWA-NHI-16-009 (Geotechnical Engineering Circular No. 12) dated July 2016, compute and mitigate downdrag loads on piles.
- 2.2.7. For box culverts, the Design-Build Team shall submit details for undercut of unsuitable material or recommendations for use of more than one foot of conditioning material to the NCDOT Geotechnical Engineering Unit, via NCTA, for review and acceptance.
- 2.2.8. Installation of concrete cylinder piles for bridge foundations shall adhere to the following requirements:
- Excluding the last five feet to be driven, if hammer blows exceed 120 blows per foot, the Design-Build Team shall stop driving the pile and 1) remove the soil plug in the pile to an elevation three feet above the pile toe/tip and/or 2) perform spudding inside the concrete cylinder pile with a closed ended steel pipe pile having a minimum wall

thickness of one inch. After the plug has been removed and/or spudding has been performed, the Design-Build Team may continue driving the pile.

- The last five feet of the cylinder pile shall be driven with no disturbance to the soil plug.
- The material removed from inside the cylinder pile shall be contained and disposed of in accordance with the applicable permits.

2.2.9. Unless drilled into crystalline rock while maintaining a clean hole bottom, add steel pile points and cutting shoes to all driven steel H-piles and all driven open-ended pipe piles driven into weathered rock and/or rock, respectively.

### **2.3. Roadway Foundations**

2.3.1. Unless noted otherwise herein, all unreinforced proposed fill slopes, except bridge end bent slopes (Reference Section 2.2), shall be 2:1 (H:V) or flatter.

2.3.2. Unless noted otherwise herein, all unreinforced proposed soil cut slopes shall be 2:1 (H:V) or flatter. All rock cuts (SPT: minimum 60 blows per inch) shall be 1.5:1 (H:V) or flatter.

2.3.3. Proposed reinforced soil slopes shall 1) only be used to minimize impacts to existing structures, and/or cultural, historical or otherwise protected landmarks and 2) be approved by NCTA prior to incorporation. All reinforced soil slopes shall meet the requirements of the NCDOT Geotechnical Engineering Unit's Standard Detail Nos. 1802.01 and/or 1802.02 unless detailed design calculations and a slope stability analysis are submitted for review and accepted by the Department prior to construction. Maximum primary and secondary grid spacings for reinforced soil slope designs shall be 32 inches and 16 inches, respectively.

2.3.4. Design and construct bridge approach fill (embankments within 250 feet of the ends of a bridge) such that no more than ½-inch of settlement occurs after the waiting period or settlement monitoring ends. Design and construct roadway embankments such that no more than 2 inches of settlement occurs after the waiting period or settlement monitoring ends. Long term settlement calculations for estimating settlement magnitude and the wait times necessary to meet the settlement limits above shall account for both primary and secondary consolidation a minimum of 25 years after the waiting period or settlement monitoring ends. Do not begin any waiting period until the embankment fill is constructed to subgrade elevation. Soil improvement techniques to mitigate long term settlement problems or to transfer the embankment load to a deeper bearing stratum are allowed to accelerate construction. Soil improvement techniques shall follow the current industry standard practices and the guidelines of *Ground Improvement Methods FHWA publication NHI-04-001* or *Geosynthetic Design and Construction Guidelines FHWA-HI-95-038*.

2.3.5. Monitor embankment settlement when a waiting period of more than one month for approach fill or two months for roadway embankment is recommended in the foundation

design recommendation reports developed by the Design-Build Team. Monitor settlement using settlement gauges (Geotechnical Standard Detail 1804.01) in accordance with the following:

- A minimum of two embankment settlement gauges shall be required at each end bent of each bridge (dual bridges shall not be considered a single bridge). Settlement gauges shall be spaced at a maximum interval of 50 feet.
- Monitor settlement across the width of the roadway embankment at a maximum spacing interval of 50 feet and parallel to the roadway centerline at a maximum spacing interval of 100 feet.
- Install and level the settlement gauge base one to two feet below existing grade. Backfill and compact excavation to existing grade.
- Settlement gauges shall be installed prior to placement of embankment fill.

2.3.6. Mitigate all unsuitable soils to the extent required to improve the stability of the proposed embankment, walls, or subgrade. Use any suitable material to backfill undercut areas except when employing shallow undercut in accordance with Section 505 of the NCDOT 2018 *Standard Specifications for Roads and Structures*, which requires the use of Select Material, Class IV. For undercut backfilling in water, use Select Material, Class III.

2.3.7. Class IV aggregate subgrade in lieu of chemical stabilization is not permitted on this project. Alternative Technical Concepts proposing the use of Class IV aggregate subgrade in lieu of chemical stabilization are not permitted and will not be evaluated or considered.

2.3.8. In all new embankments over 5 feet in height including, but not limited to, a widened embankment section, the Design-Build Team shall add a high strength geotextile (Type 5) in accordance with the *Geotextile for Subgrade Stabilization* Project Special Provision found elsewhere in this RFP.

2.3.9. In accordance with the project specifications, Roadway Standard Drawings, and the Scopes of Work found elsewhere in this RFP, provide a vertical roadway alignment and/or drainage recommendations including, but not limited to, lateral ditches and underdrains for the Toll NC 540 lanes and shoulders and all -Y- Lines, ramps, loops, and service roads designed and constructed on new location, excluding the transitions required to tie to existing, to meet the following requirements:

- Maintain a minimum six-foot vertical separation between the groundwater table and the bottom of the pavement structure (asphalt base course/ABC or asphalt separation layer for concrete pavements), where required, including within areas of weathered and/or crystalline rock. (Reference the *Pavement Management Scope of Work* found elsewhere in this RFP)
- Coarse aggregate (No. 57 stone) shall be used for subsurface/pipe underdrains and shoulder drains.

### 3. PERMANENT RETAINING WALL STRUCTURES

#### 3.1. MSE Wall Design

For design and construction of mechanically stabilized earth (MSE) retaining walls, refer to the NCDOT *Policy for Mechanically Stabilized Earth Retaining Walls*, which can be found at the NCDOT Geotechnical Engineering Unit's website at:

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

#### 3.2. Permanent Retaining Wall Design

- 3.2.1. With the exception of walls covered by a Geotechnical Engineering Unit Standard Detail, design and construct permanent retaining walls in accordance with the NCDOT *Standard Specifications for Roads and Structures* or the applicable Geotechnical Engineering Unit Project Special Provisions, which can be provided upon request by the Design-Build Team. Geotechnical Provisions and Notes can be found at the NCDOT Geotechnical Engineering Unit's website at:

**[https://connect.ncdot.gov/resources/Geological/Pages/Geotech\\_Provisions\\_Notes.aspx](https://connect.ncdot.gov/resources/Geological/Pages/Geotech_Provisions_Notes.aspx)**

- 3.2.2. Permanent retaining walls shall consist of one retaining wall type at each proposed retaining wall location. Concepts that use a combination of retaining wall types at a permanent retaining wall location are not allowed.
- 3.2.3. Submit a wall layout and design for each retaining wall. At a minimum, the wall layout submittal shall include the following:
- Wall envelope with top of wall, bottom of wall, existing ground, scour elevations when applicable, and finished grade elevations at incremental stations
  - Wall alignment with stations and offsets
  - Typical sections showing top and bottom of wall, drainage, embedment, rip rap, slopes, barriers, fences, etc.
  - Roadway plan sheets showing the wall (half size)
  - Roadway cross sections showing the wall (half size)
  - Traffic Control Plans showing the wall (half size)
- 3.2.4. For project retaining walls requiring a design not covered by a Geotechnical Engineering Unit Standard Drawing, the wall layout submittal shall also include the following:
- Calculations for sliding, eccentricity, overturning, bearing capacity, global stability, and settlement
  - Details of conflicts with utilities and drainage structures
- 3.2.5. Locate retaining walls at toes 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 NCTA prior to construction. Excluding slopes at bridge end bents, as defined under the Structure Foundations Section above, all slopes behind walls shall be in accordance with the Roadway Foundations Section above.

- 3.2.6. Cut wall (e.g., soil nail walls, soldier pile walls) anchors (where necessary) shall be located within the project right-of-way.
- 3.2.7. Retaining walls or abutment walls will not be allowed at any location where more than five feet of scour is calculated at the base of the wall.
- 3.2.8. Drainage over the top of retaining walls and sags in the top of retaining walls shall not be allowed. Direct runoff above and below walls away from walls, if possible, or collect runoff at the walls and transmit it away. Curb and gutter or cast-in-place single faced barrier with paving up to the wall shall be required when runoff cannot be directed away from the back or front of the wall. In accordance with the NCDOT *Roadway Design Manual* - Section 5.5.1.2, Figure 5-25, the Design-Build Team shall design and construct a paved concrete ditch, with a minimum 12-inch depth, at the top of all retaining walls with slopes draining towards the wall, and a four-foot bench between the wall and fill/cut slopes steeper than 6:1 (H:V).
- 3.2.9. 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 12 inches above where the finished or existing grade intersects the back of the wall.
- 3.2.10. Excluding concrete median barrier, abutment retaining walls, and retaining walls located along the shoulder point behind sound barrier walls, the Design-Build Team shall provide a fall protection chain-link fence immediately behind, or on top of the facing, coping or barrier of 1) all proposed retaining walls, 2) all proposed elements acting as a retaining wall, including but not limited to stretch barrier where the delta in elevation of the finished grades on each side of the barrier is 30.0 inches or more, and 3) all existing retaining walls to remain in place that are a minimum of 30.0 inches tall and will not have a slope behind the wall in the final condition. If installed on top of the facing, on top of the coping or behind the aforementioned walls, the fence shall be eight feet tall. If installed on top of the barrier, the fence shall extend eight feet above the paved shoulder at the face of the barrier, measured from the highest finished grade. For all proposed abutment walls located at dual bridges, the Design-Build Team shall provide a four-foot chain-link fence or handrail, as directed by the Engineer, on top of the facing, on top of the coping or immediately behind the abutment wall between dual bridges. All fencing shall adhere to the pedestrian fencing requirements in the *Complete 540, Phase 2 Aesthetic Design Guide* provided by NCTA.
- 3.2.11. When using abutment retaining walls with deep foundations, the end bent deep foundation shall be designed and constructed with one of the following: (1) a single row of plumb piles with brace piles battered toward the wall, (2) a single row of plumb piles with MSE reinforcement connected to the back of the cap, (3) an 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 pages 6-8 through 6-10, or (4) drilled piers. Use pile sleeves backfilled with loose sand to account for lateral loads from integral abutments. All deep foundations for end bents with abutment retaining walls shall extend a minimum of ten feet below the retaining wall foundation or leveling pad. For drilled-in piles behind such retaining walls, the penetration can be reduced to five feet below the bottom of the wall provided the Design-Build Team analyzes and determines that the vertical piles are “fixed” in natural ground such that the decrease in pile embedment shall not significantly increase the top deflection under lateral loading. The calculations and supporting documentation for this analysis shall be submitted to the NCTA for review and acceptance prior to construction.

3.2.12. The design life of permanent retaining walls shall be 100 years.

## **4. TEMPORARY STRUCTURES**

### **4.1. Temporary Retaining Structure Design**

Design temporary retaining structures, which include earth retaining structures and cofferdams, in accordance with current allowable stress design AASHTO *Guide Design Specifications for Bridge Temporary Works*, the *Temporary Shoring* Standard Special Provision found elsewhere in this RFP and the applicable NCDOT Project Special Provisions available upon request by the Design-Build Team. The only submittal required to use the standard sheeting design is the “Standard Shoring Selection Form”.

### **4.2. Traffic Control Barrier**

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, anchor the barrier in accordance with 2018 NCDOT Roadway Standard Drawing No. 1170.01.

## **5. CONSTRUCTION REQUIREMENTS**

### **5.1. Construction Standards and Remedial Measures**

5.1.1. All construction and materials shall be in accordance with the NCDOT 2018 *Standard Specifications for Roads and Structures* and current NCDOT Project Special Provisions, unless stated otherwise elsewhere in this Scope of Work. Prior to incorporating recommended remedial measures into the project, the Design-Build Team shall investigate, propose, and submit proposed remedial measures for any construction problems related to the following to the NCDOT Geotechnical Engineering Unit for review and be accepted prior to construction.

- Foundations
- Retaining Walls
- Sound Barrier Walls
- Subgrades
- Settlement

- Slopes
- Construction Vibrations

- 5.1.2. The Design-Build Team shall be responsible for any damage and/or claim caused by construction including, but not limited to, damage caused by vibration (see Article 107-14 of the 2018 *NCDOT 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. Any monitoring and inventory work shall be performed by a prequalified consulting firm.
- 5.1.3. Conduct proofrolling in accordance with Section 260 of the 2018 *NCDOT Standard Specifications for Roads and Structures*. A minimum load capacity of 50 tons shall be required.
- 5.1.4. For piles to be installed with the Project, the Design-Build Team shall not drive, re-drive, and/or re-strike piles at end bents with abutment walls after the abutment walls have been built in order to eliminate down drag (negative skin friction) loads. Excluding piles solely for the addition of one future 12-foot median through lane in each direction of Toll NC 540 (future piles), all abutment wall piles shall be driven prior to beginning construction of an abutment wall. If future piles are not provided with the Project, the Design-Build Team shall provide pile cans/sleeves for future pile installation.
- 5.1.5. Retaining walls and/or taller headwalls/end walls shall not be used to reduce the length of proposed culverts and or the length of culvert extensions unless shown on the Preliminary Roadway Plans provided by the Department.

## **5.2. Engagement of Geotechnical Firm During Construction**

- 5.2.1. The prequalified geotechnical firm that prepares the embankment designs for a bridge or roadway fill shall review the settlement monitoring data (at least weekly during fill placement and a minimum of every two weeks once full height is achieved) and provide monthly updates to the NCDOT Geotechnical Engineering Unit via the NCTA. This same firm shall issue a release letter ending the wait period for an embankment fill once the settlement criteria listed elsewhere in this RFP is met. Settlement monitoring data and recommendations shall be submitted to the NCDOT Geotechnical Engineering Unit, via the NCTA, for review and acceptance prior to issuing the release letter.
- 5.2.2. The prequalified geotechnical firm that prepares 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, the Design-Build Team shall submit them to the NCTA for review and acceptance prior to beginning construction. Hammer approvals shall be submitted prior to performing any pile driving, including Pile Driving Analyzer testing, and shall be performed using GRLWEAP Version 2010 or later.
- 5.2.3. The prequalified geotechnical firm that prepares the original foundation designs shall be responsible for any changes to the foundation designs revising analysis, recommendations,



and reports as needed. All changes shall be based upon additional information, subsurface investigation and/or testing. Send copies of revised designs, including additional subsurface information, calculations and any other supporting documentation, sealed by a professional engineer registered in the State of North Carolina, to the NCTA for review and acceptance.

### 5.3. Driven Piles

- 5.3.1. Install piles in accordance with Section 450 of the 2018 NCDOT *Standard Specifications for Roads and Structures* and the *Piles* Standard Special Provision found elsewhere in this RFP. Prequalification of contractors is not required for pile excavation or drilled-in pile holes that are 30 inches in diameter or less. Class A concrete or grout shall be required to backfill holes for drilled-in piles.
- 5.3.2. Use Pile Driving Analyzer (PDA) testing on a minimum of two production piles for each pile size and type for each bridge with driven piles using the approved hammer driving system for the pile.
- 5.3.3. Each PDA tested pile shall be driven to the maximum RDR for the end bent/bent(s) the PDA tested pile covers. The spacing between PDA tested piles shall not exceed 200 feet and at least one PDA tested pile shall be located at an end bent. Additional PDA testing shall be performed at other end bent/interior bents as needed to stay within the maximum spacing requirement. Changes in hammer driving systems and/or additional similar hammer driving systems shall require additional PDA testing.
- 5.3.4. Additional PDA testing may be warranted/required based on AASHTO LFRD Bridge Design Specifications and shall be recommended as needed by the geotechnical foundation design engineer and submitted to the NCTA for review and acceptance. Dual bridges shall not be considered as a single bridge when determining the amount and location of required PDA testing.
- 5.3.5. A prequalified PDA consultant shall perform the required PDA testing, provide PDA reports, and develop pile driving criteria. All PDA consultants shall be prequalified a minimum of 30 days prior to performing any pile driving on the project. Geotechnical Contractor Prequalification requirements can be found at the NCDOT Geotechnical Engineering Unit's website at:

**[https://connect.ncdot.gov/resources/Geological/Documents/19-05-01\\_Contractor%20Prequalification%20Requirements.pdf](https://connect.ncdot.gov/resources/Geological/Documents/19-05-01_Contractor%20Prequalification%20Requirements.pdf)**

- 5.3.6. PDA reports shall conform to the current NCDOT requirements and format and be signed and sealed by a Professional Engineer registered in the State of North Carolina who meets the experience requirements for the PDA Engineer in responsible charge of the PDA report. In addition, the recommendations within the PDA report shall address the cause of any Integrity Factor (BTA) values less than 100 and clarify the condition of the pile. PDA reports with driving criteria recommendations shall be reviewed and accepted by NCDOT prior to driving any production piles at the end bents/bents the PDA tested pile covers.

PDA reports for miscellaneous piles tested to confirm ultimate resistance or acceptable pile integrity shall be reviewed and accepted by NCDOT prior to incorporating the pile into an end bent, bent or footing.

#### **5.4. Drilled Piers**

- 5.4.1. 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 Section 411 of the 2018 NCDOT *Standard Specifications for Roads and Structures* and the *Drilled Piers* Project Special Provision located on the NCDOT Geotechnical Engineering Unit's website.
- 5.4.2. The Department will inspect drilled piers using the Shaft Inspection Device (SID) for any pours using the wet method of concrete placement and for any drilled pier excavations that cannot be visually inspected or have remained open longer than 24 hours that cannot be dewatered due to unstable soil or rock.
- 5.4.3. The Design-Build Team shall notify Joseph Barbour, PE by e-mail (jdbarbour2@ncdot.gov) a minimum of five days prior to required SID testing, followed by a confirmation two days prior to required SID testing. The Design-Build Team shall notify Joseph Barbour of all SID testing cancellations as soon as possible at the e-mail address noted above and at (919) 329-4015.
- 5.4.4. Install Crosshole Sonic Logging (CSL) tubes in all drilled piers. CSL test a minimum of 25% of drilled piers at each bridge or one per bent, whichever is greater. If a CSL test identifies any defect in the drilled pier, the Department has the right to request additional CSL testing and/or tomography as needed. The Department will determine which piers will be CSL tested. Submit CSL and tomography test information and results to the Geotechnical Engineering Unit, via the NCTA, for review and acceptance.
- 5.4.5. Drilled pier tip elevations shall not be changed 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 three pier diameters 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.

#### **5.5. Undercut at Geotechnical Grade Point**

The geotechnical grade point shall be defined as the location where the proposed subgrade and natural ground intersect. At all geotechnical grade points, the Design-Build Team shall undercut

the existing soils that are within two feet of the bottom of the proposed subgrade in accordance with the requirements noted below:

- The undercut shall extend along the profile to a point where the elevation difference from the bottom of the proposed subgrade to natural ground is greater than two feet, or to 25 feet on each side of the geotechnical grade point, whichever is less.
- The lateral extent of the undercut shall extend to a point where the elevation difference from the bottom of the proposed subgrade to natural ground is greater than two feet or to one foot outside of the paved shoulder/face of curb of the proposed roadway typical section, whichever is less.
- The base of the undercut shall parallel the proposed subgrade.
- Grade point undercuts can be backfilled with soil that meets Section 235 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.

## **5.6. General Submittal Information**

- 5.6.1. Send copies of any inspection forms related to foundations, settlement, sound barrier walls, or retaining walls to the NCTA for review and acceptance.
- 5.6.2. All geotechnical data, tests, computations and supporting subsurface investigations and documentation submitted by the Design-Build Team shall be provided in English Units.

**HYDRAULICS SCOPE OF WORK**

(7-26-23)

**1 GENERAL****1.1 Design Team Qualification**

The Design-Build Team's hydraulic design firm(s) shall be on the NCDOT's list of firms qualified to perform all hydraulic design work required under this contract. The firm must be prequalified for Tier II hydraulic design work under the Department's normal prequalification procedures prior to the Technical Proposal submittal date.

**1.2 Pre-Design Meeting**

The Design-Build Team shall hold a pre-design meeting with NCTA, and the NCDOT Hydraulics Review Engineer after NCTA's acceptance of the Preliminary Roadway Plans developed by the Design-Build Team.

**1.3 Right of Way/60% Roadway Plans**

To ensure that all NCDOT hydraulic comments have been addressed, the Design-Build Team shall concurrently submit a copy of the Right of Way/60% Roadway Plans and revised 100% Hydraulics Design Plans to the Hydraulics Unit for review and acceptance with the Right of Way/60% Roadway Plans submittal.

**2 PROJECT SCOPE****2.1 Project Specific Details**

- 2.1.1 All hydraulic design shall be in accordance with North Carolina *Design Standards in Sensitive Watersheds* throughout the project limits.
- 2.1.2 At all stream crossings and pipe inlets and outlets in permitted areas, the Design-Build Team shall photograph (in JPG format) the pre and post construction site conditions between each pipe inlet/outlet and the outer limits of the right of way or easement. The Design-Build Team shall also document the existing and final cross sections of streams within the aforementioned limits. The photographs and cross sections shall be labeled by location, compiled into one document, and electronically submitted to NCTA.

**3 DESIGN REQUIREMENTS****3.1 Storm Drainage System Design**

- 3.1.1 The Design-Build Team shall design all storm drainage systems using Bentley Open Roads Designer (ORD) or Geopak Drainage including, but not limited to, incorporating discharges from allowable routing programs. If the Design-Build Team elects to use ORD, the Department will not honor any requests for additional contract time or compensation for any effort required to complete the designs using ORD.
- 3.1.2 Raised median island cuts will not be allowed.
- 3.1.3 Slotted concrete median barrier will not be allowed for permanent installations.

- 3.1.4 All drainage system improvements shall be contained within the right of way. When tying directly to existing downstream systems located outside the right of way that are hydraulically deficient during the design storm, the Design-Build Team shall provide an Open Throat Catch Basin (OTCB) or 2GI within the right of way limits.
- 3.1.5 Open-ended Berm Drainage Outlets on cut slopes greater than 12 feet in height are not permitted. Instead, an OTCB inlet structure shall be used.
- 3.1.6 The Design-Build Team shall use a minimum ditch grade of 0.3% and avoid constructing ditches in wetlands.
- 3.1.7 Ditch lining shall adhere to the requirements noted in the NCDOT *Guidelines for Drainage Studies and Hydraulics Design* or the following, whichever is more conservative:
- Any ditch with a grade between 2% and 4% shall be lined with Permanent Soil Reinforcing Mat (PSRM).
  - Any ditch with a grade between 4% and 6% outside the clear recovery zone shall be lined with Class B Rip Rap and geotextile.
  - Any ditch with a grade greater than 6% outside the clear recovery zone shall be lined with Class I Rip Rap and geotextile.
- 3.1.8 Drainage structures shall be designed and constructed for the addition of one future 12-foot median through lane in each direction of Toll NC 540. To the greatest extent practicable, drainage structures in the median of Toll NC 540 shall be located such that horizontal adjustment is not required for the addition of the aforementioned median through lanes. The Design-Build Team shall identify in the Technical Proposal all drainage that will require adjustment when the future median lanes are constructed. (Reference the *Roadway Scope of Work* found elsewhere in this RFP)
- 3.1.9 At a minimum, the Design-Build Team shall install traffic bearing grated drop inlets with steel frames and flat steel grates at the following locations:
- Within a temporary travel lane
  - Within four feet of a temporary and/or permanent travel lane
- 3.1.10 Proposed longitudinal pipe (trunkline) shall not be located beneath the proposed roadway travel lanes or beneath proposed barrier rails.

## 3.2 Hydraulic Spread

- 3.2.1 The hydraulic spread shall adhere to the following:
- (A) Except as allowed otherwise in item (B), for roadways with shoulders, including those with expressway gutter and shoulder berm gutter, the hydraulic spread shall not encroach into an operational permanent travel lane and shall not encroach more than two feet into an operational temporary travel lane.
- (B) For -Y- Line roadways where the pavement is sloped toward a raised median/monolithic island, a minimum 10-foot of the adjacent operational permanent or temporary through lane shall remain clear of hydraulic spread.

- (C) For -Y- Line roadways with 2'-6" curb and gutter, a minimum 10-foot of the outside operational permanent or outside temporary through lane shall remain clear of hydraulic spread.
- (D) For -Y- Line roadways, the hydraulic spread shall not encroach more than a distance that equals half the lane width or six feet, whichever is less, into an operational permanent exclusive turn lane or an operational temporary exclusive turn lane.
- (E) For all other roadways, the hydraulic spread shall not exceed the values specified in Chapter 10, Table 1, of the NCDOT *Guidelines for Drainage Studies and Hydraulics Design*.
- (F) For bridges, the hydraulic spread shall not encroach into an operational permanent through lane or an operational temporary through lane unless noted otherwise elsewhere in this RFP.
- (G) For bridges on -Y- Lines where the pavement is sloped toward a median monolithic island, a minimum 10-foot of the adjacent operational permanent or temporary through lane shall remain clear of hydraulic spread.
- (H) For bridges on -Y- Lines with 2'-6" curb and gutter roadway approaches, a minimum 10-foot of the outside operational permanent or outside temporary through lane shall remain clear of hydraulic spread.
- (I) For bridges on -Y- Lines, the hydraulic spread shall not encroach more than a distance that equals half the lane width or six feet, whichever is less, into an operational permanent exclusive turn lane or an operational temporary exclusive turn lane.
- (J) For existing bridges with no alteration to the travel lanes or shoulders (location and/or widths), hydraulic spread will be allowed to encroach into an operational travel lane to an extent equal to that present in the existing (pre-project) conditions.
- (K) For bridges specified to have future sidewalk and/or multi-use path, the drainage design shall account for future conditions with sidewalk and/or multi-use path such that all applicable spread requirements are met without the need for future structure widening. (Reference the *Structures Scope of Work* found elsewhere in this RFP)
- (L) For the hydraulic spread requirements above, I-40 and I-42 shall not be considered a -Y- Line.

### **3.3 Bridge Drainage**

- 3.3.1 The Design-Build Team shall analyze spread for all bridges within the project limits and, as necessary, provide mitigation that adheres to the hydraulic spread requirements noted above. If required, the Design-Build Team shall adhere to the bridge drainage system requirements noted below.
- 3.3.2 The Design-Build Team shall design bridge drainage without the use of Bridge Scuppers (open grated inlets) or closed/suspended drainage systems. If deck drains are used on the bridge, they shall be 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. Deck drains shall not be used on the bridges over Bushy Branch and White Oak Creek.

- 3.3.3 The Design-Build Team shall use four-inch deck drains adjacent to pedestrian facilities.
- 3.3.4 The Design-Build Team shall provide bridge drainage features that prevent direct discharge into waterways or onto any existing/future sidewalk, multi-use path, greenway, travel lane, paved shoulder, including, but not limited to, future 12-foot median through lane and paved shoulder in each direction of Toll NC 540, or within 25 feet of the centerline of any existing or future railroad track.
- 3.3.5 The maximum allowable deck drain spacing shall be 12-foot on center.

### **3.4 Hydroplaning Analysis**

- 3.4.1 Excluding areas that the Design-Build Team will be uniformly overlaying the existing pavement structure, the Design-Build Team shall perform a hydroplaning risk assessment in accordance with the NCDOT *Guidelines for Drainage Studies and Hydraulics Design*, including all addenda, memos and revisions and the requirements herein.
- 3.4.2 The Design Build Team shall provide mitigation that minimizes hydroplaning risk for all new and existing roadways within the construction limits. Solely providing signage as a Hydroplaning Mitigation measure will not be allowed. (Reference the *Roadway and Pavement Management Scopes of Work* found elsewhere in this RFP). The Design-Build Team shall include a brief summary of the mainline hydroplaning risk assessment in the Technical Proposal.
- 3.4.3 The mainline hydroplaning analysis shall include the addition of one future 12-foot median through lane in each direction of Toll NC 540.
- 3.4.4 The Design-Build Team shall 1) give particular attention to ramp/loop gore areas, and areas of superelevation transitions and high longitudinal slopes; and 2) avoid placing areas with zero superelevation in a crest and/or sag vertical curve.
- 3.4.5 The Design-Build Team shall develop a Final Design Hydroplaning Assessment and Final Mitigation Plan that shall be included with the Preliminary Roadway Plans submittal for NCTA's review and acceptance.
- 3.4.6 In addition to the Final Design Hydroplaning Risk Assessment and Final Mitigation Plan, the Design-Build Team shall develop a Construction Hydroplaning Risk Assessment and Construction Mitigation Plan that shall be included with the Traffic Control Plans submittal for NCTA's review and acceptance. The aforementioned Construction Mitigation Plan shall identify a process that evaluates and avoids concentrated flow across travel lanes where speeds are in excess of 45 mph during construction phasing. (Reference the *Transportation Management Scope of Work* found elsewhere in this RFP)

### **3.5 Stormwater Management**

- 3.5.1 In accordance with NCDOT's Stormwater Best Management Practices Toolbox, the NCDOT Post-Construction Stormwater Program, and NCDOT's *Guidelines for Drainage Studies and Hydraulics Design* effective on the Technical Proposal submittal

date, the Design-Build Team shall develop a Stormwater Management Plan that, at a minimum, demonstrates the following:

- Compliance with the requirements described in the NCDOT Post-Construction Stormwater Program dated May 2022.
- To the maximum extent practicable, stormwater runoff shall be diverted away from surface waters.
- Underground detention will not be allowed.
- Unless noted otherwise elsewhere in this RFP, no additional right of way will be acquired solely for stormwater management.

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

The post-project 100-year frequency peak discharge rate to the railroad right of way shall not be higher than the pre-project 100-year frequency peak discharge rate to the railroad right of way. The Design-Build Team shall make every effort to mitigate for increases in discharge due to the proposed project within the existing / proposed right of way for the project. If, in the Department's sole discretion, mitigation measures cannot be contained within the existing / proposed right of way for the project, the Department will allow acquisition of additional right of way solely for stormwater management mitigation measures to avoid increased discharges to the railroad right of way.

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

### 3.6 Drainage Structures

- 3.6.1 **Throughout this RFP, the term *drainage structures* include box culverts, cross pipes and storm drainage systems.**

- 3.6.2 Revise the *Guidelines for Drainage Studies and Hydraulic Design* as follows:

- (1) Chapter 7 Table 1, Design Frequency

- (A) Along the mainline (Toll NC 540), including all proposed ramps and loops except - Y22LPC-, replace the 50-year frequency for Bridges, Culverts and Cross Pipes with a 100-year frequency
- (B) Along the mainline (Toll NC 540), replace the 50-year frequency for Storm Drain Systems at Sags (without relief) with a 100-year frequency



- (C) Design frequency for Temporary/Detours, Storm Drain System on Grade shall be ten years
  - (D) Design frequency for Temporary/Detours, Storm Drain System at Sags (without relief) shall be 25 years
- (2) Chapter 7 Table 2, Peak Discharge Method Selection
  - (A) Delete the NCDOT Highway Hydrologic Charts column
- (3) Delete Section 7.4.4 NCDOT Highway Hydrologic Charts
- (4) Delete Section 7.7, Additional Documentation
- (5) Section 15.6 Temporary Encroachment in Regulatory Floodway
  - (A) Section 15.6 is not applicable on this project. The Design-Build Team shall assume all liability for any flood damages resulting from the temporary encroachment.
- 3.6.3 The design frequency for the White Oak Greenway shall be 10 years without overtopping the greenway.
- 3.6.4 Revise the NCDOT *Pipe Material Selection Guide* as follows:
  - (1) For Interstate Side Drains, revise the last column (HDPE, PP, and PVC) from “can be used” to “do not use”.
  - (2) For the Open End Cross Pipes, delete the No. 5 superscript from “Interstate” and “Primary” and add a No. 5 superscript to “Open End Cross Pipes”.
  - (3) Delete Note No. 5 and replace with the following:
    - (A) Unless noted otherwise elsewhere in this RFP, all new/replacement open-end cross pipes on interstates and primary routes (US and NC routes), including all ramps, loops and interchange quadrants, shall be upsized by a minimum of six inches in diameter above that which would be hydraulically and/or jurisdictionally required. Upsizing shall be in addition to any upsizing required due to burial below the streambed.
    - (B) All new/replacement open-end cross pipes on secondary routes that are beneath a fill height that is equal to or greater than fifteen (15) feet, as measured from the top of the pipe to the corresponding road surface above the pipe, shall be upsized by a minimum of six inches in diameter above that which would be hydraulically and/or jurisdictionally required. Upsizing shall be in addition to any upsizing required due to burial below the streambed.
- 3.6.5 The Design-Build Team shall replace all existing metal pipes within the project construction limits, in accordance with the *Drainage Pipe* Project Special Provision found elsewhere in this RFP.
- 3.6.6 The Design-Build Team shall develop discharges for all drainage structures based upon the future build-out land use projections. At a minimum, the Design-Build Team shall use a level of future urbanization with a percent impervious area of no less than 35% throughout the project. The Design-Build Team shall not include the effects of storage.

- 3.6.7 For all existing and proposed box culverts and pipes (including all extensions) under interstates and primary routes (US and NC routes), including all ramps and loops, a minimum 1.5-foot freeboard shall be required below the shoulder point during the design storm. For all other facilities, the design year water surface elevation shall not exceed the lowest upstream shoulder point elevation of the roadway. The Design-Build Team shall not steepen slopes, reduce easements and/or reduce right of way solely to obtain the aforementioned freeboard requirement.
- 3.6.8 Unless allowed otherwise elsewhere in this RFP, a maximum HW/D = 1.2 shall not be exceeded for all existing and proposed box culverts and pipes (including all extensions) during the design year.
- 3.6.9 If the existing box culverts located near Station 19+50.00 -Y24R- and Station 35+00.00 -Y24R- are retained, the Design-Build Team will not be required to adhere to the maximum HW/D = 1.2 requirement provided all the following requirements are met:
- A maximum HW/D = 1.5 shall not be exceeded for the reinforced box culvert during the design storm.
  - The minimum supplemental pipe diameter shall be 60-inches.
  - The supplemental pipe shall be welded steel and installed using trenchless construction methods.
  - The supplemental pipe shall adhere to the requirement of Section 3.6.4 (3) (A) above.
  - The supplemental pipe shall be installed on a floodplain bench elevated two (2) feet above the existing stream bed.
  - One continuous headwall shall be provided for the supplemental pipe and the existing culvert.
  - For the existing box culvert located near Station 35+00.00 -Y24R-, the hydraulic conveyance area of the proposed structures(s) shall be equal to or greater than the hydraulic conveyance area of the proposed upstream structure under -Y26R-.
- 3.6.10 All existing and proposed storm drainage systems shall maintain a hydraulic grade line that is a minimum of 0.5 feet below the inlet rim elevation or top of junction box; and shall adhere to all other requirements as identified in Chapter 10 of the *Guidelines for Drainage Studies and Hydraulic Design*.
- 3.6.11 In the Technical Proposal, Volume II, the Design-Build Team shall provide a *Box Culverts and Cross Pipes Hydraulic Assessment Table* that contains the attributes noted below for all new box culverts and open-ended cross pipes 18-inches in diameter or greater:
- Station
  - Proposed drainage structure details
  - Drainage Area
  - Percent Impervious or “C” value used

- Discharge method used
- Built-Out Discharges (Design Year and 100 Year)
- FEMA Crossing (Yes/No)
- Water Surface Elevation Natural Condition
- Water Surface Elevation with Drainage Structure
- HW/D for Build-out Discharges
- Hydraulic Freeboard for Build-out Discharges
- Comments

3.6.12 Pipes within storm drainage systems that intercept and/or convey any offsite water from one side of a roadway to the other shall be considered a cross pipe if any of the following inlet conditions apply:

- Open end
- Berm Drainage Outlet (BDO)
- Open Throat Catch Basin (OTCB)

The cross pipe designation shall apply to all pipes in the storm drainage system that convey the offsite water flow from the aforementioned inlet to the outlet.

3.6.13 Excluding supplemental pipe at the existing box culverts located near Station 19+50.00 -Y24R- and Station 35+00.00 -Y24R-, the maximum pipe diameter to be used is 60 inches. The minimum barrel height for any new reinforced concrete box culvert (inside dimension) shall be 8 feet, with a minimum seven-foot clear opening height. The minimum barrel width for any new reinforced concrete box culvert (inside dimension) shall be 6 feet. The inside barrel height and inside barrel width for any reinforced concrete box culvert extension shall not be less than the existing inside barrel height and existing inside barrel width, respectively.

3.6.14 Unless allowed otherwise elsewhere in this RFP, cross drainage shall be conveyed with a single drainage structure (pipe or box culvert) or single drainage structures in series. Excluding the existing box culverts located near Station 19+50.00 -Y24R- and Station 35+00.00 -Y24R-, if retained, more than one line of pipe or three (3) box culvert barrels serving the same watershed shall not be allowed.

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

3.6.16 The Design-Build Team shall remove or fill with flowable fill all pipes not retained for drainage purposes.

3.6.17 The Design-Build Team shall not install permanent elliptical pipe. Elliptical pipe will only be allowed in temporary conditions and all elliptical pipes shall be removed prior to final project acceptance.

3.6.18 The Design-Build Team shall analyze the existing 4' x 4' reinforced concrete box culvert located approximately 60 feet west of Station 10+00 -Y26R- and provide a replacement structure with a minimum hydraulic conveyance area of 77 square feet, in accordance with the requirements herein. Excluding the backwater associated with the railroad pipes located immediately downstream of this crossing, the proposed roadway grade shall

provide a minimum 1.5-foot of freeboard below the shoulder point for the 50-year design storm.

- 3.6.19 Throughout the project limits, the Design-Build Team shall analyze all drainage structures for hydraulic and structural deficiencies that are located within the existing/proposed right of way, unless allowed otherwise elsewhere in this RFP. The Design-Build Team will be allowed to supplement the existing reinforced concrete box culverts located near Station 19+50.00 -Y24R- and Station 35+00.00 -Y24R- with one line of pipe to mitigate hydraulic deficiencies. The Design-Build Team will not be required to analyze drainage structures 1) installed with the I-5111 and R-2828 projects, and 2) within -Y- line construction limits that consist solely of pavement marking obliterations/revisions. Using the hydraulic discharges required in this Scope of Work, drainage structures that do not adhere to the requirements in the *Guidelines for Drainage Studies and Hydraulic Design*, including all addenda, memos and revisions, and/or the freeboard, and HW/D requirements noted above, shall be deemed hydraulically deficient.
- 3.6.20 Based on the above analyses, the Design-Build Team shall provide the appropriate hydraulic mitigation for 1) all hydraulically deficient drainage structures and 2) all hydraulically and structurally deficient drainage structures including, but not limited to, replacement. For major hydraulic crossings (crossings with a conveyance greater than or equal to the capacity of a single 60-inch diameter pipe), excluding the existing reinforced concrete box culverts located near Station 19+50.00 -Y24R- and Station 35+00.00 -Y24R-, the Design-Build Team shall 1) remove all hydraulically, or hydraulically and structurally, deficient box culvert(s) and/or pipe(s), and 2) replace the aforementioned box culvert(s) and/or pipe(s) with a box culvert. Inlet improvements outside the right of way shall not be allowed to mitigate for hydraulically deficient box culverts and/or pipes. Based on build-out discharges, the Design-Build Team shall identify all hydraulically deficient drainage structures and note their proposed mitigation in the Technical Proposal. At a minimum, in the Technical Proposal, Volume II, the Design-Build Team shall 1) identify all hydraulically deficient storm drainage systems and the proposed mitigation on the plans, and 2) provide a *Box Culverts and Cross Pipes Hydraulic Deficiency Assessment and Proposed Mitigation Table* that contains the box culvert and cross pipe attributes noted below:
- Station
  - Existing Box Culvert/Cross Pipe Details
  - Drainage Area
  - Percent impervious or “C” value used
  - Discharge method used
  - Build-out Discharges (Design year and 100 year)
  - Hydraulically Deficient (Yes/No) for Build-out Discharges
  - Proposed Mitigation Structure(s) Details
  - HW/D for Build-out Discharges at Existing Structure without Mitigation
  - HW/D for Build-out Discharges at Existing Structure with Mitigation
  - Hydraulic freeboard at Sag for Build-out Discharges at Mitigation Structure(s)
  - Comments

- 3.6.21 To ensure that all pipes and box culverts retained for drainage purposes are structurally sound, the Design-Build Team shall provide appropriate documentation, in the NCTA's sole discretion, for the NCTA's review and approval prior to any hydraulic design submittal. At a minimum, the aforementioned documentation shall include a video inspection of each pipe and box culvert retained for drainage purposes, and a corresponding inspection report. The video inspection shall be performed with a Closed Circuit Television Video (CCTV) steerable pipe crawler/rover that is tethered to a cable reel and capable of capturing 360° views from within the pipe or box culvert. The inspection report shall identify the elements noted below for each pipe and box culvert retained for drainage purposes:
- Structural integrity of each joint, in its entirety including, but not limited to, joint failure, joint separation and joint offsets
  - Longitudinal, transverse circumferential and multi-direction cracking
  - Spalling
  - Seepage and infiltration into the pipe
  - Pipe failures including, but not limited to, differential settlement, material deformation and puncture holes
- 3.6.22 The Design-Build Team shall also provide the location of each item noted above, as measured from the outlet end of the pipe. If, for any reason, the video inspection or report is incomplete or inconclusive, the Design-Build Team shall perform another inspection and develop another report at no additional cost to the NCTA. Prior to performing any storm drain clean-out required for the aforementioned video inspections, the Design-Build Team shall obtain approval from the Engineer. In accordance with Subarticle 104-8(A) of the 2018 NCDOT *Standard Specifications for Roads and Structures*, required storm drain clean-out will be paid for as extra work.
- 3.6.23 As directed by the Engineer, the Design-Build Team shall provide the appropriate structural mitigation for all structurally deficient box culverts and/or pipes. Structural mitigation, for structural deficiencies in box culverts and/or pipes including, but not limited to, all design and repair/replacement costs will be paid for as extra work in accordance with Subarticle 104-8(A) of the 2018 NCDOT *Standard Specifications for Roads and Structures*.
- 3.6.24 For pipe inlets and outlets in jurisdictional areas, the Design Build Team shall install countersunk rip rap pads, with underlying geotextile at these inlets and outlets. The rip rap pads and geotextile shall extend a minimum of 10 feet from pipe inlets and a minimum of 20 feet from pipe outlets. If Triassic material is encountered at the inlet or outlet, the rip rap pad and geotextile shall extend to the above minimums or to the length of the construction disturbance, whichever is greater.
- 3.6.25 For outlet protection for pipes greater than or equal to 36-inches in diameter and sloped steeper than 1%, use the applicable Class Rip Rap as noted below:

Pipe Diameter	Rip Rap Class
36-inch to less than 48-inch	Class I
48-inch and above	Class II

## 4 PERMIT COORDINATION AND FEMA REGULATED STREAMS

### 4.1 Permit Modification

The Design-Build Team shall follow the Section 6002 Coordination Plan for the project and shall conduct Interagency Meetings as described in the *Environmental Permits Scope of Work* found elsewhere in this RFP. All work resulting from the Interagency Meetings shall be the Design-Build Team's responsibility. A minimum of five weeks prior to the appropriate Interagency Meeting, the Design-Build Team shall provide 1) hydraulic plans, 2) permit drawings, calculations, and impact sheets for the USACE 404 Permit and the NCDWR Section 401 Certification and 3) information required to obtain a Neuse Riparian Buffer Authorization to the NCTA. The Design-Build Team shall take minutes of the Interagency Meetings and provide them to the NCTA within three business days of the aforementioned meetings.

### 4.2 FEMA Regulated Streams

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

- 4.2.1 The Design-Build Team shall prepare a Conditional Letter of Map Revision (CLOMR) or State Floodplain Compliance (SFC) package(s) for the NCTA's submittal to the North Carolina Floodplain Mapping Program (NCFMP). The Design-Build Team shall obtain NCFMP approval prior to performing any construction activity in a FEMA regulated floodplain.
- 4.2.2 For new location crossings where a CLOMR is required, the spanning structure shall be designed such that only 0.5 feet of rise occurs between the Corrected Effective and the Revised Conditions for the 100-year water surface elevation.
- 4.2.3 The Design-Build Team shall notify the NCTA, in writing, of all structures that may require purchase due to an increase in the 100-year water surface elevation. The NCTA will be responsible for all surveys to ascertain insurable structures within the impacted area of the floodplain(s). The Design-Build Team shall discuss the extent and limits of the rise in water elevation in the floodplain(s), identify potentially impacted insurable structures, specify areas anticipated to require additional surveys and estimate the anticipated additional right of way impacts outside the project construction limits in the Technical Proposal. (Reference the *Right of Way Scope of Work* found elsewhere in this RFP)
- 4.2.4 The Design-Build Team shall ensure that construction and removal of all structures in FEMA regulated floodplains adheres to the approved CLOMR(s) and/or SFC(s). Within three months of completion of work in a FEMA-regulated floodplain, the Design-Build Team shall provide As-Built Plans of the site, and a completed As-Built Certification Review Form that verifies construction adheres to the approved CLOMR(s) and/or SFC(s) to the NCDOT Hydraulics Unit.

- 4.2.5 The Design-Build Team shall prepare a Letter of Map Revision(s) (LOMR(s)) for the NCTA's submittal to the NCFMP. The LOMR(s) must be submitted within six months of completion of work in the floodplain.
- 4.2.6 The NCTA will be responsible for all fees associated with the CLOMR(s), LOMR(s), and/or SFC(s).
- 4.2.7 The Design-Build Team shall prepare a new FEMA model and/or package and be responsible for all associated costs resulting from any construction variation from the approved CLOMR(s) and/or SFC(s).
- 4.2.8 The NCTA will allow no direct contact between the Design-Build Team and the NCFMP representatives. No contact between the Design-Build Team, the NCFMP and/or personnel under contract with NCFMP shall be allowed by phone, e-mail, or in person, without NCDOT representatives present. A representative from the NCTA shall be included on all correspondence.
- 4.2.9 Temporary impacts due to construction and/or on-site detour traffic that 1) last longer than one year and/or 2) encroaches into the floodway, shall be reviewed by the Design-Build Team for changes in the water surface elevations that could impact structures or have adverse impacts to the surrounding property. The results of the review shall be submitted to the Hydraulic Unit in a report format for the NCTA's coordination with NCFMP.

## 5 PRINCIPAL STANDARDS

Perform all work in accordance with the information on the following website, the version of the following references, including all revisions, errata, addenda, memos etc., effective on the Technical Proposal submittal date, and the contract requirements contained herein:

- NCDOT Hydraulics Unit website:  
**<https://connect.ncdot.gov/resources/hydro/pages/default.aspx>**
- NCDOT *Best Management Practices for Construction and Maintenance Activities*
- NCTA *Design-Build Submittal Guidelines*
- NCDOT *Guidelines for Drainage Studies and Hydraulics Design, excepted as may be amended herein*
- NCDOT *Post-Construction Stormwater Program*
- NCDOT *Stormwater Best Management Practices Toolbox*

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.

**ITS SCOPE OF WORK**

(8-23-23)

**1. GENERAL REQUIREMENTS****1.1. Scope Overview**

- 1.1.1. Design, furnish, and install new ITS devices, infrastructure, and communications cable system near and along the project. Interconnect the new fiber-optic communications cables with fiber-optic communications cable to be installed under the R-2829B and R-5777D projects and the existing fiber-optic cable within the project limits. Major items of work include, but are not limited to, the following:
- Civil infrastructure (including metal poles) for six (6) new Closed-Circuit Television (CCTV) cameras
  - Civil infrastructure (including metal poles) for five (5) new mainline Microwave Vehicle Detection (MVD) sites shown within the R-2829A portion of the *Complete 540 Phase 2 ITS and AET Concept Plans* dated July 13, 2023 provided by NCTA
  - Civil infrastructure (including metal poles) for fourteen (14) new ramp Microwave Vehicle Detection (MVD) sites
  - Civil infrastructure (including sign pedestals, conduit, junction boxes) to support Wrong-Way Driver Notification Signs at mainline and ramp sites
  - One (1) new Type A Dynamic Message Sign (DMS) on butterfly structure
  - Two (2) new Type B Dynamic Message Signs (DMS) on toll gantry structures
  - Conduit System (four 1.25-inch conduits for NCTA/NCDOT communications and one 2-inch outer-duct conduit (with 4 inner-ducts) for commercialization), with embedded tracer wire
  - 2x144-fiber and 1x96 single-mode fiber-optic communications cables
  - Fiber-optic drop cable assemblies with tracer wire
  - Junction boxes
  - Splice enclosures
  - Hub/splice cabinets
  - Electrical service equipment
  - Local Area Network equipment installation and configuration
  - Portable CCTV camera assemblies, as identified herein
- 1.1.2. A pre-design meeting shall take place between NCTA, the Design-Build Team, the Resident Engineer, the Division Traffic Engineer, the Regional Traffic Engineer, the Transportation Systems Management & Operations Unit (TSMOU), the Work Zone Traffic Control Group, the ITS & Signals Management Section, and any other pertinent NCDOT personnel. NCTA will not review ITS Plan submittals prior to the pre-design meeting.
- 1.1.3. The Design-Build Team shall coordinate with NCTA, the Division Traffic Engineer, the Regional Traffic Engineer, the Statewide Transportation Operations Center (STOC), and the R-2829B Design-Build Team throughout the project duration.



- 1.1.4. Post Award, the Design-Build Team shall coordinate with the R-2829B Design-Build Team to ensure the same construction note convention is utilized for the R-2829A ITS plans and the R-2829B ITS plans.
- 1.1.5. Provide materials and perform all work in accordance with the 2018 NCDOT *Standard Specifications for Roads and Structures*, the 2018 NCDOT *Roadway Standard Drawings*, the Project Special Provisions, and the *NCTA ITS Standard Details* dated March 17, 2022. In case of a conflict, the latter shall govern.
- 1.1.6. Prior to any underground work, locate existing utilities, communications cable, power cable, and adjust work activities to protect these facilities. Immediately cease work and notify the Engineer and affected owners if damage to existing utilities occurs. Repair damages to utilities, communications cable, and power at no cost to the Department.
- 1.1.7. Determine the location of each ITS device, obtain the Engineer's approval of the locations. Furnish and install guardrail to protect the ITS device locations, as required. The Design-Build Team shall locate and design the DMS to maintain MUTCD required sign spacing and sight distances. The Design-Build Team shall adhere to the MUTCD edition effective on the Technical Proposal submittal date.
- 1.1.8. The Design-Build Team is responsible for providing meter service assemblies for all ITS and toll devices/sites.
- 1.1.9. The communications infrastructure shall consist of an underground conduit system including conduit, tracer wire, junction boxes and heavy-duty junction boxes. As described herein, the Design-Build Team shall design and install the complete conduit system to service all ITS devices and toll facilities within or affected by the project.
- 1.1.10. All communications between the proposed ITS field devices and the local hub shall utilize Ethernet technology over single-mode fiber-optic cable. The Design-Build Team shall install Ethernet edge switches (provided and configured by NCDOT) and related equipment for the ITS network/cable only.
- 1.1.11. The Design-Build Team shall furnish and install fiber-optic cable as described in the "Communications" section in this Scope of Work and as shown within the R-2829A portion of the *Complete 540 Phase 2 ITS and AET Concept Plans* dated July 13, 2023 provided by NCTA.
- 1.1.12. The Design-Build Team shall furnish and install fiber-optic splice/termination centers for ITS cabinets.
- 1.1.13. Refer to the *Traffic Signals and Signal Communications* Scope of Work found elsewhere in this RFP for additional ITS and fiber-optic communications requirements.

## **1.2. Coordination with Toll Systems Integrator**

- 1.2.1. The NCTA will enter into an agreement with a Toll Systems Integrator (TSI), to design, develop, install, test, and operate the roadside all electronic toll (AET) equipment for the

project. A responsibility matrix is provided below to differentiate the responsibilities of the Design-Build Team ("DBT") and the Toll Systems Integrator ("TSI"):

	Feature								
	Splice Enclosure in Splice Box	Pole or Structure(s)	Electrical Service, Power Drop Conduit & Meter Panel	Comms Drop Conduit and FO Drop Cable	Cabinet(s)	Ethernet Switch	Establish Network Communications	Furnish, Install & Locally Test Device(s)	Integration <sup>3</sup>
DMS Sites	DBT	DBT	DBT	DBT	DBT	NCDOT <sup>2</sup>	DBT	DBT	TSI
CCTV Camera Sites	DBT	DBT	DBT	DBT	DBT	NCDOT <sup>2</sup>	DBT	TSI	TSI
Microwave Vehicle Detector Sites	DBT	DBT	DBT	DBT	DBT	NCDOT <sup>2</sup>	DBT	TSI	TSI
Fiber-Optic Conduit and Cable				DBT	DBT <sup>1</sup>			DBT <sup>5</sup>	TSI
Wrong Way Detection System	TSI	DBT	TSI	DBT	TSI	TSI	TSI	TSI	TSI
AET Toll Zone	DBT	DBT	DBT	DBT <sup>4</sup>	TSI	TSI	TSI	TSI	TSI

Note 1: Hub/Splice Cabinets

Note 2: Ethernet edge and hub switches to be furnished and configured by NCDOT and installed by DBT

Note 3: Integration provides a fully functional/operational end-to-end system from the TRTMC

Note 4: TSI supplies all LAN cable at/for the toll sites (Ethernet, Multi-Mode Fiber, etc.). All toll zone conduit provided by DBT.

Note 5: DBT proofs all SMFO cable runs/fibers with OTDR

1.2.2. The NCTA will not allow any direct contact between the Design-Build Team and representatives of the TSI. No contact between the Design-Build Team and the TSI shall be allowed either by phone, e-mail or in person, without representatives of the NCTA being present. A representative from the NCTA shall be included on all correspondence between the Design-Build Team and representatives of the TSI.

## 2. PROJECT OPERATION REQUIREMENTS

### 2.1. Intermediate Contract Time #2 for Failure to Repair a Damaged ITS Fiber-optic Communications Cable and Restore Communication

The Design-Build Team shall repair all existing fiber-optic communication cables damaged during construction. The Design-Build Team shall immediately report damages to the Engineer, Division 5 Traffic Engineer, and STOC at 1-877-627-7862. The Design-Build Team shall repair all damages within 24 hours at no cost to the Department. The Design-Build Team shall bring all affected ITS fiber-optic communication cables back online within the same 24 hours. A "damaged" ITS fiber-optic communications cable is any fiber-optic communications cable that is determined damaged due to an accidental or unscheduled outage event.

**Liquidated Damages for Intermediate Contract Time #2 for failure to repair a damaged ITS fiber-optic communications cable and restore communication within 24 hours are \$500.00 per hour or any portion thereof.**

### 2.2. Intermediate Contract Time #3 and #4 for Failure to Reestablish ITS Fiber-optic Communications After a Planned Disruption

During construction, the Design-Build Team shall coordinate any planned disruption in ITS fiber-optic communications with the Engineer and the STOC. The Design-Build Team shall notify the Engineer, Division 5 Division Traffic Engineer, and the STOC a minimum of seven days prior to all proposed disruptions in service. A minimum of 21 days prior to any planned disruption in ITS fiber-optic communications, the Design-Build Team shall develop and provide a plan for the Department's approval that defines 1) an anticipated disruption timeframe and 2) a plan of action for reestablishing ITS communications within 72-hours.

**Liquidated Damages for Intermediate Contract Time #3 for failure to reestablish ITS fiber-optic communications within 72 hours after a planned disruption are \$2,500.00 per day or any portion thereof.**

**Liquidated Damages for Intermediate Contract Time #4 for failure to provide a plan that defines 1) an anticipated ITS fiber-optic communications disruption timeframe and 2) a plan of action for reestablishing ITS communications a minimum of 21 days prior to a proposed disruption in service are \$5,000.00 per failure.**

### **2.3. Intermediate Contract Time #5 for Failure to Restore Communication to ITS Devices**

The Design-Build Team shall maintain communications with all permanent and temporary ITS devices integrated with the "Statewide ITS Network". If communication is lost, the Design-Build Team shall restore communication within 24 hours or provide a replacement device at no cost to the Department. If a replacement device is provided, it shall be integrated with the "Statewide ITS Network" within 24 hours.

**Liquidated Damages for Intermediate Contract Time #5 for failure to restore communication to ITS devices or provide a replacement device within 24 hours are \$500.00 per hour or any portion thereof.**

## **3. DESIGN REQUIREMENTS**

### **3.1. Communications**

- 3.1.1. Design the field-to-center communication network for Gigabit fiber-optic Ethernet technology (provided by others). For all equipment not specified herein, provide product specifications for the Department's review and approval prior to incorporation. Furnish and install all field equipment within the project limits.
- 3.1.2. On the south end of the project, terminate the new ITS and toll cables on existing interconnect centers located in a hub/splice cabinet to be constructed by the R-5777D Design-Build Team within the I-40/I-42/Toll NC 540 interchange. Provide jumpers for all fibers of the new ITS and toll cables to connect to the corresponding fibers of the respective existing ITS and toll cables, or to the routing switch in the cabinet. Install jumpers as directed by NCTA.

- 3.1.3. On the north end of the project, terminate the new ITS and toll cables on interconnect centers located in a hub/splice cabinet (constructed by this project) near the breakpoint between the R-2829A and R-2829B projects.
- 3.1.4. Relocate existing fiber-optic cable impacted by the construction of the project. Certain impacts include, but are not limited to, the existing NCDOT fiber-optic cable exist along SR 2700 (White Oak Road) and US 70. Communications to the traffic signals and cameras served by this fiber shall be maintained for the duration of the project. The Design-Build Team is cautioned that other NCDOT fiber may exist within the project limits.
- 3.1.5. The Design-Build Team shall generate splice plans and migration details for interfering with existing fiber for the Department's review and approval prior to beginning construction if such interference is projected to occur.
- 3.1.6. Furnish and install new hub/splice equipment cabinets as defined in the *Communications Hardware* Project Special Provision found elsewhere in this RFP. Install new electrical service equipment at all new hub/splice cabinet locations, unless the location is shared with other ITS devices requiring power service.
- 3.1.7. In each toll zone vault, install a 19" computer equipment rack for terminating the toll system cable and both ITS cables (and ITS drop cable fiber, if applicable). (Reference the *Communications Hardware* Project Special Provision found elsewhere in this RFP) Install six interconnect centers in the rack accommodating at least 144 fibers each; see "Fiber-Optic Splice Centers" section of this Scope of Work.
- 3.1.8. For ITS device cables, jumper all fibers of the blue buffer tube to the routing switch (both directions).
- 3.1.9. For the ITS hub-to-hub cable, through-jumper all lit fibers. Coordinate with NCDOT IT to determine which fibers will be lit.

## **3.2. CCTV Camera Infrastructure**

- 3.2.1. The Design-Build Team shall strategically locate and install steel poles (50 ft. minimum height) at six (6) new CCTV camera locations that provide optimum viewing and full coverage of all mainline lanes and shoulders, as well as all ramp lanes and shoulders.
- 3.2.2. At a minimum, install CCTV camera sites at general locations as shown within the R-2829A portion of the *Complete 540 Phase 2 ITS and AET Concept Plans* dated July 13, 2023.
- 3.2.3. Determine the exact location of each CCTV camera site, obtain the Engineer's written approval of the locations, and install the poles and foundations. Furnish site surveys including, but not limited to, bucket truck or drone surveys, to ensure camera coverage areas are acceptable.

- 3.2.4. Design and install poles and foundations as defined in the *CCTV Camera and MVD Metal Pole* Project Special Provision found elsewhere in this RFP. Provide lowering devices for all CCTV camera poles.
- 3.2.5. Install new electrical service equipment at all new CCTV locations. Comply with the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Standard Specifications, the Project Special Provisions, and all local ordinances.
- 3.2.6. Furnish and install new Type 336A equipment cabinets mounted on the pole as defined in the *CCTV Camera Equipment Infrastructure* Project Special Provision found elsewhere in this RFP. Install the following minimum equipment in each CCTV equipment cabinet:
- Power equipment including power supplies, circuit breakers, surge protectors, and other related materials.
  - Ethernet edge switch (provided by others)
  - Fiber-Optic interconnect center
  - UPS with network card

### **3.3. Microwave Vehicle Detection Infrastructure**

- 3.3.1. The Design-Build Team shall locate and install steel poles (20' minimum height) for the 22 MVD locations (5 mainline sites and 14 ramp sites) shown within the R-2829A portion of the *Complete 540 Phase 2 ITS and AET Concept Plans* dated July 13, 2023.
- 3.3.2. A single MVD sensor may be used to detect multiple traffic movements if the installation conforms to the manufacturer's recommendations, and as approved by NCTA.
- 3.3.3. Refer to the *NCTA ITS Standard Details* dated March 17, 2022, for guidelines on the exact placement of MVD sites, obtain the Engineer's written approval of the locations, and install the poles and foundations.
- 3.3.4. Design and install poles and foundations as defined in the *CCTV Camera and MVD Metal Pole* Project Special Provision found elsewhere in this RFP.
- 3.3.5. Install new electrical service equipment at all new MVD locations, with the following exceptions:
- Mainline sites require electrical service to only one side of the road (the sensor on the other side of the road can be assumed to be interconnected with serial cable provided by others).
  - Ramp MVD sites in the same quadrant of an interchange can be assumed to share electrical service (i.e., they will be interconnected with serial cable provided by others).
- 3.3.6. Furnish and install new equipment cabinets as defined in the *Microwave Vehicle Detection Infrastructure* Project Special Provision found elsewhere in this RFP. Comply

with the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Standard Specifications, the Project Special Provisions, and all local ordinances.

3.3.7. Install the following minimum equipment in each MVD master equipment cabinet:

- Power equipment including power supplies, circuit breakers, surge protectors, and other related materials.
- Ethernet edge switch (provided by NCDOT)
- Fiber-Optic interconnect center

### 3.4. Dynamic Message Signs

3.4.1. Furnish and install new DMS and associated equipment as defined in the *Dynamic Message Sign* Project Special Provision found elsewhere in this RFP. The DMSs installed on this project shall be:

- Type A: Color 20mm pixel pitch walk-in DMS mounted on butterfly structure
- Type B: Color 20mm pixel pitch toll gantry-mounted front-access DMS

3.4.2. Locate the three DMSs as shown within the R-2829A portion of the *Complete 540 Phase 2 ITS and AET Concept Plans* dated July 13, 2023 and the *R-2829A Signing Schematic* dated September 1, 2023.

3.4.3. DMS located on toll gantries shall be centered over the travel lanes constructed by the Design-Build Team.

3.4.4. Install a new electrical service equipment at all new DMS locations. Comply with the National Electrical Code (NEC), the National Electrical Safety Code (NESC), the Standard Specifications, the Project Special Provisions, and all local ordinances.

3.4.5. The Type B DMS shall be toll gantry-mounted in accordance with the *NCTA ITS Standard Details* dated March 17, 2022. Type B DMS shall receive electrical service from the toll site vault.

3.4.6. Install the following minimum equipment in each DMS equipment cabinet:

- DMS controller
- UPS and power equipment including power supplies, circuit breakers, surge protectors, and other related materials.

3.4.7. Perform all work in accordance with the *Dynamic Message Sign* Project Special Provision found elsewhere in this RFP, the 2018 NCDOT *Standard Specifications for Roads and Structures*, the 2018 NCDOT *Roadway Standard Drawings* and the *NCTA ITS Standard Details* dated March 17, 2022.

### 3.5. Wrong-Way Driver Notification Signs Infrastructure

- 3.5.1. Install conduit, junction boxes and Type III Pedestals at locations as per Sheets W-2, W-3A and W-3B of the *NCTA ITS Standard Details* dated March 17, 2022. Type III Pedestals shall be in accordance with Sections 1098-14 and 1743 of the 2018 NCDOT *Standard Specifications for Roads and Structures*, as updated by the NCDOT *Signals and Intelligent Transportation Systems Project Special Provisions*, version 18.8.
- 3.5.2. Install conduit, junction boxes and fiber-optic cable in the vicinity of ramps as shown within the R-2829A portion of the *Complete 540 Phase 2 ITS and AET Concept Plans* dated July 13, 2023. Fiber-optic cable for ramp sites (6-fiber count minimum) shall be coiled and stored unterminated at the terminal junction box.

### 3.6. Conduit

- 3.6.1. Furnish and install four (4) 1.25-inch trunkline conduits (for NCDOT/NCTA communication) and one (1) approximately 2-inch outer-duct conduit containing four approximately 10mm inner ducts/multi cells (for commercialization) and all necessary hardware, including embedded tracer wire by plowing, trenching, or directional drilling in accordance with Sections 1715 and 1733 of the 2018 NCDOT *Standard Specifications for Roads and Structures* for installing the fiber-optic communications cable. Trunkline conduit shall not be placed in the median or under the roadway, (travel lanes and paved shoulders), except for lateral transverse crossings, unless noted elsewhere in this Scope of Work or approved by the Engineer. ITS fiber/conduit attachments to structures will not be allowed.
- 3.6.2. The four 1.25-inch conduits shall be blue, white, orange, and black.
- 3.6.3. The 2-inch outer-duct conduit shall be green.
- 3.6.4. Route trunkline conduit up ramps at interchanges as shown on the *Complete 540 Phase 2 ITS and AET Concept Plans* dated July 13, 2023.
- 3.6.5. Install a minimum of one (1) 2-inch conduit (two (2) conduits if passing under a roadway) for drop cables from the trunkline to the ITS device or signal cabinet. Drop cable conduits shall be white.
- 3.6.6. Design and construct the conduit network to tie into an existing hub cabinet constructed by the R-5777D project located within the I-40/I-42/Toll NC 540 interchange. Design and construct the conduit network to tie into the trunkline conduit to be constructed by the R-2829B Design-Build Team at a hub/splice cabinet located near the breakpoint between the R-2829A and R-2829B projects.
- 3.6.7. Furnish and install one (1) 2-inch gray conduit (for electrical service) and all necessary hardware by trenching or directional drilling in accordance with Section 1715 of the 2018 NCDOT *Standard Specifications for Roads and Structures* for installing the power service to the ITS devices. Conduit shall not be placed in the median or under the

roadway (travel lanes and paved shoulders), except for lateral traverse crossings. (Reference the Electrical Service Section below)

- 3.6.8. The Design-Build Team shall provide 811 services for newly constructed infrastructure until NCDOT has accepted the infrastructure.

### **3.7. Delineator Markers**

- 3.7.1. Furnish and install delineator markers with all necessary hardware in accordance with Sections 1098-13 and 1733 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.
- 3.7.2. Place delineator markers at every fiber-optic splice and fiber-optic junction box location on -Y- Lines. Do not place delineator markers along the Toll NC 540 fiber-optic trunkline.
- 3.7.3. Provide text, including the NCTA contact number that is hot stamped in black on a yellow background material that will not fade or deteriorate over time. Provide delineator markers with a nominal message height of 15 inches and that contain the following text visible from all directions approaching the assembly:

**WARNING  
NCTA FIBER-OPTIC CABLE  
BEFORE EXCAVATING OR  
IN AN EMERGENCY  
CALL: (919) 825-2700**

- 3.7.4. Install delineator markers using a method that securely anchors the delineator marker in the ground to prohibit twisting and easy removal.

### **3.8. Junction Boxes**

- 3.8.1. Furnish and install junction boxes (pull boxes) for electrical services and fiber installation with all necessary hardware in accordance with the *Junction Boxes (Limited Access Facilities)* Project Special Provision found elsewhere in this RFP.
- 3.8.2. At -Y- Line ramp terminals, break out the green conduit and place it in a second special oversized junction box on one side of the -Y- Line. Mark this junction box with a green plastic disc similar in size and material to those used at other such boxes on NCTA facilities. Do not place a concrete collar around this additional box.
- 3.8.3. Furnish and install AET toll zone loop splice boxes with all necessary hardware in accordance with Article 1098-5 and Section 1716 of the 2018 NCDOT *Standard Specifications for Roads and Structures*. Provide junction boxes with minimum inside dimensions of 36"(l) x 17"(w) x 30"(d) for splicing of toll system loops.



- 3.8.4. Provide larger (maximum outside dimensions of 48"(l) x 30"(w) x 24"(d)) custom junction boxes at AET Toll Zones that meet or exceed the Tier 15 requirements of ANSI/SCTE 77. Provide certification that testing methods are compliant with ANSI/SCTE 77.
- 3.8.5. Install loop splice boxes and custom junction boxes as detailed in the *NCTA AET Standard Drawings* dated February 15, 2023.

### **3.9. Fiber-Optic Cable/Drop Cable**

Furnish and install two 144-single mode fiber-optic communications cable (one for ITS device drops, one for tolls network), one 96-fiber single mode fiber-optic communications cable (for ITS hub-to-hub communications), drop cable assemblies, and all necessary hardware to all new ITS devices/locations within the project limits in accordance with Section 1098-10 of the 2018 NCDOT *Standard Specifications for Roads and Structures* and as per the *Complete 540 Phase 2 ITS and AET Concept Plans* dated July 13, 2023. Furnish and install new 12-fiber drop cables to all device equipment cabinets installed by this project.

### **3.10. Fiber-Optic Splice Centers**

- 3.10.1. Furnish and install fiber-optic splice enclosures and all necessary hardware where required to join fiber-optic cables. Comply with Section 1731 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.
- 3.10.2. Modify existing splice enclosures impacted by the project if necessary. Obtain approval from NCDOT and NCTA (as appropriate) prior to entering any existing splice enclosures.
- 3.10.3. Within enclosures, provide the necessary number of hinged mountable splice trays to store the number of splices required, plus the capacity to house twelve (12) additional splices. Provide a fiber containment basket for storage of loose buffer tubes that are expressed through the enclosure. Ensure enclosures allow sufficient space to prevent damage of the buffer tubes when coiled.

### **3.11. Wood Poles**

- 3.11.1. In accordance with Section 1720 of the 2018 NCDOT *Standard Specifications for Roads and Structures*, furnish and install wood poles, with all necessary grounding systems and hardware necessary. Provide wood poles sized as necessary for the intended application.
- Use 40-foot Class 4 wood poles for approved applications.
  - Use 6" x 6" x 8' treated wood posts for underground electrical service structures.

- 3.11.2. In accordance with Section 1720 of the 2018 NCDOT *Standard Specifications for Roads and Structures*, furnish and install related items of work including, but not limited to, risers with weatherheads and all necessary hardware.

### **3.12. Electrical Service**

- 3.12.1. Furnish and install new electrical services rated 200 Amps for underground service, 240/120 VAC service drops for the each new ITS device. No overhead electrical service will be allowed. Furnish and install related items of work including, but not limited to, junction boxes, combination panels, with all necessary hardware in accordance with Section 1700 of the 2018 NCDOT *Standard Specifications for Roads and Structures*. Reference the *Utilities Coordination Scope of Work* found elsewhere in the RFP for additional coordination/approval requirements and payment responsibilities. Reference the *Electrical Service for ITS Devices* Project Special Provision found elsewhere in this RFP. ITS devices in close proximity to AET toll zones shall be powered by the electrical service at those toll zones.
- 3.12.2. Multiple ITS devices may share a common electrical service; however, devices without a dedicated meter generally will require a safety disconnect. ITS devices shall not share an electrical service with a traffic signal.
- 3.12.3. To the maximum extent practicable, locate power meters for ITS devices close to -Y- Lines, to facilitate access from the -Y- Line rather than the mainline.
- 3.12.4. Solar power assemblies will not be allowed.

### **3.13. Local Area Network**

Install new local area network (LAN) equipment. Ethernet hub and edge switches will be furnished and configured by NCDOT. (Reference the *Communications Hardware* Project Special Provision found elsewhere in this RFP) Conform to the NCDOT and NC Statewide IT Policies and Standards as described at <http://it.nc.gov/statewide-resources/policies>.

### **3.14. Other Codes and Standards**

All ITS materials shall conform to the latest version of the applicable standards of the National Electrical Code (NEC), National Electric Manufacturer's Association (NEMA), the Underwriters' Laboratories, Inc. (UL), the Electronic Industries Association (EIA), the International Municipal Signal Association (IMSA), and the National Electrical Safety Code (NESC). All materials and workmanship must conform to the requirements of the NESC, standards of the American Society for Testing and Materials (ASTM); American National Standards Institute (ANSI). Comply with all federal laws, state laws, and city codes in accordance with the 2018 NCDOT *Standard Specifications for Roads and Structures*.

### **3.15. Submittals**

Submit a set of 60% preliminary plans, 90% unsealed set of project plans, including specifications for materials, catalog cuts, and installation and testing requirements for review. Upon acceptance by the Department, provide a 100% set of sealed plans and specifications to the Department. No construction of the ITS devices and/or communications cable shall begin until the Department has accepted the 100% plans and specifications.

### **3.16. Qualified Products List**

Submit a list of items on the NCDOT 2018 Qualified Products List (QPL) to receive approval for use on the project. Catalog cuts will not be required for items on the QPL. The QPL website is:

**<https://connect.ncdot.gov/resources/safety/Pages/default.aspx>**

For any equipment not on the QPL, the Design-Build Team shall provide product specifications and special provisions, as necessary, for the Department's review and acceptance prior to incorporation.

## **4. MAINTENANCE, DOCUMENTATION, AND TESTING**

### **4.1. Maintenance and Repair Requirements**

The Design-Build Team shall maintain and repair all ITS components within the project limits including, but not limited to, ITS devices, ITS conduit system, and all related ITS components, from the beginning of construction until the final acceptance of the project by the NCDOT. After acceptance of the project, the Design-Build Team shall be responsible for repairing the system due to faulty materials or workmanship in accordance with the *Three Year Guarantee* Project Special Provision found elsewhere in this RFP, or longer if the Design-Build extends the aforementioned warranty period.

### **4.2. Plan of Record Documentation**

Prepare and submit to the Department Plan of Record (POR) documentation that depicts the conduit and ITS device locations. Submit final POR documentation in electronic and hard copy format for Department approval. Provide electronic plans in MicroStation (latest release in use by the Department) format. Submit hard copy documentation on 22 x 34-inch plan sheets. POR documentation shall include the final location and depth of conduits (including maximum depth of all bores), wiring external to the cabinets, locations of splice enclosures, junction box locations, and Single Mode Fiber-Optic (SMFO) cable terminations. Include in the POR documentation real world coordinates for all ITS devices, splice enclosures, junction boxes, and equipment cabinets installed or utilized under this project. Provide the coordinates in feet units using the North Carolina State Plane coordinate system (1983 North American Datum also known as NAD '83). Furnish coordinates that do not deviate more than 1.7 feet in the horizontal plane and 3.3 feet in the vertical plane. Global positioning system (GPS) equipment able to obtain the coordinate data within these tolerances may be used. All POR documentation

described above shall be provided to the Engineer and the NCDOT ITS & Signals Management Section.

#### **4.3. Testing**

- 4.3.1. Develop test plans and procedures for the new DMS and all associated components and submit to the Engineer for review and approval. Upon completion of the DMS installations, conduct unit tests according to the approved test plan and procedures. Provide all necessary test equipment.
- 4.3.2. Test fiber-optic cable as per Section 1731 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.
- 4.3.3. Reference the *Testing & Acceptance* Project Special Provision found elsewhere in this RFP.
- 4.3.4. After successful completion of all unit tests, submit the test reports along with the record of repairs and part replacements to the Engineer. In case of failures and substandard performance, the Design-Build Team shall identify the cause, repair, or replace the faulty parts and components, and repeat the test. If the problem persists, the entire unit causing the problem shall be replaced prior to retest.

**LIGHTING SCOPE OF WORK**

(3-8-23)

**1. GENERAL****1.1. General Scope**

- 1.1.1. The Design-Build Team shall provide and install roadway lighting equipment and materials, in accordance with the Final Lighting Plans provided by the Department, Division 14 of the 2018 NCDOT *Standard Specifications for Roads and Structures*, and the *Roadway Standard Drawings*, except as amended below. Prior to the Technical Proposal submittal date, the NCDOT will provide the Preliminary Lighting Plans. The Department will finalize the lighting design based upon the Design-Build Team's Release for Construction (RFC) Roadway Plans.
- 1.1.2. The Design-Build Team shall include all costs required to construct the roadway lighting shown in the aforementioned Preliminary Lighting Plans provided by the Department in their lump sum price bid for the entire project. The Department will only compensate the Design-Build Team for additional lighting construction costs that result from design revisions 1) incorporated at the Department's discretion and/or 2) that result from errors or omissions in the Department's Preliminary Lighting Plans. The Design-Build Team shall be solely responsible for all additional lighting construction costs that result from design revisions incorporated at the Design-Build Team's discretion.
- 1.1.3. If any design revision including, but not limited to, those incorporated at the Department's discretion, those incorporated at the Design-Build Team's discretion and/or those incorporated due to errors or omissions in the Department's Preliminary Lighting Plans, results in the removal and/or reduction of lighting equipment from the Preliminary Lighting Plans provided by the Department, all costs associated with the removal and/or reduction of lighting equipment shall be deducted from monies due the Design-Build Team.
- 1.1.4. Reference the *Transportation Management* Scope of Work found elsewhere in this RFP for time restrictions and lane closure requirements.
- 1.1.5. Reference the *Lighting* Project Special Provision found elsewhere in this RFP for additional requirements.
- 1.1.6. Reference to the *Utilities Coordination Scope of Work* found elsewhere in this RFP for additional electrical service coordination requirements.

**1.2. Lighting Design**

After the RFC Roadway Plans have been accepted by the Department, the Design-Build Team shall submit MicroStation files of the RFC Roadway Plans for the Department to complete the lighting design. The Design-Build Team shall allow the Department 20 business days after this submittal to update and finalize the lighting design.

### **1.3. Material Submittals**

The Design-Build Team shall allow ten business days for Department review of each submittal for all materials including poles and foundation designs. An additional ten business days shall be required for pole submittals from vendors that do not commonly do business with the Department.

## **2. MAINTENANCE**

Throughout construction, the Design-Build Team shall assume responsibility for routine maintenance of the newly installed lighting system(s) in accordance with Division 14 of the 2018 NCDOT *Standard Specifications for Roads and Structures*, except as amended below.

- NCDOT will assume maintenance responsibility for the completed lighting systems after the project is accepted, and there is no chance of construction-related damage.
- The Design-Build Team shall replace any newly installed non-functional lighting system components within the project limits. All luminaires must be fully operational at project acceptance.

## **3. ORT/AET LIGHTING**

All toll facility lighting shall be powered from the building/vault power system. Provide, furnish, and install a photocell for each luminaire installed at the parking/service areas.

## **4. EXISTING LIGHTING**

The Design-Build Team shall take care to avoid the existing lighting installed at the I-40/I-42/Toll NC 540 interchange. The lighting at this interchange has been designed and installed such that it should not be in conflict with construction. The Design-Build Team shall locate and mark all duct and circuitry crossings and all junction box locations where construction may occur. Any component of the existing lighting system that is damaged by the Design-Build Team shall be replaced or repaired to the satisfaction of the Department at no additional cost.

**PAVEMENT MANAGEMENT SCOPE OF WORK**

(5-15-23)

**1. MAINLINE PAVEMENT DESIGNS AT SOUTH END OF PROJECT**

The Design-Build Team shall choose one of the pavement designs in Table 1 for the mainline travel lanes, median paved shoulders, and outside paved shoulders from the R-2828 pavement limits (Station 893+00.00 -L- eastbound and Station 942+40.88 westbound) to the southern approach slabs of the dual bridges on Toll NC 540 over Bushy Branch (tributary to Swift Creek) near Station 972+50 -L-.

**Table 1**

Lines	Travel Lanes	Median Paved Shoulder and Outside Paved Shoulder
Mainline	12.0" Doweled Jointed Concrete Nonwoven Geotextile Drainage Interlayer 1.25" S9.5B Subgrade Stabilization	12.0" Undoweled Jointed Concrete 1.25" S9.5B Subgrade Stabilization
Mainline	12.0" Doweled Jointed Concrete Nonwoven Geotextile Drainage Interlayer 1.25" S9.5B Subgrade Stabilization	9.0" Roller Compacted Concrete Variable Depth ABC (4.25" Minimum) Subgrade Stabilization

**2. MAINLINE PAVEMENT ALTERNATES**

The Design-Build Team shall choose one of the following pavement designs for the mainline travel lanes, median paved shoulders, and outside paved shoulders from the northern approach slabs of the dual bridges on Toll NC 540 over Bushy Branch (tributary to Swift Creek) near Station 977+50 -L- to the northern project limits. The Design-Build Team shall specify the pavement alternate chosen in the Technical Proposal.

**2.1. Alternate 1 – Concrete Pavement with Tied Concrete Shoulders**

2.1.1. The travel lane pavement design for **Alternate 1** shall consist of the following:

12.5" Doweled Jointed Concrete  
Nonwoven Geotextile Drainage Interlayer  
1.25" S9.5B  
Subgrade Stabilization

- 2.1.2. The median paved shoulder and outside paved shoulder pavement design for **Alternate 1** shall consist of the following:

12.5" Undoweled Jointed Concrete

1.25" S9.5B

Subgrade Stabilization

**2.2. Alternate 2 – Concrete Pavement with Roller Compacted Concrete Shoulders**

- 2.2.1. The travel lane pavement design for **Alternate 2** shall consist of the following:

12.5" Doweled Jointed Concrete

Nonwoven Geotextile Drainage Interlayer

1.25" S9.5B

Subgrade Stabilization

- 2.2.2. For each direction of travel, the outside travel lane concrete pavement structure shall be increased by 1.0-feet to a width of 13 feet while maintaining a 12-foot striped lane.

- 2.2.3. The pavement design for the median paved shoulder and the outside paved shoulder for **Alternate 2** shall consist of the following:

9.0" Roller Compacted Concrete

Variable Depth ABC (4.75" Minimum)

Subgrade Stabilization

- 2.2.4. The Design-Build Team shall utilize personnel or a subcontractor that 1) has a minimum 5 years of experience in placing RCC and 2) has performed a minimum of 12 lane miles of RCC shoulder construction on an interstate highway project(s) with quality results and smooth texture appearance. The Design-Build Team shall clearly detail the qualifications and experience of the personnel or subcontractor that will construct the RCC pavement in their Technical Proposal, along with examples and quality results of the interstate RCC shoulder construction previously performed by the personnel or subcontractor. In addition, a RCC industry representative, with specific expertise in RCC highway shoulder application, shall be on site during the placement operations and shall attest to the quality of the product and smoothness.

- 2.2.5. For RCC requirements, see *Roller Compacted Concrete Project Special Provision* found elsewhere in this RFP.



**2.3. Alternate 3 – Asphalt Pavement (Full Depth Asphalt)**

2.3.1. The travel lane pavement design for **Alternate 3** shall consist of the following:

3.0" S9.5D  
4.0" I19.0C  
8.5" B25.0C  
Subgrade Stabilization

2.3.2. The pavement design for the median paved shoulders and outside paved shoulders for **Alternate 3** shall consist of the following:

3.0" S9.5C  
4.0" I19.0C  
8.5" B25.0C  
Subgrade Stabilization

**2.4. Alternate 4 – Asphalt Pavement with Aggregate Base Course**

2.4.1. The travel lane pavement design for **Alternate 4** shall consist of the following:

3.0" S9.5D  
4.0" I19.0C  
5.0" B25.0C  
8.0" ABC  
Subgrade Stabilization

2.4.2. The pavement design for the median paved shoulders and outside paved shoulders for **Alternate 4** shall consist of the following:

3.0" S9.5C  
4.0" I19.0C  
5.0" B25.0C  
8.0" ABC  
Subgrade Stabilization

### **3. OTHER MAINLINE PAVEMENT REQUIREMENTS**

#### **3.1. Requirements Specific to 1) Mainline Alternates 1 and 2 and 2) Mainline Pavement Designs at South End of Project**

- 3.1.1. The Nonwoven Geotextile Drainage Layer shall be in accordance with Section 724 of the 2018 NCDOT *Standard Specifications for Roads and Structures*. The Nonwoven Geotextile Drainage Interlayer and the S9.5B layer shall extend to the shoulder drains.
- 3.1.2. The transverse joints shall be uniformly spaced 15 feet apart.
- 3.1.3. The median and outside paved shoulders shall have transverse joints matching the adjacent travel lane pavement.
- 3.1.4. The Design-Build Team shall diamond grind new concrete pavement in accordance with the *Diamond Grinding Concrete Pavement* Project Special Provision found elsewhere in this RFP.

#### **3.2. Requirements for 1) All Mainline Alternates and 2) Mainline Pavement Designs at South End of Project**

- 3.2.1. All longitudinal joints shall be located on a lane line. Solely to shift a longitudinal joint to another lane line, a maximum 900-foot transition will be allowed. The Design-Build Team shall indicate in the Technical Proposal how longitudinal joints will be located on a lane line.
- 3.2.2. Chemical stabilization shall be to a minimum depth of 8 inches for lime and 7 inches for cement. The type of subgrade stabilization and the amount of stabilizing agent shall be determined in accordance with the *Cement and Lime Stabilization of Sub-grade Soils* Project Special Provision found elsewhere in this RFP. Only one type of chemical stabilization shall be used across the full typical section width, in a given direction, and shall be used for a minimum 1000-foot length.
- 3.2.3. The requirements contained in Sections 4.2.9., 4.2.11., 4.2.13. and 4.2.15. in this Scope of Work also apply to the mainline.
- 3.2.4. For additional geotextile requirements, reference the *Geotechnical Engineering Scope of Work* found elsewhere in this RFP.
- 3.2.5. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall extend the selected pavement alternate full depth shoulder 1) from the edge of all paved shoulders to the face of all single face barrier/guardrail, 2) from the edge of all paved shoulders to the edge of all expressway/shoulder berm gutter, 3) from the edge of all paved shoulders to the face of proposed vertical abutments, and 4) from the edge of all paved shoulders to the face of proposed retaining walls and sound barrier walls located on the outside shoulder.

### **3.3. Shoulder Drains**

- 3.3.1. Excluding the high side of superelevated sections, the Design-Build Team shall design and construct continuous median and outside shoulder drains and outlets for the mainline concrete pavement alternates.
- 3.3.2. Excluding the high side of superelevated sections, the Design-Build Team shall design and construct median and outside shoulder drains and outlets at the locations noted below for the mainline asphalt pavement alternates:
- Throughout crest vertical curves located in cut sections
  - Throughout all sag vertical curves
  - Where the grade is less than 1%
- 3.3.3. Where installed on the outside shoulder, outlets shall be provided approximately every 300 feet. Where installed on the median shoulder, outlet locations shall not exceed 500 feet, and all outlets shall be located at drainage structures. Shoulder drains shall be placed to drain the entire pavement structure. The shoulder drain design and outlet locations shall be submitted to NCTA for review and acceptance.
- 3.3.4. After completion of the shoulder drain installation and mainline paving but before shoulder paving, the Design-Build Team shall perform a review of the completed shoulder drain. Document the review by a written report and video recording and furnish both to the Engineer. Video equipment shall satisfy the following requirements:
- Use a high resolution, high sensitivity, waterproof video camera that is capable of inspecting pipes from three inches to six inches in diameter in a wet environment.
  - The camera must be capable of negotiating a ninety-degree bend in smooth bore or corrugated pipe.
  - Sufficient lighting must be provided to provide a clear picture of the entire periphery of the pipe.
  - Maintain the camera in the center of the pipe during all inspections.
  - Equip the system with a video monitor capable of allowing live viewing of the inspection.
  - Use a system that will display and record the date, line identification and footage. The system shall also record the distance traversed by the camera to within 0.5 feet.
  - Use a system that is capable of performing inspections of up to 300 linear feet of lateral drains (excluding outlets).
- 3.3.5. All outlets and outlet treatments in a run must be completely installed before beginning the shoulder drain inspection.

- 3.3.6. Any obstruction that prohibits this inspection and/or the proper function of the shoulder drain shall be removed by a method acceptable to the Engineer. Any shoulder drain that is determined to be damaged, non-functional, or not reasonably close to the established line and/or grade shall be removed and replaced at no expense to NCTA.
- 3.3.7. Any traffic control necessary to accomplish this review shall be the responsibility of the Design-Build Team. Any line that requires repair and/or replacement shall be re-inspected before final acceptance to ensure proper function. There will be no consideration for additional compensation or time for inspecting, repairing and/or replacing shoulder drains.

### **3.4. All Electronic Tolling Gantry Locations**

For specific pavement design and construction requirements in the immediate vicinity of toll gantries, reference the *All-Electronic Tolling Toll Zone Infrastructure Scope of Work* found elsewhere in this RFP.

## 4. OTHER PAVEMENT

### 4.1. Other Pavement Designs

4.1.1. Other pavement designs for this project are provided in Table 2 below:

**Table 2**

<b>Lines</b>	<b>Surface</b>	<b>Intermediate</b>	<b>Base</b>	<b>ABC</b>	<b>Subgrade Stabilization</b>
-Y22RPA-, -Y22RPAFLY-, -Y22LPC-, -Y22RPD-, - Y22RPE-	3.0" S9.5D	4.0" I19.0C	-	8"	Yes
-Y23R- (SR 2700, White Oak Road)	3.0" S9.5C	4.0" I19.0C	4.0" B25.0C	-	No
-Y23LPB-, -Y23LPC-, -Y23RPB-, -Y23RPC-	3.0" S9.5D	4.0" I19.0C	3.0" B25.0C	-	Yes
-Y22CR-, -Y23AR-, -Y23DR-, -Y23E-, -Y23G-, -Y23H-	3.0" S9.5B	-	-	8"*	No
-Y23BR-, -Y23CR-	3.0" S9.5B	2.5" I19.0C	-	8"	No
-Y23FR-				8"	No
-Y24LPAR-, -Y24LPCR-, -Y24RPC-, -Y24RPAR-, -Y24RPBR-, -Y24RPDR-	3.0" S9.5D	4.0" I19.0C	3.0" B25.0C	-	Yes
-Y24R- (US 70)	3.0" S9.5C	4.0" I19.0C	8.0" B25.0C	-	No
-Y24A-, -Y24F-	3.0" S9.5C	-	5.5" B25.0C	-	No
-Y24B-, -Y24CR-, -Y24D-, -Y24E-	3.0" S9.5B	-	-	8"*	No
-Y26R- (SR 1004, East Garner Road)	3.0" S9.5C	2.5" I19.0C	4.0" B25.0C	-	No
-Y26_DRW1-	3.0" S9.5B	-	-	8"*	No
Service Roads, Subdivision Roads	3" S9.5B	-	-	8"*	No

\* Use prime coat at normal application rate.

- 4.1.2. When required in Table 2, subgrade stabilization shall be in accordance with Sections 3.2.2. and 3.2.4. of this Scope of Work.
- 4.1.3. For the -Y- Line, ramp, loop, service road, and subdivision road pavement designs noted in Table 2 above, the Design-Build Team may substitute an asphalt base course layer for the ABC layer or vice versa. If such an alternative is proposed, the Design-Build Team shall use B25.0C asphalt 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 unless placed directly on unstabilized subgrade. If placed directly on unstabilized subgrade, the asphalt base course shall be a minimum of 4.0" thick or half of the proposed ABC thickness specified for the roadway, whichever is greater. The thickness of the ABC layer, used as a substitute for the asphalt base layer, shall be equal to twice the proposed asphalt base layer thickness specified for the roadway. If an asphalt surface course is placed directly on the ABC layer, the Design-Build Team shall apply prime coat over the ABC layer.
- 4.1.4. The Design-Build Team shall maintain the same pavement design throughout the -Y- Line, ramp, loop, service road, and subdivision road construction limits. In the Technical Proposal, the Design-Build Team shall specify the base option chosen (ABC or asphalt) for all -Y- Lines, ramps, loops, service roads, and subdivision roads. The Design-Build Team may substitute an asphalt base course layer for an ABC layer, as described above, for tie-ins and narrow widening.
- 4.1.5. Excluding greenways/multi-use paths located on berms adjacent to curb and gutter, the pavement design for all greenways/multi-use paths shall consist of 2.0 inches S9.5B, 6.0 inches ABC, and a Soil Stabilization Geotextile Fabric or 4.0" of concrete with welded wire mesh. Construction of all multi-use paths shall be consistent with the *Greenways and Multi-Use Paths* Project Special Provision found elsewhere in this RFP. (Reference the *Roadway Scope of Work* found elsewhere in this RFP)

## **4.2. Other Pavement Requirements**

- 4.2.1. For the -Y- Line, ramp, loop, service road, and subdivision road pavement designs noted in Table 2 above, the Design-Build Team shall resurface the existing pavement (travel lanes and shoulders) with a minimum pavement depth that equals the full thickness of the surface course as provided in Table 2 above unless noted otherwise elsewhere in this RFP. For gaps in construction, that are uniformly overlaid, along the -Y- Lines, ramps, loops, service roads, and subdivision roads noted in Table 2 above, the Design-Build Team shall uniformly overlay the existing pavement (travel lanes and shoulders) with a minimum pavement depth that equals the full thickness of the surface course as provided in Table 2. (Reference the *Roadway Scope of Work* found elsewhere in this RFP)
- 4.2.2. Throughout the construction limits, of the -Y- Lines, ramps, loops, service roads, and subdivision roads shown in Table 2, that consist solely of pavement marking obliterations and/or revisions, the Design-Build Team shall uniformly overlay the existing pavement (travel lanes and shoulders) with a minimum pavement depth that equals half the full thickness of the surface course as provided in Table 2 above. At project completion, no

pavement marking obliterations and/or revisions (grind marks, etc.) shall be visible on asphalt surfaces, including but not limited to within construction limits that consist solely of pavement obliterations and/or revisions.

- 4.2.3. On all ramps and loops, the adjacent through lane pavement design shall extend to the back of the gore (12-foot width).
- 4.2.4. The Design-Build Team shall construct all asphalt pavement widening such that the longitudinal joints of adjacent pavement layers are offset a minimum of six inches. The Design-Build Team shall include bench milling and any other adjustments to the existing pavement that may be necessary to meet the required minimum six-inch longitudinal joint offset in the lump sum price bid for the entire project. The Design-Build Team shall provide details in the plans developed by the Design-Build Team to illustrate all bench milling and pavement adjustments required to obtain the minimum six-inch longitudinal joint offset. Unless otherwise approved by the Engineer, in writing, longitudinal joints of all surface course layers shall not be located in the final traffic pattern wheel path. If applicable, the Design-Build Team shall indicate in the Technical Proposal where all underlying longitudinal joints will be located and demonstrate how the underlying longitudinal joint location will minimize reflective cracking.
- 4.2.5. All longitudinal joints on concrete pavement shall be located on a lane line. Solely to shift a longitudinal joint to another lane line, a maximum 900-foot transition will be allowed. The Design-Build Team shall indicate in the Technical Proposal how longitudinal joints will be located on a lane line.
- 4.2.6. Unless noted otherwise elsewhere in this RFP, the minimum widened width shall be eight feet. The minimum 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 NCTA written approval. Tapers that tie proposed pavement to existing pavement are excluded from the narrow widening requirements noted above.
- 4.2.7. In areas where the existing -Y- Line or ramp 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 and base 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 Design-Build Unit for review and acceptance or rejection.
- 4.2.8. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall extend the full depth pavement 1) from the edge of all paved shoulders to the face of all single face barrier/guardrail, 2) from the edge of all paved shoulders to the edge of all expressway/shoulder berm gutter and curb and gutter, and 3) from the edge of all paved shoulders to the face of proposed retaining walls and sound barrier walls located on the outside shoulder. Along ramps, the Design-Build Team shall provide a continuous paved

shoulder width between segments of single face concrete barrier and/or guardrail when the segments are less than 800 feet apart.

- 4.2.9. In accordance with the NCDOT Roadway Standard Drawing No. 862.01, Sheet 2 of 11, 1) the Design-Build Team will not be required to pave to the face of guardrail protecting median sign supports; and 2) the special layer of pavement shall consist of 1.5" S9.5C and 6" ABC - prime coat will not be required.
- 4.2.10. When a uniform overlay or resurfacing grade ties to an existing curb, bridge and/or pavement, the Design-Build Team shall perform incidental milling such that the new pavement ties flush with the existing feature(s). In superelevated sections of facilities with existing curb on both sides of the typical section, the Design Build Team shall uniformly mill the entire pavement width to a depth that equals the required surface layer pavement thickness noted above. When tying to the aforementioned feature(s), the Design-Build Team shall not reduce the minimum required surface layer pavement thickness noted above. At existing pavement ties at bridges and the beginning/end of construction, the Design-Build Team shall perform incidental milling for a minimum distance of 37.5 feet per surface course layer. To tie into existing curb and gutter, The Design-Build Team shall perform incidental milling for a minimum of six feet. The Design-Build Team shall not perform incidental milling more than 72 hours prior to placement of the asphalt surface layer.
- 4.2.11. The Design-Build Team shall place a minimum of 6" of ABC (or a minimum of 4" B25.0C) under all single face barrier, expressway/shoulder berm gutter, and curb and gutter.
- 4.2.12. 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 minimum 10% grade shall be constructed with 1.5" S9.5B (or S9.5C) and 8" ABC with prime coat. 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" ABC
  - For existing asphalt driveways, use 1.5" S9.5B (or S9.5C) and 8" ABC with prime coat
  - For existing concrete driveways, use 6" jointed concrete reinforced with woven wire mesh
- 4.2.13. The Design-Build Team shall be responsible for the design of all temporary pavements and for the evaluation of existing shoulders, subgrades and roadways regarding their suitability for carrying traffic during construction, if necessary. In the event that the existing shoulders, subgrades and/or roadways are found to be inadequate for the proposed temporary traffic volumes and durations, the Design-Build Team shall be responsible for upgrading the pavement to an acceptable level. Temporary pavements shall be designed in accordance with NCDOT *Pavement Design Procedure, AASHTO 1993 Method* dated January 4, 2019, including all revisions. Temporary pavement



designs and associated calculations shall be submitted for review and acceptance using the NCTA submittal process prior to incorporation. The expected duration for traffic on temporary pavement must be included as part of the submittal.

- 4.2.14. In accordance with the NCDOT *Pavement Design Procedure - AASHTO 1993 Method* dated January 4, 2019, including all revisions, the Design-Build Team shall be responsible for the design of all permanent pavements for new alignments proposed by the Design-Build Team. Permanent pavement designs and associated calculations shall be submitted for review and acceptance using the NCTA submittal process prior to incorporation. The forecasted traffic volumes on permanent pavement must be included as part of the submittal.
- 4.2.15. The rate of application and the maximum and minimum thickness per application and layer shall be in accordance with the NCDOT *Roadway Design Manual* and 2022 NCDOT *Asphalt QMS Manual*.

## **5. ALTERNATIVE TECHNICAL CONCEPTS (ATCs)**

### **5.1. Conditions for Pavement Related ATCs**

ATCs proposing alternate pavement designs for the travel lanes and/or shoulders of the mainline and all ramps and loops, are not permitted and will not be evaluated or considered.

ATCs proposing alternative pavement designs will be permitted for the -Y- Lines, service roads, and subdivision roads, including travel lanes and shoulders, subject to the conditions outlined herein.

- 5.1.1. Pavement related ATCs shall not be submitted prior to the issuance of the Second Industry Draft RFP.
- 5.1.2. The pavement design in the ATC shall be determined using the method in the NCDOT *Pavement Design Procedure, AASHTO 1993 Method* dated January 4, 2019 including all revisions.
- 5.1.3. For all -Y- Line, service road, and subdivision road pavement designs in the ATC, including travel lanes and shoulders, the minimum calculated pavement structure number (per NCDOT procedures) shall equal or exceed the calculated pavement structure number for the respective pavement design specified in this Scope of Work.

### **5.2. Process for Pavement Related ATCs**

- 5.2.1. The pavement design in the ATC shall be signed and sealed by a professional engineer that has experience in pavement design and who is registered in the State of North Carolina. The ATC submittal shall include a brief resume or description of the designer's pavement design experience.
- 5.2.2. 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 the NCTA

reserves the right to engage a recognized pavement design expert to assist with the ATC evaluations. (Reference the *Alternative Technical Concepts and Confidential Questions* Project Special Provision found elsewhere in this RFP).

**PAVEMENT MARKINGS SCOPE OF WORK**

(3-13-23)

**1. GENERAL****1.1. Final Pavement Marking Plan Requirements**

- 1.1.1. The Design-Build Team shall prepare Final Pavement Marking Plans in accordance with the information on the following websites, the version of the following references effective on the Technical Proposal submittal date, and the contract requirements contained herein:

- The Signing and Delineation Unit website

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

- Signing and Delineation Unit Procedures Manual

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

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

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

- *Manual on Uniform Traffic Control Devices (MUTCD)*

**[http://mutcd.fhwa.dot.gov/kno\\_2009r1r2.htm](http://mutcd.fhwa.dot.gov/kno_2009r1r2.htm)**

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

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

- *NCTA Design-Build Submittal Guidelines*

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

- *NCDOT Standard Specifications for Roads and Structures*

- *NCDOT Roadway Standard Drawings*

- 1.1.2. 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.

- 1.1.3. 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.
- 1.1.4. 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 on Uniform Traffic Control Devices (MUTCD)*.
- 1.1.5. If sidewalk is constructed, the Design-Build Team shall show and station all curb ramps in the Pavement Marking Plans for signalized intersections, non-signalized intersections and points of pedestrian crossings. Curb ramps shall be constructed per current ADA standards and with guidance from the 2018 NCDOT Roadway Standard Drawings. If the roadway geometry does not allow for the use of standard details, contact the NCDOT Contract Standards and Development Unit for alternate approved curb ramp designs.

## **1.2. Final Pavement Marking Project Limits**

- 1.2.1. The Design-Build Team shall install all pavement markings and markers located within and outside the project limits, resulting from the project construction. The Final Pavement Marking Plans shall address all required modifications to existing pavement markings and markers located outside the project limits to ensure appropriate tie-ins. At a minimum, the Design-Build Team shall modify existing pavement markings and markers located outside the project limits to ensure that all lanes in each direction are open to traffic including, but not limited to, to and from the adjacent R-2829B and R-2828 projects.

## **1.3. Pavement Markings, Markers and Delineation**

- 1.3.1. The Design-Build Team shall submit a complete set of Final Pavement Marking Plans that includes the -L- Line, and all -Y- Lines, ramps/loops, and service roads for review and acceptance. The Design-Build Team shall not place any final pavement markings or markers until the aforementioned Final Pavement Marking Plans are reviewed and accepted by the Department.
- 1.3.2. 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 Products List shall require written approval from the NCDOT Signing and Delineation Unit prior to incorporation.
- 1.3.3. The Design-Build Team shall install pavement markings and markers in accordance with the *2018 NCDOT Standard Specifications for Roads and Structures*, and in accordance with the manufacturer's procedures and specifications.
- 1.3.4. In accordance with the NCDOT Roadway Standard Drawing No. 1205.08, Sheet 1 of 9, and guidance found on the Signing and Delineation Unit's webpage, the Design-Build

Team shall install wrong-way ramp arrow pavement markings and markers on all exit ramps/loops.

- 1.3.5. The Design-Build Team shall install longitudinal pavement markings and pavement markers on the final surface as follows:

Road	Marking	Marker
Asphalt Surfaces	Thermoplastic with AASHTO Type IV/NCDOT Standard Bead - Double Dropped Glass Beads	Roadways <ul style="list-style-type: none"> <li>• Non-cast iron snowplowable markers on mainline, I-40, I-42, US 70, and all ramps and loops</li> <li>• Match existing on all other roadways</li> </ul>
Concrete Surfaces	Polyurea with AASHTO Type IV/NCDOT Standard Bead - Double Dropped Glass Beads	Bridge Decks <ul style="list-style-type: none"> <li>• Raised markers on mainline, I-40, I-42, US 70, and all ramp and loop bridge decks</li> <li>• Match existing on other -Y- Line bridge decks</li> </ul>

- 1.3.6. In accordance with the Black – White Combination (10' White Skip Lines/10' Black Skip Lines) Detail provided by the Department and the *Black Epoxy Pavement Marking Material* Project Special Provision found elsewhere in the RFP, the Design-Build Team shall place black epoxy contrast markings on concrete pavement. For bridge decks install Black – White Combination preformed plastic markings.
- 1.3.7. On concrete surfaces, the Design-Build Team shall install Heated-in-Place Thermoplastic or Cold Applied Plastic (Type 2 or 3) markings for stop bars, symbols, characters, crosswalks, and diagonals.
- 1.3.8. On asphalt surfaces, the Design-Build Team shall install Heated-in-Place Thermoplastic or Extruded Thermoplastic markings for stop bars, symbols, characters, crosswalks, and diagonals.
- 1.3.9. Prior to placing pavement marking material on concrete surfaces that are diamond ground, the Design-Build Team shall use an acceptable method to grind ridges smooth only where pavement markings will be installed.
- 1.3.10. On all Full Control of Access Interstate facilities, US Routes, and NC Routes the Design-Build Team shall install six-inch wide pavement markings, (i.e., lane line, edge line and skips) for the final pavement marking. The Design-Build Team shall install gore lines that are twice the edge line width.

- 1.3.11. Using approved methods, the Design-Build Team shall remove residue and surface laitance on concrete bridge decks prior to placing final pavement marking materials. In accordance with approved methods and the 2018 NCDOT *Standard Specifications for Road and Structures*, the Design-Build Team shall remove curing compound from all other concrete surfaces prior to placing final pavement marking materials.
- 1.3.12. The Design-Build Team shall plan and perform their operations to minimize damage to existing and proposed pavement resulting from the removal of pavement markings.
- 1.3.13. Removal of pavement markings on asphalt surfaces shall be accomplished by an NCDOT approved system to minimize damage to the road surface. Pavement markings shall not be obscured with any type of black pavement markings (paint or other material). The Design-Build Team shall remove all pavement markings without removing more than 1/32 inch of the pavement surface.
- 1.3.14. The Design-Build Team shall only remove pavement markings from concrete surfaces by hydroblasting.
- 1.3.15. The Design-Build Team shall tie proposed pavement marking lines to existing pavement marking lines.
- 1.3.16. The Design-Build Team shall replace any pavement markings that have been damaged by the end of each day's operation.

**PUBLIC INVOLVEMENT AND INFORMATION SCOPE OF WORK**

(3-8-23)

**1. GENERAL SCOPE**

The NCDOT/NCTA will take the lead role for the public involvement and information efforts on this project, through the NCDOT Public Involvement Group and NCTA Communications and Marketing Department (CAMD). While the NCDOT/NCTA CAMD will be responsible for taking the lead on public involvement and information efforts, the Design-Build Team shall support communications efforts as outlined herein. At a minimum, the Design-Build Team shall designate a contact for public involvement and information inquiries/coordination.

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

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

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

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

**1.1. Project Coordination Meeting**

The Design-Build Team shall hold an initial project coordination meeting with the NCDOT/NCTA CAMD at least eight (8) weeks prior to the start of construction to discuss project impacts to the public. This information will be used by the NCDOT/NCTA CAMD to create a Public Involvement and Information Plan.

**1.2. Target Audiences**

NCDOT/NCTA CAMD will develop, with assistance from the Design-Build Team, the specific list of target audiences for this project. At a minimum, the following groups are identified as target audiences to receive informational materials:

- Governmental agencies
- Municipalities directly affected by construction
- Transportation services
- Emergency services
- Neighborhood groups (HOAs, etc.) and private homes
- Industries and businesses
- Chambers of Commerce
- Individual schools affected by the project
- Public/private school systems
- Civic organizations

- Recreation organizations
- Environmental organizations
- Media
- Any other organization as deemed necessary by the NCDOT/NCTA CAMD

### **1.3. Project Website**

NCDOT/NCTA CAMD will be responsible for establishing, creating, maintaining and updating a project website, including the interactive construction update map located at the following link:

**<https://www.ncdot.gov/projects/complete-540/Pages/planned-construction-activities.aspx>**

Throughout the project duration, the Design-Build Team shall coordinate public involvement activities with NCDOT/NCTA CAMD and provide weekly updates, periodic photos and other needed announcements to NCDOT/NCTA CAMD to ensure the accuracy of the aforementioned project website.

## **2. PUBLIC INVOLVEMENT**

### **2.1. NCDOT/NCTA Responsibilities**

Unless noted otherwise elsewhere in this RFP, NCDOT/NCTA CAMD will be responsible for the activities noted below:

- Organizing public meetings, including venue selection, reservations and fees
- Scheduling, planning and facilitating events, including groundbreaking, ribbon cutting and grand opening ceremonies
- Excluding design public meeting maps, developing and producing informational printed materials for all meetings and workshops
- Developing and placing advertisements as deemed necessary
- Mailings to the identified target audiences, including postage
- If necessary, developing and producing informational printed materials for Limited English Proficiency (LEP) outreach
- Implementing website updates related to public involvement and/or outreach efforts

### **2.2. Design-Build Team Responsibilities**

- 2.2.1. The Design-Build Team shall coordinate with NCDOT/NCTA CAMD to 1) ensure that project information can be distributed to the public using standard methods including, but not limited to, notices to newspapers, television, web sources and radio; and 2) promote public awareness for the project.
- 2.2.2. Providing \$15,000 towards the cost of communications and project-related events, including costs as determined by NCDOT/NCTA CAMD, in the lump sum bid for the project.



2.2.3. The amount of public involvement required for this project shall be directly based on the Design-Build Team's Transportation Management Plans and construction details. The Design-Build Team's responsibilities shall include, but are not limited to, the following:

- If a "Beginning of Construction" meeting or series of meetings for area businesses and residents is held, attending and/or speaking at this/these event(s)
- Providing information requested by NCDOT/NCTA CAMD for the development and production of informational materials for all meetings and workshops
- Developing and providing supplemental design and construction colored drawings for presentation at public meetings/workshops as determined by the NCDOT/NCTA CAMD (e.g., staged construction graphics)
- Developing and providing design public meeting maps if the Design-Build Team's design requires additional public involvement as determined by the NCDOT/NCTA CAMD
- Sharing any project images and videos, including drone images and footage, with NCDOT/NCTA CAMD upon request
- Removing all branding/logos of organizations other than the NCDOT or NCTA from all materials provided to NCDOT/NCTA CAMD, including, but not limited to, photos and maps of the project, unless otherwise approved by NCDOT/NCTA CAMD
- Assisting NCDOT/NCTA CAMD in the development of the target audience list
- Attending, answering questions and/or speaking at public meetings/workshops
- Providing contact business cards printed by NCDOT/NCTA CAMD for distribution when requested by neighborhoods or residents

2.2.4. The Design-Build Team's responsibilities related to involvement with the media shall include, but are not limited to, the following:

- Referring all media inquiries to NCDOT/NCTA CAMD
- Receiving approval from NCDOT/NCTA CAMD before engaging in any paid media, earned media or media interviews related to the project
- Providing a media spokesperson if requested by NCDOT/NCTA CAMD. The contact for public involvement and information inquiries/coordination designated for the project may also serve as the media spokesperson
- Removing all branding/logos of organizations other than the NCDOT or NCTA from all Design-Build Team created project materials for media distribution, including photos and maps of the project, unless otherwise approved by NCDOT/NCTA CAMD

### **3. PUBLIC INFORMATION**

3.1.1. Unless noted otherwise elsewhere in this RFP, NCDOT/NCTA CAMD will be responsible for the activities noted below:

- Providing media announcements
- Scheduling interviews

- Updating the website related to project progress
- Updating social media on project progress

3.1.2. To ensure that project information can be distributed to the public using standard methods including, but not limited to, notifying media outlets and updating the project website, the Design-Build Team shall inform NCDOT/NCTA CAMD of any construction activity that will impact the public in accordance with the following requirements:

- Begin Construction – The Design-Build Team shall inform NCDOT/NCTA CAMD at least sixty (60) days in advance of the anticipated week construction will begin. The Design-Build Team shall inform NCDOT/NCTA CAMD at least thirty (30) days in advance of the actual date of beginning construction.
- Substantial Completion of the Project – The Design-Build Team shall inform NCDOT/NCTA CAMD at least sixty (60) days in advance of the anticipated week of substantial completion of the project. The Design-Build Team shall inform NCDOT/NCTA CAMD at least thirty (30) days in advance of the actual date of substantial completion of the project.
- Opening of Any Final Traffic Pattern – The Design-Build Team shall inform NCDOT/NCTA CAMD at least sixty (60) days in advance of the anticipated week for opening any final traffic pattern on the mainline and all Y Lines, ramps and loops. The Design-Build Team shall inform NCDOT/NCTA CAMD at least thirty (30) days in advance of the actual date for opening any final traffic pattern on the mainline and all Y Lines, ramps and loops.
- Events – The Design-Build Team shall inform NCDOT/NCTA CAMD and the Resident Engineer at least thirty (30) days in advance of any scheduled event of any issues that would necessitate the need to reschedule the event. (Reference Section 2.1. above)
- Other Construction Activities – The Design-Build Team shall inform NCDOT/NCTA CAMD at least thirty (30) days in advance of any other construction activities that will impact the public. These activities shall include, but are not limited to, traffic shifts, road closures, ramp closures, detours, night work and loud construction activities (e.g., pile driving).
- If the Design-Build Team fails to provide the aforementioned advance notices to NCDOT/NCTA CAMD, the Design-Build Team shall hand deliver time sensitive informational materials to the impacted audiences a minimum of seventy-two (72) hours before the start of the construction activities that will impact the public.

3.1.3. Throughout construction, the Design-Build Team shall provide weekly updates to NCDOT/NCTA CAMD including, but not limited to:

- A bulleted list of upcoming activities with a short description in layman's terms, including activities that will specifically impact the public (e.g., traffic shifts, road closures, ramp closures, detours, night work, loud construction activities, etc.)
- Latitude and longitude for upcoming construction activities
- Timelines, durations and starting dates for upcoming construction activities

- Graphic illustrations (e.g., visualizations of interchanges, diagrams of detour routes, etc.)
- Project photos

**RAILROAD COORDINATION SCOPE OF WORK**

(7-25-23)

The Design-Build Team shall not enter into or onto the Norfolk Southern Railway and/or the North Carolina Railroad rail corridor until the appropriate Agreements are executed, insurance requirements are met, protective services have been procured, and all required written authorizations have been received from Norfolk Southern Railway and North Carolina Railroad.

**1. AGREEMENTS**

The Design-Build Team shall be responsible for coordinating with Norfolk Southern Railway (Lessee) and North Carolina Railroad (Owner), herein referred to jointly as the Railroads, to secure all railroad agreements necessary for the construction of new overhead highway bridges carrying the mainline over the Railroads including, but not limited to, the following agreements:

**1.1 Roadway Encroachment**

As detailed herein, the Department will provide the Design-Build Team with a draft Construction Agreement for submittal to the Railroads, as well as a Roadway Agreement for submittal to North Carolina Railroad. All agreements, and any modifications thereto, shall include necessary Force Account items including, but not limited to, preliminary engineering, construction engineering, track materials and construction, signal and communications lines.

**1.2 Storm Water Pipelines**

As detailed herein, the Design-Build Team shall coordinate with North Carolina Railroad to obtain any Pipeline Occupancy Agreements for storm drainage pipes located within the North Carolina Railroad Corridor per Specifications for Pipeline Occupancy of North Carolina Railroad Company Property - Form NCR 102 and Pipeline Occupancy Application (NCRR Form 220).

**<https://www.ncrr.com/wp-content/uploads/2019/11/2019-07-30-Form-NCR-102-w-Plates.pdf>**

**<https://www.ncrr.com/wp-content/uploads/2022/03/2019-07-30-Form-NCRR-220-Application-for-Pipeline-Occupancy.pdf>**

**1.3 NCDOT and Design-Build Team Agreement Responsibilities**

The Design-Build Team shall be responsible for any modifications to these agreements that may be necessary based on their design and/or construction methods. The Design-Build Team shall be responsible for coordination of all design and construction details on the Railroads right of way and shall secure any necessary agreements required by the NCDOT and/or the Railroads. The Department will review all agreement modifications prior to submittal to the Railroads within 14 calendar days of receipt.

The Design-Build Team shall be responsible for all coordination necessary with the Railroads and the Department to obtain partial execution of the agreements by the Railroads including, but not limited to, all required modifications. Upon receipt of comments from the Railroads for each

submittal, the Design-Build Team shall schedule a meeting with the NCDOT Rail Division, Structures Management Unit, NCTA, NCTA construction staff, other NCDOT staff as appropriate, and Railroad representatives to discuss the Railroads' comments.

The Department will handle all negotiations with the Railroads.

After all negotiations between the Department and the Railroads have been finalized, and approval obtained by the Board of Transportation, the Design-Build Team shall submit partially executed agreements and plans to NCDOT's Structures Management Unit, via the NCTA, for final agreement execution by the Department, prior to authorizing railroad work. After final execution of the agreements and railroad work is authorized by the Structures Management Unit, the agreements will be distributed by the Structures Management Unit to the Railroads with copies provided to the Design-Build Team and NCTA's Resident Engineer. The Department will execute and distribute the agreement modifications within 14 calendar days of Board of Transportation approval. The Design-Build Team or the Railroads shall not begin any construction work that impacts the Railroads prior to obtaining the final executed agreements. If a modification to an agreement is required, the approval process above shall be adhered to; and the Design-Build Team and the Railroad shall not begin any construction work that impacts the Railroads prior to obtaining the final executed modified agreement.

The railroad agreements state that the Department will be responsible for payment of the Railroads' Force Account work, the Railroads' expenses, and the Railroads' fees; however, the Design-Build Team shall reimburse the Department for these costs, including any overruns. This reimbursement shall be incidental to the lump sum price bid for the project. Upon request, the Department will provide copies of the Railroads' invoices to the Design-Build Team for review. The Design-Build Team shall have ten (10) days to provide written comments to the NCTA, after which the Department will pay the invoice. The Design-Build Team shall be responsible for maintaining records to verify the invoice items.

## **2. TEMPORARY GRADE CROSSING SURFACES**

Temporary grade crossings will not be allowed.

## **3. TRAIN DATA**

Railroad traffic shall be maintained at current levels at all times. The Design-Build Team shall verify the number and types of trains per day, and the maximum speed allowed at the proposed bridge location with Norfolk Southern Railway. Railroad inspection and maintenance requirements, in addition to normal train operations, will occur that may impact construction activities. The Design-Build Team shall have no claims whatsoever against either Norfolk Southern Railway or NCDOT for any delays and/or additional costs incurred based on changes to the following information:

Number of trains per day	8
Type of trains per day	Local, Freight, Passenger
Maximum train speed	79 mph

#### 4. RAILROAD RELATED COSTS

The Design-Build Team shall be responsible for all the Railroads' costs associated with this project including, but not limited to, plan reviews, materials furnished by the Railroads, signals and communications work, track and related construction by the Railroads and/or their representative(s), any delays to train operations or maintenance crews, required insurances, right of way acquisition, and construction engineering.

Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall be responsible for all Railroad construction costs. The Railroads will not incur any cost.

The Railroads have sole authority to determine the need for protective services required to protect its operations and property. The Design-Build Team will not be responsible for the cost of protective services required for Norfolk Southern Railway to perform routine maintenance programs.

#### 5. APPLICABLE STANDARDS AND SPECIFICATIONS

The Design-Build Team shall comply with the following applicable documents unless a design exception is received from the railroads and NCDOT, via the NCTA:

- *AREMA Manual for Railway Engineering*, latest edition
- *Norfolk Southern Railway - Standard Specifications for Materials and Construction*, latest edition
- *Norfolk Southern Railway - Public Projects Manual*, latest edition
- *Federal Aid Policy Guide 23 CFR 140I*
- *Federal Aid Policy Guide 23 CFR 646*
- *NCDOT Construction Manual* Section 105-8
- *NCDOT Standard Specifications for Roads and Structures*, Section 107-9 (Excluding Paragraph 2)
- *North Carolina Administrative Code* Section T19A: 02B, 0150 through 0158
- *North Carolina Railroad/Norfolk Southern Railway Special Provisions for Railway Interests*
- *North Carolina Railroad Company Specifications for Wire, Conduit and Cable Occupations Of North Carolina Railroad Company - Form NCR 101*
- *North Carolina Railroad Company Specifications for Pipeline Occupancy of North Carolina Railroad Company Property - Form NCR 102*, latest edition

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

## 6. INSURANCE REQUIREMENTS

The Design-Build Team shall not commence any work on the Railroads' right of way or easements until all agreements have been executed, insurance acquired and approved in accordance with the Railroads policies and procedures, protective services have been procured, and all construction plans have been approved by NCDOT, Norfolk Southern Railway, and the North Carolina Railroad Company. The Design-Build Team shall make the necessary arrangements with the protective services firm that are required to protect against property damage that may result in loss of service, expense, property, or life. The Design-Build Team shall be responsible for all damage to the Railroads resulting from their operations and the Railroads 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 to the Railroads, identifying each of the Railroads as the insured party, during the duration of the time work is being performed on or over the Railroads' right of way and/or easements. The Design-Build Team shall be responsible for verifying and obtaining the appropriate insurance and coverage with the Railroads. Other insurance requirements, including those for all subcontractors, are detailed in the documents referenced herein. The Design-Build Team shall be responsible for all required Roadway Worker Protection training and certifications.

## 7. UTILITIES

Prior to any utility installation, removal, or relocation across the Railroads' right of way and/or easements including, but not limited to, pipelines and/or electrical and communication cable routings over or under Railroad-owned facilities, the Design-Build Team shall coordinate with the Railroads and private utility owners. At a minimum, the Design-Build Team shall assist the private utility owners in obtaining the necessary permits and securing the appropriate Wireline/Pipeline Occupancy Agreements in the private utility owner's name. In accordance with the requirements noted herein and the Railroads specifications, the private utility owner(s) will be responsible for all associated fees and providing the necessary insurance coverage.

The Design-Build Team shall acquire all necessary Railroad Agreements and/or Letters of Acknowledgement on the Department's behalf to cross under the property owned by North Carolina Railroad Company. The Department will sign the Railroad Agreements once they are approved by North Carolina Railroad Company and Norfolk Southern Railway. The Design-Build Team shall be responsible for all applicable fees associated with obtaining the Railroad Agreements and/or Letters of Acknowledgement; and shall provide the General Contractor's Liability Insurance and the Railroad Protective Liability Insurance. To initiate this process, the Design-Build Team shall fully complete the application process as described at the website noted below:

**<https://www.ncrr.com/wp-content/uploads/2022/03/2019-07-30-Form-NCRR-210-Application-for-Wire-Occupancy.pdf>**

Do not commence cable routings under railroad-owned facilities until notification and coordination with the Engineer, North Carolina Railroad Company and Norfolk Southern Railway has occurred.

All work associated with any utility installation across the Railroads' right of way and/or easements shall adhere to the requirements noted herein and the Railroads' specifications.

## **8. ROADWAY AND BRIDGE PLAN COORDINATION**

This project has one site located on the North Carolina Railroad/Norfolk Southern Railway Corridor at approximately Milepost 91.2. The corridor contains two freight/passenger tracks at this location. The tracks are considered oriented east/west with increasing mileposts from west to east. The North Carolina Railroad right of way is 200 feet wide (100 feet each side of the centerline of the existing northern track).

The Design-Build Team shall design and construct new bridge(s) over the North Carolina Railroad/Norfolk Southern Railway Corridor to span the existing tracks, an additional future track on each side of the existing tracks (four total tracks), and a railroad service road on the north side of the northern future track. Preliminary layout shall be verified with North Carolina Railroad/Norfolk Southern Railway. The bridge(s) over the North Carolina Railroad/Norfolk Southern Railway Corridor shall be long enough and high enough to accommodate two future tracks with a railroad service road on the north side of the northern future track and all required drainage requirements. The centerline of the future tracks shall be spaced 15 feet from of the centerline of the existing adjacent track. The bridge(s) over the North Carolina Railroad/Norfolk Southern Railway Corridor shall provide a minimum 23'-6" vertical clearance above the highest rail (existing and future). The bridge(s) over the North Carolina Railroad/Norfolk Southern Railway Corridor shall provide a minimum horizontal clearance of no less than 25 feet (28 feet with adjacent railroad service road) from the centerline of the existing and future track to any substructure element located above the top of rail elevation.

With the Preliminary Roadway Plan submittal, the Right of Way/60% Plan submittal, the Final Roadway Plan submittal, Bridge Preliminary General Drawings submittal, and Bridge Final Plan submittal, the Design-Build Team shall prepare and submit completed roadway plans and bridge plans for the proposed roadway and bridge work to NCDOT's Rail Division and Structures Management Unit, via the NCTA, for review and approval. The Design-Build Team shall address all comments received, incorporate all plan modifications, and obtain approval from the NCDOT Rail Division and Structures Management Unit prior to transmitting plans to the Railroads.

Within two weeks of receipt of the Bridge Preliminary General Drawings and Preliminary Roadway Plans, the Department will provide a draft Construction Agreement and Roadway Agreement, respectively, for the project.

## **9. COORDINATION WITH NORFOLK SOUTHERN RAILWAY**

The Design-Build Team shall coordinate with Norfolk Southern Railway, 650 West Peachtree Street, NW, Box 45, Atlanta, GA 30308 to obtain plan approvals, engineering and estimations,



insurance requirements, and agreement coordination. Contact Brian Taylor with Norfolk Southern Railway via email at george.taylor3@nscorp.com or telephone number 470-463-7534, or his designee. Plan approval shall be based on multiple submittals including, but not limited to, a preliminary plan submittal, a right of way/60% plan submittal, a 90% plan submittal, a preliminary general drawings submittal, and a bridge final plan submittal.

At a minimum, the preliminary plan submittal and right of way/60% plan submittal to the Norfolk Southern Railway shall include 1) roadway plans, the Railroad's "Overhead Bridge Crossing Data," appropriate roadway plan sheets showing impacts to the right of way/easement, 2) erosion control plans, 3) drainage calculations for any drainage on or across the Railroads' right of way/easement and 4) bridge plans showing the vertical and horizontal alignments and preliminary general drawings. The 90% plan submittal and final bridge plan submittal shall include all necessary details, insets, and notes for construction with no substantial changes to the alignments or layout shown in the right of way/60% plan submittal or preliminary general drawing submittal and all supporting design calculations.

All review plans and associated data shall be submitted to Norfolk Southern Railway electronically, in PDF format.

Roadway Final Construction Plans and Bridge Final Construction Plans shall be submitted to, and approved by, Norfolk Southern Railway before construction that impacts the Railroads begins. The Roadway Final Construction Plans and Bridge Final Construction Plans shall be submitted to Norfolk Southern Railway electronically, in PDF format.

Working Drawings affecting the Norfolk Southern Railway's operations or right of way and easements shall follow the submittal process as outlined in the 2018 NCDOT *Standard Specifications for Roads and Structures* or Special Provisions.

The Design-Build Team shall allow 90 days for review of the initial railroad submittal and 60 days for each subsequent submittal.

The Design-Build Team shall be responsible for coordinating all construction with Norfolk Southern Railway, including force account work to be performed by the Norfolk Southern Railway.

## **10. COORDINATION WITH THE NORTH CAROLINA RAILROAD**

The Design-Build Team shall coordinate with the North Carolina Railroad Company, 2809 Highwoods Boulevard, Raleigh, NC 27604 to obtain plan approval and execution of the legal agreements by North Carolina Railroad Company for all work on the North Carolina Railroad Corridor. Contact Edward Wu, Director of Engineering, via email at ewu@ncrr.com or telephone number 919-954-7601.

Plan approval shall be based on multiple submittals including, but not limited to, a preliminary plan submittal, a right of way/60% plan submittal, 90% plan submittal, a preliminary general drawings submittal, and a bridge final plan submittal. The plan submittals to the North Carolina

Railroad shall include the same information provided in the submittals to Norfolk Southern Railway.

All review plans and associated data shall be submitted to the North Carolina Railroad Company electronically, in PDF format.

Roadway Final Construction Plans and Bridge Final Construction Plans shall be submitted to, and approved by, the North Carolina Railroad Company before construction that impacts the Railroads begins. The Roadway Final Construction Plans and Bridge Final Construction Plans shall be submitted to North Carolina Railroad Company electronically, in PDF format. All plans, specifications and contract documents shall be approved by the North Carolina Railroad Company, in writing, prior to the start of any work on the North Carolina Railroad Company corridor.

#### **11. COORDINATION WITH THE NCDOT RAIL DIVISION AND STRUCTURES MANAGEMENT UNIT**

All plans submitted to Norfolk Southern Railway and/or the North Carolina Railroad Company, as required above, shall be submitted to the NCDOT Rail Division and Structures Management Unit through the NCTA including, but not limited to, plan resubmittals and requests for information. The Design-Build Team shall copy the NCDOT Rail Division, Structures Management Unit and NCTA on all correspondence with the Norfolk Southern Railway and/or the North Carolina Railroad Company.

**RIGHT OF WAY SCOPE OF WORK**

(8-31-23)

**1. DEPARTMENT AND DESIGN-BUILD TEAM RESPONSILITIES FOR SPECIFIC PARCELS****1.1. State and Federally Owned Properties**

For all State and Federally owned properties, the Design-Build Team shall be responsible for all right of way acquisition services noted herein, excluding negotiations, coordination with the Council of State, settlement of claims, deed development, and recordation of deeds. The Department will require twelve months from the date of approving the appraisal to finalize the aforementioned right of way acquisition services for State and Federally owned properties. If the negotiations, coordination with the Council of State, settlement of claims, deed development, and recordation of deeds are completed within the aforementioned twelve-month timeframe, the Department will not honor any requests for additional contract time or compensation including, but not limited to, idle equipment or mobilization/demobilization costs, for the Design-Build Team mobilizing labor, materials (or ordering materials) or equipment. The Department will only consider requests for contract time extension for finalization of the aforementioned right of way acquisition services for State and Federally owned properties, if 1) the twelve-month period has been exceeded, 2) the delay impacts the project's critical path, and 3) the delay extends work beyond the contract final completion date and/or substantial completion date. If time were granted, it would only be for the number of calendar days the contract final completion date and/or substantial completion date is impacted, as determined by the Engineer's review of the Design-Build Team's Baseline Schedule current on the delay date (Reference *Division One* found elsewhere in this RFP). The Design-Build Team shall provide the approximate easement and right of way acreage that will be needed from each State and Federally owned property in the Technical Proposal.

## 1.2. Advanced Acquisition

- 1.2.1. Through the Advance Acquisition Process, the Department is in the process of acquiring the anticipated right of way, control of access, and easements needs on the parcels noted below, including demolishing existing structures. The Department anticipates completing the acquisition or having a right of entry to the parcels as noted in the table:

PARCEL	OWNER	ADDRESS	PIN	ANTICIPATED ACCESS DATE
3	John Aman	0 White Oak Road 0 Win Road 0 Alonzo Rd	1639403337 1639406556 1638395835	03/1/2024
5	Foster Park LLC	9020 White Oak Road	1639551063	09/01/2024
12	Capitol Broadcasting	5129 TV Tower Road	1730702709	08/01/2024
13	Rogers	2212 US 70 BUS	1730732237	08/01/2024
14	Lee	2149 US 70 BUS	1730744480 1730744118	08/01/2024
15	L&L Company	4839 Green Garden Road	1730842632	02/28/2024
19	Zapata	2708 E Garner Road	1730851856	Closed
26	Edge of Auburn, LLC	0 Rock Quarry Road	1730980274	08/1/2024
1000	Burnette	9220 White Oak Road	1639421182	Closed
1001	Burnette	9220 White Oak Road	1639432607	Closed
1002	Burnette	9129 White Oak Road	1639647216	Closed
1003	Burnette	0 White Oak Road	1639568195	Closed
1004	Burnette	5001 Raynor Road	1730445309	Closed
2302	Smith	8812 White Oak Road	1639363232 1639361265	Closed
2312	Parrish	8833 White Oak Road	1639368300 1639369295	01/31/2024
2337	Foster	8845 Old Castle Drive	1639458259 1639458274 1639458179 1639458164 1639458097 1639457094 1639457024	08/01/2024
2409	Buffaloe Enterprises	0 US 70 BUS	1730647566	07/01/2024

- 1.2.2. If the Department completes the acquisition process or obtains a right of entry by the anticipated access date for the parcels above, the Department will not honor any requests

for additional contact time or compensation including, but not limited to, idle equipment or mobilization/demobilization costs, for the Design-Build Team mobilizing labor, materials (or ordering materials) or equipment. The Department will only consider requests for contract time extensions for completing the aforementioned acquisition process or obtaining a right of entry if 1) the anticipated access date has been exceeded, 2) the delay impacts the project's critical path, and 3) the delay extends work beyond the contract final completion date and/or substantial completion date. If time were granted, it would only be for the number of calendar days the contract final completion date and/or substantial completion date is impacted, as determined by the Engineer's review of the Design-Build Team's Baseline Schedule current on the delay date. (Reference *Division One* found elsewhere in this RFP)

- 1.2.3. If the Design-Build Team's design and/or construction methods require additional right of way, control of access, or easements on the aforementioned advanced acquisition parcels, 1) the Design-Build Team shall acquire all additional right of way, easements and/or control of access in accordance with the provisions of this Scope of Work, and 2) 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 and/or construction methods (including all erosion control measures), 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 sole satisfaction that the Project cannot be constructed, or utilities relocated/constructed, within the right of way, easements and/or control of access purchased 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 Project. All acquisition services shall remain the responsibility of the Design-Build Team.

## **2. DESIGN-BUILD TEAM GENERAL RESPONSIBILITIES**

### **2.1. General Scope**

- 2.1.1. The Design-Build Team, acting as an agent on behalf of the State of North Carolina, shall provide right of way acquisition services in accordance with the requirements herein for TIP Project R-2829A in Wake County. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall be responsible for all right of way, easements, and/or control of access acquisitions required by the Design-Build Team's design and construction methods.
- 2.1.2. The Design-Build Team shall employ qualified, competent personnel who are currently **approved by the NCDOT Right of Way Unit**, hereinafter referred to as the Department, to provide all services necessary to perform all appraisal (except appraisal reviews and updated appraisals required solely for condemned parcels), negotiation and relocation services required for all right of way, control of access and easements including, but not limited to, permanent utility easements, necessary for completion of the project. For a list

of currently approved firms, the Design-Build Team should contact the Real Property Consultant Coordinator, in the NCDOT Right of Way Unit.

- 2.1.3. All services shall be conducted 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.
- 2.1.4. Prior to performing any of the aforementioned work, a meeting shall be held between the Design-Build Team, the appraisers who will provide appraisal services for the Design-Build Team, the Design-Build Team right of way acquisition agents, the Attorney General's office, NCDOT Locations and Surveys Unit, the Right of Way Appraisal Review Section, NCDOT Right of Way, and NCTA.
- 2.1.5. The Design-Build Team shall field stake all right of way, control of access and easements including, but not limited to, utility easements, in accordance with the requirements noted above.
- 2.1.6. The Design-Build Team shall verify/determine the prior rights and/or compensable interest for an existing utility prior to acquiring any corresponding utility easement. (Reference the *Utilities Coordination Scope of Work* found elsewhere in this RFP)
- 2.1.7. On all parcels where the owner retains the dwelling(s) but no legal access to the dwelling(s) remains, the Design-Build Team shall expeditiously 1) seal wells and break down septic tanks located within the right of way, and 2) remove access to the dwelling(s) after all eligible tenants/landowners/relocatees have vacated the property.

## **2.2. Reports and Certifications**

- 2.2.1. The Design-Build Team shall furnish and deliver to the Department reports accompanied by all documents including, but not limited to, initial contact information, all revisions and electronic design files, necessary for the settlement of claims and the recordation of deeds, or necessary for condemnation proceedings covering said properties in accordance with the NCDOT *Right of Way Manual*.
- 2.2.2. 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.
- 2.2.3. 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 NCDOT *Right of Way Manual*. At the conclusion of the right of way acquisition process,

the Design-Build Team shall provide a right of way certification to the Division Right of Way Agent.

- 2.2.4. The Design-Build Team shall prepare Right of Way Transmittal Summaries and/or Narrative Appraisals for all right of way, control of access and easement acquisitions. Claim Reports will not be allowed for any acquisition.
- 2.2.5. 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.
- 2.2.6. The North Carolina Turnpike Authority utilizes a right of way tracking application tool. The Design-Build Team shall enter all applicable data into the right of way application including, but not limited to, negotiation diaries, appraisals, W-9 forms, relocation documentation, closing documentation, etc. The application can be used to generate reports, such as Report Bs, and training will be provided for its use. The application does not take the place of any reporting required by the Division Right of Way Office or the Central Right of Way Unit.

### **3. APPRAISALS**

#### **3.1. Appraisal Process**

- 3.1.1. 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(s) be added to the Department's approved state certified appraiser list, subject to approval by the Department's Area Appraiser and State Appraiser.
- 3.1.2. The NCDOT, or its agent, will provide appraisal reviews complying with the Department's *Uniform Appraisal Standards and General Legal Principles for Highway Right of Way Acquisitions*. The reviewer will ensure that the appraisal meets the Department's guidelines and requirements, conforms to acceptable appraisal standards and techniques, does not include any non-compensable items or exclude any compensable items and that the value conclusions are reasonable and based on facts presented in the appraisal. The reviewer has the authority to approve, adjust, request additional data or corrections, or not to recommend and request another appraisal. Within fifteen business days from the date of receipt, all appraisals and/or appraisal corrections will be reviewed by NCDOT Review Appraisers or Review Appraisers under contract to the corresponding NCDOT Area Appraisal Office.
- 3.1.3. In accordance with the NCDOT Right of Way Manual, the Design-Build Team may prepare red-line adjustments for parcels that are not condemned. The Department must

approve a red-line adjustment, in writing, prior to the Design-Build Team making an offer based on the red-line adjustment.

- 3.1.4. All appraisals must be approved and signed by NCDOT prior to being used in developing an offer for acquisition.
- 3.1.5. The relocation and/or replacement of commercial and residential backflow preventers shall not be a Cost-to-Cure item and shall not be included in any appraisal. (Reference the *Utilities Scope of Work* found elsewhere in this RFP)

### **3.2. Second Appraisals**

- 3.2.1. The Department will develop or contract with a private firm to develop and provide a second appraisal for parcels as noted below:
  - All parcels with an initial appraisal, with just compensation, equal to or greater than one million dollars (\$1,000,000.00).
  - All parcels where the initial appraisal indicates damages to the remaining property equal to or greater than two hundred fifty thousand dollars (\$250,000.00), where damages to the remaining property are defined as a loss in value to the remaining land, and/or improvements and/or a cost to cure.
  - The Department expects second appraisals, including review, to take approximately 90-120 calendar days from completion of the initial appraisal review or notification from the Design-Build Team of the need for a second appraisal. The Design-Build Team is encouraged to provide advance notification to the Department with a list of parcels that are anticipated to meet the requirements above.

## **4. COST RESPONSIBILITY**

### **4.1. Cost of Acquisition Services**

Unless noted otherwise elsewhere in this RFP, 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 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 and costs, payments, and fees associated with the acquisition of right of way, easements, and control of access, including attorney fees required for all non-condemnation acquisitions, unless otherwise specified in this RFP.

### **4.2. Insurable Structures**

Acquisition services required outside of the project construction limits due solely to an allowable rise in the floodplain water elevation on insurable structures will be considered extra work and



paid for in accordance with Article 104-7 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.

#### **4.3. Technical Assistance**

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.

### **5. CONDEMNATION**

#### **5.1. Condemnation Maps**

- 5.1.1. The Department will prepare all Condemnation Maps.
- 5.1.2. If the preparation of a Condemnation Map results in modifications to property lines, the Design-Build Team shall be responsible for 1) incorporating the updated property lines provided by the Department into the Roadway Plans developed by the Design-Build Team and 2) all resulting right of way acquisition services required for adjacent parcels including, but not limited to, additional property acquisitions for parcels that the Design-Build Team has reached a prior settlement.

#### **5.2. Condemnation Reports**

- 5.2.1. The Design-Build Team shall prepare all Final Condemnation Reports and provide updated MicroStation CADD files, upon request, to the Department for preparation of the Condemnation Maps. Upon approval of the Final Condemnation Report, the Department will require a minimum of eight weeks to file the condemnation claim.
- 5.2.2. For all plan revisions on condemned parcels that modify the area acquired, modify the control of access and/or impact the appraised value, the Design-Build Team shall be responsible for the following:
  - The Design-Build Team shall notify the Division Right of Way Agent, the Area Negotiator, Area Appraiser, Location and Surveys Unit, and the Attorney General, in writing, that revisions have been made that impact a condemned parcel and provide updated plan sheets, revised MicroStation CADD files, and revised area takes.
  - The Design-Build Team shall consult with the Attorney General and the Area Appraiser to determine the status of the negotiations and appraisal(s).
  - If the Attorney General and/or Area Appraiser recommend an updated appraisal, the Design-Build Team shall provide an updated Summary Sheet to the Area Appraiser for the Department's use in obtaining an updated appraisal(s).
  - Upon receipt of the approved updated appraisal(s), the Design-Build Team shall develop a revised written offer. If settlement is not reached, the Design-Build Team

shall submit an updated Final Condemnation Report and revised MicroStation CADD files. If settlement is reached, the Design-Build Team shall notify the Attorney General and Area Appraiser in writing and submit an updated Final Condemnation Report with all necessary documentation including, but not limited to, revised MicroStation CADD files.

- The Department will be responsible for payment for the additional deposit to the Attorney General's Office and the Attorney General will prepare and file an Amendment to the Declaration of Taking.

## **6. RECORDATION**

### **6.1. Register of Deeds**

- 6.1.1. The Design-Build Team shall prepare, execute and record documents conveying title to acquired properties to the Department with the Register of Deeds.
- 6.1.2. 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.
- 6.1.3. Prior to project acceptance, or as directed by the Engineer, the Design-Build Team shall record the Final RFC Plans, including all revisions, with the Register of Deeds.

### **6.2. Plans for Recordation**

- 6.2.1. In accordance with the Location and Survey Unit's September 28, 2018 *Proc 2018-3 - Creating NCDOT Right of Way Plan Sheets for LET Projects* and *Proc 2018-5 - Elimination of Need to Request Control Sheets and Property Ties and RW Series Development Timeline* Memorandums (references to timelines in the aforementioned Memos shall be disregarded), the Design-Build Team shall develop and provide the following right of way items:
  - Right of Way series of plan sheets ("R/W" series of plan sheets) that delineate the existing property information, property ties, proposed centerline data, existing and proposed right of way, existing and proposed easements, and existing and proposed control of access. The "R/W" series of plan sheets shall be signed and sealed by a Professional Land Surveyor registered in the State of North Carolina. The Professional Land Surveyor's signature and seal shall attest that the right of way monuments were placed under their responsible charge.
  - A table of control points for the proposed centerline alignments ("D" series of plan sheets).
  - A table of proposed right of way and permanent easement control points ("E" series of plan sheets) that shall be signed and sealed by a Professional Land Surveyor registered in the State of North Carolina.

## **7. MISCELLANEOUS REQUIREMENTS**

### **7.1. Descriptions and Revisions**

- 7.1.1. The Design-Build Team shall provide right of way, control of access and easement descriptions in metes and bounds format (bearings and distances) for all acquisitions including, but not limited to, right of way revisions and “Z” Claims. The Design-Build Team shall provide exhibits, diagrams and/or other information required to verify the aforementioned descriptions.
- 7.1.2. The Design-Build Team shall be responsible for incorporating all necessary plan changes resulting from the Design-Build Team's right of way acquisition services.

### **7.2. Relocations**

- 7.2.1. The NCDOT will provide relocation reviews and approvals for all Replacement Housing Payment calculations and all Rent Supplement Payment calculations prior to the Design-Build Team making any offers to the displacees. Within five business days of the receipt of the Replacement Housing Payment or Rent Supplement Payment calculation documentation, which shall include all documentation required for an Evaluation Package, the Department will approve the calculation, and the signed FRM15-D will be returned to the Design-Build Team, or a request for an updated calculation or documentation will be presented to the Design-Build Team for further handling. At this time, the Relocation Agent Supervisor and State Relocation Director in the NCDOT Right of Way Unit are the approving authorities for the aforementioned calculations.
- 7.2.2. All Claims for Payment involving relocation benefits must be submitted to the NCDOT Relocation Coordinator in the Right of Way Unit for approval and processing.

### **7.3. Septic Systems**

The Design-Build Team shall coordinate with the Health Department to determine if septic systems can be relocated/modified to remain operational. To assist with the aforementioned determinations, the Design-Build Team may utilize a third-party consultant to perform the septic system inspections only if the Health Department approves the third-party consultant, in writing, prior to the inspections beginning. The Department will only be responsible for the Health Department fees and/or third-party fees associated with these determinations. The Design-Build Team shall determine the relocation/modification design and construction costs required for the septic systems to remain operational and include these costs in the property right of way appraisals. (Reference the *Utilities Coordination Scope of Work* found elsewhere in this RFP)

### **7.4. Contaminated Soil**

Prior to acquiring right of way, control of access and/or easement from any parcel with contaminated soil, the Design-Build Team shall provide a written priority list of all properties with contaminated soil that require right of way, control of access and/or easement acquisition to the Division Right of Way Agent, the Area Negotiator, the Area Appraiser, and the Real Property

Consultant Coordinator. At a minimum, the aforementioned priority list shall contain the following information:

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

**SIGNING SCOPE OF WORK**

(8-29-23)

**1. GENERAL****1.1. Project Description**

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

**1.2. Websites and References**

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

- The Signing and Delineation Unit website

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

- Signing and Delineation Unit Procedures Manual

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

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

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

- *Manual on Uniform Traffic Control Devices (MUTCD)*

**[http://mutcd.fhwa.dot.gov/kno\\_2009r1r2r3.htm](http://mutcd.fhwa.dot.gov/kno_2009r1r2r3.htm)**

- *North Carolina Supplement to the Manual on Uniform Traffic Control Devices:*

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

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

**<https://store.transportation.org/Item/CollectionDetail?ID=126>**

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

**<https://store.transportation.org/Item/CollectionDetail?ID=233>**

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

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

- *NCTA Design-Build Submittal Guidelines to be provided by the NCTA*
  - *NCDOT Standard Specifications for Roads and Structures*
  - *NCDOT Roadway Standard Drawings*
  - *NCTA Toll Road Signing Typical Layouts* dated September 1, 2023 to be provided by the NCTA
  - *NCTA Toll Signing Details* dated September 1, 2023 to be provided by the NCTA
- 1.2.2. 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.
- 1.2.3. The Design-Build Team shall select a Private Engineering Firm (PEF) that has experience in the preparation, design, and sealing of Signing Plans for NCDOT on comparable projects.

## **2. PROJECT SIGNING LIMITS**

### **2.1. Signing Project Limits**

- 2.1.1. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design, fabricate, and install all Type A, B, D, E, and F signs; Toll Facility Route Sign Assemblies; enhanced reference mile marker signs; and all sign supports (including overhead sign structures) required through the construction limits of the mainline as well as all -Y- Lines, including I-40 and I-42, all service roads, all turnarounds/cul-de-sacs, and all ramps and loops. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall design, fabricate, and install all signs and sign supports (including overhead sign structures) required beyond the roadway construction limits of the mainline, all -Y- Lines, including I-40 and I-42, all service roads, all turnarounds/cul-de-sacs, all ramps and all loops to ensure adequate advance signage and spacing is provided including, but not limited to, signs required within the R-2828 Project and signs required for the R-2829B Project that are within the limits of the R-2829A Project.
- 2.1.2. The Design-Build Team shall not be responsible for the design, fabrication, or installation of any signage north of the northern project termini (within the adjacent R-2829B project limits). However, the Design-Build Team shall coordinate with the R-2829B Design-Build Team to ensure the signing for the R-2829A and R-2829B Projects is accurate and complete. If the R-2829B Design-Build Team revises the Department's Preliminary Plans

such that additional signing is required within the R-2829A project limits, the design, fabrication and installation of the additional signing will be paid for as extra work in accordance with Article 104-8(A) of the NCDOT *Standard Specifications for Roads and Structures*. If the R-2829B Design-Build Team revises the Department's Preliminary Plans such that less signing is required within the R-2829A project limits, the Design-Build Team shall credit the Department for the design, fabrication and installation of the signing eliminated from the R-2829A project limits.

- 2.1.3. To meet all current standards, the Design-Build Team shall remove or replace all existing signs and sign supports affected by the project, including signs and sign supports outside the roadway construction limits. Removal and replacement of existing signs is subject to the NCTA's approval.

## **2.2. Sign Locations**

- 2.2.1. The Design-Build Team shall determine the location of all signs and sign structures.
- 2.2.2. The Design-Build Team shall provide a minimum of two advance guide signs for all freeway/expressway interchange approaches.
- 2.2.3. To avoid placing a sign or sign structure in a location that might conflict with future roadway projects and/or limit its usefulness/lifespan, the Design-Build Team shall coordinate all proposed sign designs and locations with the Department.
- 2.2.4. Unless allowed otherwise elsewhere in this RFP, erection of signs on Toll Gantries will not be allowed.

## **3. SIGNING DESIGN**

### **3.1. Signing Schematic**

- 3.1.1. The Design-Build Team has been provided the *R-2829A Signing Schematic* dated September 1, 2023 ("*Signing Schematic*"), the *NCTA Toll Road Signing Typical Layouts* dated September 1, 2023 ("*NCTA Toll Road Signing Typical Layouts*"), and the *NCTA Toll Signing Details* dated September 1, 2023 ("*NCTA Toll Signing Details*"). The *Signing Schematic* shows the approved sign messaging and approximate sign locations for the Department's Preliminary Roadway Plans.
- 3.1.2. The Design-Build Team shall adapt the *Signing Schematic* for all changes to the Department's Preliminary Roadway Plans proposed by the Design-Build Team in accordance with all applicable typicals, standards, practices, and policies.
- 3.1.3. To meet all applicable standards, including the *NCTA Toll Road Signing Typical Layouts* and the *NCTA Toll Signing Details*, the Design-Build Team shall design, fabricate, and install all required signs, including any signs not shown on the *Signing Schematic*.
- 3.1.4. Any deviation from the *Signing Schematic* is subject to the NCTA's approval.

### **3.2. Signing Plans Submittal Requirements**

- 3.2.1. The Design-Build Team shall include a Preliminary Signing Concept in the Technical Proposal. At a minimum, the Signing Concept shall include all anticipated DMS locations, and all proposed overhead sign structure locations, all overhead signs, all ground mounted Type A, B, D and F signs, and Toll Facility Route Sign Assemblies. Type E and mile marker signs are not required to be shown on the Signing Concept.
- 3.2.2. The Design-Build Team shall concurrently submit the 30% Signing Concept to the recipients in the NCTA Design-Build Submittal Guidelines and the ITS Unit for review of the DMS locations.
- 3.2.3. Prior to submitting the 60% Preliminary Signing Plans, the Design-Build Team, the Division Traffic Engineer, the Regional Traffic Engineer, the Signing and Delineation Regional Engineer and the NCTA shall meet to discuss and review the Design-Build Team's 30% Signing Concept.
- 3.2.4. In accordance with the Signing and Delineation Unit Design Guidelines, the Design-Build Team shall reference in the proposed pavement markings and delineation with the 30% Signing Concept.

### **3.3. General Sign Design**

- 3.3.1. The Design-Build Team shall include all sign designs in the Signing Plans. All sign designs shall be prepared using the latest version of GuideSign software.
- 3.3.2. The Design-Build Team shall design, fabricate, and install all signs required for the mainline, all -Y- Lines, including I-40 and I-42, all ramps and loops, all service roads, and all turnarounds/cul-de-sacs, including Type A and B overhead signs, Type A, B, and D ground mounted signs, exit gore signs, and Toll Facility Route Sign Assemblies. The Design-Build Team shall size and locate all Type E signs (warning and regulatory) and Type F signs (route marker assemblies).
- 3.3.3. The Design-Build Team shall furnish signs in accordance with the specifications provided by the NCDOT.
- 3.3.4. The Design-Build Team shall furnish Toll Facility Route Sign Assembly panels in accordance with NCDOT *Standard Specifications for Roads and Structures* for Type F signs. Mounting hardware shall be furnished per the details provided in the *NCTA Toll Signing Details*. Panels for Toll Facility Route Sign Assembly with drilled holes will not be accepted.
- 3.3.5. To minimize right of way, utility, drainage and/or jurisdictional impacts, or to install a sign behind existing guardrail, the Design-Build Team will be allowed to propose sign locations up to a maximum of 100 feet from standard locations per the guidelines noted in Section 1.2 above. Proposed sign locations deviating more than 100 feet from the standard



locations shall be documented and shall be reviewed and approved by NCTA prior to incorporation.

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

### **3.4. Enhanced Reference Location Signs (Mile Markers)**

- 3.4.1. The Design-Build Team shall design, fabricate, and install enhanced reference location signs (mile markers) at two-tenth (0.2) mile intervals along both sides of the mainline. The Design-Build Team shall install two mile marker panels per direction, mounted back-to-back on one three-pound U-channel post at each two-tenth mile interval. Mile markers shall be located at the outside shoulder point or a maximum of 15 feet from the edge of travel lane. The Design-Build Team shall install mile markers such that the bottom of the mile marker shall be four feet above the edge of travel lane (edge line) elevation. Excluding whole mile locations, mile marker designs shall be in accordance with the Intermediate Reference Location Signs (D10-5) referenced in the *Standard Highway Signs* (2004 Edition and the 2012 Supplement to the 2004 Edition). At whole mile locations, mile marker designs shall be in accordance with the Reference Location Signs (D10-4) referenced in the *Standard Highway Signs* (2004 Edition and the 2012 Supplement to the 2004 Edition).
- 3.4.2. The Design-Build Team shall design, fabricate, and install mile markers and exit numbers in accordance with the mile numbers provided by the Department.
- 3.4.3. In the presence of conflicts on the outside shoulder (i.e., sound barrier walls, retaining walls, etc.), the Design-Build Team shall locate the enhanced mile markers in the median at the same offset described above.
- 3.4.4. The Design-Build Team shall locate other required signs such that they are not blocked by the enhanced mile markers.

### **3.5. Electronic Toll Collection Signing**

The Design-Build Team shall be responsible for the design, fabrication, and installation of all toll road signs in accordance with the *NCTA Toll Road Signing Typical Layouts* and *NCTA Toll Signing Details*. The background for toll guide signs shall be green. Electronic Toll Collection (ETC) Signing logo pictographs, details provided by NCTA, shall be used on the ETC signs. Design of signs containing ETC logos shall be in accordance with Chapter 2F of the *MUTCD*.

### **3.6. Customer Service Center Signing**

The Design-Build Team will not be responsible for the design, fabrication, and installation of any customer service center signing.

### **3.7. Speed Limit**

The posted speed limit for the mainline (Toll NC 540) shall be 70 mph.

### **3.8. Interstate, US, and NC Route Designation**

The designated route for the mainline shall be Toll NC 540. The Design-Build Team shall coordinate all Interstate, US and NC highway routing with the Transportation Mobility and Safety Division of NCDOT. Prior to designing any signs that display new or revised Interstate, US or NC routes, the Design-Build Team shall confirm all highway routes with the Department. Concurrent with the Release for Construction (RFC) Signing Plans submittal, the Design-Build Team shall notify the State Signing and Delineation Engineer, in writing, of all new or revised Interstate, US or NC routes.

### **3.9. Advisory Speed Signing for Exit Ramps**

3.9.1. At all interchange exit loops and/or as required by the MUTCD Table 2C-5, the Design-Build Team shall fabricate and install advisory speed signing as shown in Figure 2C-3 of the MUTCD. In addition to signing shown in Table 2C-5 of the MUTCD, the advisory speed signing shall include W13-6 or W13-2, W13-7 or W13-3, W1-13, and E13-1P signs including under E5-1a. W13-6 and W13-7 shall be used if the exit loop is a full 270 degree turn.

3.9.2. The Design-Build Team shall design, fabricate, and install 30" x 36" Chevron Alignment signs (W1-8) along all interchange loops. Each Chevron Alignment sign shall be:

- installed on two U-channel posts spaced 24" apart with cross bracing
- located and installed so the bottom of the sign is four feet above the edge of the travel lane elevation (left edge of the loop)

3.9.3. The first Chevron Alignment sign shall be installed as close as practical after the exit gore sign (approximately 20' from the exit gore sign) and shall not interfere with or block the exit gore sign. The first five Chevron Alignment signs shall be spaced approximately 40' apart and oriented to optimize the view of approaching motorists. After these first five Chevron Alignment signs, or beyond the midpoint of the curve, Chevron Alignment sign spacing shall adhere to the MUTCD requirements.

### **3.10. Logo Signs (Blue Service Signs with Specific Business Panels including, but not limited to, Specific Business Panels on U-channel posts)**

3.10.1. The Design-Build Team will not be responsible for designing, locating, or installing any additional Logo Signs not located within the project limits on the Technical Proposal submittal date.

3.10.2. Prior to project completion, the Design-Build Team shall relocate, reinstall and/or replace all existing Logo Signs located within the project limits on the Technical Proposal

submittal date that are impacted by the Design-Build Team's design and/or construction methods.

- 3.10.3. If damage occurs to the Logo Signs and/or the business panels during construction, the Design-Build Team shall immediately notify the Division Logo Coordinator. The Design-Build Team shall replace all Logo Signs and/or business panels that are damaged during construction. If the Logo Signs are replaced, the Design-Build Team shall remove the business panels and deliver them to the Division Logo Coordinator. During project construction, the Design-Build Team shall maintain the Logo Signs order of preference in accordance with the MUTCD Section 2J.01.

### **3.11. Miscellaneous Signs**

- 3.11.1. The Design-Build Team shall design, fabricate, and install multi-lane crossroad signing, as shown on the *Signing Schematic* and in Figures 2D-13 and 2D-14 of the MUTCD, for the US 70 interchange.
- 3.11.2. Creek/River name and Secondary Route information signs are not required.

## **4. OVERHEAD SIGNS AND SUPPORTS**

### **4.1. Sign Sheeting Requirements for Overhead Signs**

- 4.1.1. The Design-Build Team shall design and fabricate all overhead signs with Grade A retro-reflective sheeting for sign legends (text), borders, and all Interstate, US and NC route shields and arrows. The Design-Build Team shall design and fabricate all overhead signs with Grade C retro-reflective sheeting for the background.
- 4.1.2. Black non-reflective sheeting shall be used for all black arrows, legends (text), and borders on overhead signs.

### **4.2. Overhead Sign Structures**

- 4.2.1. The Design-Build Team shall consider the proposed roadway geometry, number of lanes (including one future median lane in each direction), and all advisory signing needs when selecting the type of overhead signing for a given location. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall, at a minimum, provide overhead signing at 1) the locations identified in the MUTCD, Section 2E.24 – Signing for Interchange Lane Drops and Section 2A.17 - Overhead Sign Installations, Items A – M, and 2) the following locations:
- Overhead signing locations shown on the *Signing Schematic*
  - An interior option lane with an outside drop lane at freeway-to-freeway multi-lane exits or an option lane at freeway-to-freeway ramp splits (use Arrow Per Lane signs)
  - A freeway ends and “ALL TRAFFIC EXIT”

- 4.2.2. Based on the Department's Preliminary Roadway Plans, overhead signs are not required on service interchange ramps, including those with three or more lanes approaching the -Y-Line. However, modifications to the interchanges shown the Department's Preliminary Roadway Plans may result in overhead signs being required based on the proposed modification. If the Design-Build Team elects to modify the interchanges shown in the Department's Preliminary Roadway Plans and the Department determines, in their sole discretion, that additional overheads signs are required due to modifying the interchanges shown in Department's Preliminary Roadway Plans, the Design-Build Team shall design, fabricate, and install the additional overhead signs at no additional cost to the Department.
- 4.2.3. The wind speed for the overhead sign structure and foundation designs for this project shall be 100 mph.
- 4.2.4. Overhead sign assemblies denoted with an asterisk on the *Signing Schematic* shall be designed, fabricated, and installed in accordance with the *Aesthetic Design Scope of Work* found elsewhere in this RFP.
- 4.2.5. The Design-Build Team shall design, fabricate, and install overhead sign supports and foundations in accordance with Section 906 of the NCDOT *Standard Specifications for Roads and Structures*, the *Foundations and Anchor Rod Assemblies for Metal Poles*, and *Overhead and Dynamic Message Sign Foundations* Project Special Provisions found elsewhere in this RFP.
- 4.2.6. For all overhead sign assemblies mounted on concrete median barrier, the Design-Build Team shall design, fabricate, and install median barrier footing and median transitional barrier in accordance with the NCDOT *Roadway Standard Drawing* No. 854.05.
- 4.2.7. The vertical clearance beneath all proposed overhead sign assemblies shall be no less than 17 feet and no greater than 18 feet. For all proposed overhead sign assemblies, the Design-Build Team shall submit documentation that verifies the actual vertical clearance at all critical points.
- 4.2.8. The Design-Build Team shall justify the bottom edge of all primary signs in a horizontal plane on proposed overhead sign structures denoted with an asterisk on the *Signing Schematic* or existing structures with aesthetic treatments.
- 4.2.9. The Design-Build Team shall center justify all primary signs in a horizontal plane on proposed overhead sign structures not denoted with an asterisk on the *Signing Schematic*.
- 4.2.10. The Design-Build Team shall match the existing justification of all primary signs on existing overhead sign structures without aesthetic treatments.
- 4.2.11. The maximum span length for cantilever overhead sign structures shall be 52 feet.
- 4.2.12. Lighting and walkways will not be required on any overhead sign assembly.

4.2.13. Overhead signs shall not be attached to existing or proposed bridges. Any other signs proposed to be attached to an existing or proposed bridge must receive written approval from NCTA prior to incorporation.

4.2.14. Steel sign hangers shall not extend outside or above proposed sign panels.

### 4.3. Overhead Sign Structure Inventory Numbers

4.3.1. The Design-Build Team shall submit an excel spreadsheet that includes all proposed overhead sign structure locations with the overhead sign structure line drawings. This spreadsheet shall also include the type of structure (cantilever, full span, pedestal) as well as geographic coordinate information shown in the example below:

Structure Number	Sign Structure	Type	Station	Latitude (Degrees)	Longitude (Degrees)
	A	Cantilever	Outside Project Limits on NB US 29	35.929633	-80.002204
	B	Full Span	-L- Sta. 12+50	35.932891	-79.995279
	C	Cantilever	-L- Sta. 35+50	35.936724	-79.988283
	D	Pedestal	Outside Project Limits on SB US 29	35.949003	-79.967006

4.3.2. Coordinates of the overhead sign structures shall be located within 50 feet of the center of the structure.

4.3.3. The Department will use the spreadsheet, as well as the overhead sign structure line drawings, to determine Overhead Sign Structure Inventory Numbers for all overhead sign structures. Once the Overhead Sign Structure Inventory Numbers are assigned, the Department will provide the numbers to the Design-Build Team to be included on each structure line drawing in the RFC Signing Plans. The geographic coordinate information of the proposed overhead sign structure locations shall not be included in the structure line drawings in the RFC Plans. Reference the Signing and Delineation Unit (SDU) Procedure Manual for further guidance.

### 4.4. Pedestal Overhead Sign Structures

4.4.1. The Design-Build Team has the option to design pedestal overhead sign assemblies for advance guide signs on Toll NC 540 as shown on the *Signing Schematic* as an alternative to cantilever overhead sign assemblies. Signs with exit directional and “EXIT ONLY” designation shall not utilize pedestal assemblies.

4.4.2. Pedestal overhead sign assemblies shall have a minimum 20 feet offset from the edge of travel lane to the centerline of the support. The Design-Build Team shall install guardrail or other approved positive protection for the overhead sign support.

4.4.3. The Design-Build Team shall design, fabricate, and install pedestal sign supports and foundations in accordance with the *Overhead and Dynamic Message Sign Foundations* Project Special Provision found elsewhere in this RFP.

4.4.4. The sign structure and steel sign hangers shall not extend outside or above the proposed sign panel.

#### 4.5. Proposed Overhead Wind Load Area

- 4.5.1. Overhead sign structures shall be designed for proposed and future signs. The designer shall determine wind load areas and include the wind load areas on the overhead sign structure drawings. The wind load area for the sign structures shall be determined to in accordance with the following:

**Case A: Identified Future Signs:** For sign structures that have an identified need for larger future signs shown on the *Signing Schematic*, the future signs shall be designed and shown on the overhead sign structure drawings. Future sign messages, sizes, and positions shall be shown on the elevation drawings. The largest potential wind load area shall be used for the design of the overhead structure.

**Case B: General Future Wind Load Area:** For overhead signs without identified future signs, the structure shall be designed for a larger wind load area to accommodate future signs that are not identified at the time of the structure design. General future wind load area sizes and positions shall be shown on the elevation drawings. The general future wind load area shall be computed as follows:

- The wind load area shall be rectangular for each primary sign including secondary and supplemental signs.
- The wind load area width shall extend two feet outside the proposed primary sign on each side of the sign. In cases where the wind load areas of two signs intersect, the taller area shall take priority. For cantilever structures, the wind load area shall be flush with the edge of the primary sign at the cantilevered end, such that the future four-foot wind load area does not extend past the end of a cantilever sign structure.
- For non-aesthetic overhead sign structures, the wind load area height shall extend two feet below the bottom of each sign and two feet above the top of each sign, including secondary and supplemental signs as well as the spacing between signs according to NCDOT *Roadway Standard Drawing* No. 904.20, and excluding temporary “all traffic exit” signs. For aesthetic overhead sign structures, the wind load area height shall be flush with the bottom of each sign and extend four feet above the top of each sign including secondary and supplemental signs as well as the spacing between signs. The minimum vertical clearance shall be measured from the bottom of the lowest wind load area.

**Case C: Exceptions from Case B:** The following are exempted from Case B, general future wind load areas:

- Arrow Per Lane Signs
- Interchange Sequence Signs on median barrier

#### **4.6. Existing Overhead Structures**

- 4.6.1. Prior to modifying an existing overhead sign assembly to accommodate proposed signs that exceed the original wind load area, the Design-Build Team shall perform a structural analysis of the overhead sign structure. 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, in the Department's sole discretion. The Design-Build Team may modify an existing overhead sign assembly to accommodate proposed signs that do not exceed the original wind load area without performing the aforementioned structural analysis.
- 4.6.2. When the aforementioned structural analysis determines that an existing overhead sign structure is structurally adequate to be retained or the proposed wind load area does not require a structural analysis, the Design-Build Team shall remove and dispose of all the existing overhead signs. The Design-Build Team shall install new signs on the retained existing overhead sign structure that adhere to the requirements herein. The Design-Build Team shall prepare Structure Line Drawings that depict 1) the existing signs to be removed, 2) the existing sign sizes, 3) the new sign designs, 4) the vertical clearance of all new signs, 5) the new signs positioning over travel lanes, 6) the lateral placement from supports, 7) the original wind load area, and 8) confirmation that the proposed wind load area does not exceed the original wind load area.
- 4.6.3. If the Department cannot provide existing overhead structure line drawings or shop drawings of the existing overhead sign structure, the Design-Build Team shall design and install new overhead sign structures.
- 4.6.4. The minimum vertical clearance beneath all existing overhead sign assemblies that are retained shall be 17 feet. For all existing overhead sign assemblies retained, the Design-Build Team shall submit documentation that verifies the actual vertical clearance at all critical points.

#### **4.7. Shop Drawings for Overhead Sign Structures**

The Design-Build Team shall prepare a shop drawing for each proposed and modified overhead sign structure for the Department's review and approval. For shop drawing design and submittal requirements, see *Guidelines for Preparation of Signing and Final Pavement Markings Plans for Design-Build Projects* and the *NCDOT Standard Specifications for Roads and Structures*.

#### **4.8. Guardrail or other Positive Protection for Overhead Sign Supports**

- 4.8.1. Except as allowed below, 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. To minimize right of way, utility, drainage and/or jurisdictional impacts, or to allow a cantilever overhead sign assembly in lieu of a full-span overhead sign assembly, the minimum 40-foot offset may be reduced, at the Department's sole discretion. All overhead sign supports that

are not located a minimum of 40 feet from the edge of the outside travel lane to the center of the sign support shall be protected by guardrail or other NCDOT approved positive protection. When an overhead sign support is protected by guardrail, the face of the guardrail shall be located a minimum of eight feet from the center of the sign support.

- 4.8.2. The Design-Build Team shall review the protection for all existing overhead structure supports that are retained to determine if the existing positive protection meets current requirements. If the positive protection does not meet current requirements, the Design-Build Team shall design and construct new positive protection that adheres to the current requirements.

- 4.8.3. Cable-guide rail shall not be used as positive protection for overhead sign supports.

#### **4.9. Verification of Theoretical Information shown on Structure Line Drawings**

The Design-Build Team shall verify the information on the Structure Line Drawings prior to submittal of shop drawings for the Department's review and acceptance. At a minimum, the aforementioned verification shall include confirmation of the sign(s) positioning over lanes, span length, sign offsets, s drops, and the slopes at the center line of the support/upright. When theoretical dimensions or slopes are revised during construction, the Design-Build Team shall submit a revised Structure Line Drawing with the shop drawing.

### **5. GROUND MOUNTED SIGN SUPPORTS**

#### **5.1. Types A and B**

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

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

- 5.1.2. Prior to installation, the Design-Build Team shall 1) field verify all Type A and B ground mounted sign supports, 2) recalculate the field verified S-Dimensions, using the latest edition of the design software on the website noted above, and 3) revise the beam sections, where applicable. The Design-Build Team shall use the most recent version of the ground mounted sign support selection workbook tool, in accordance with the submittal schedule outlined in the "Instructions" tab of the tool.
- 5.1.3. On freeways and expressways, the minimum lateral offset for Type A and B ground mounted signs on breakaway supports shall be 30 feet, unless approved otherwise by the Department. The lateral offset shall be measured from the edge of the travel lane closest to the shoulder to the closest sign edge.
- 5.1.4. On freeways and expressways, all Type A and B ground mounted signs on simple (non-breakaway) supports shall be protected by guardrail, barrier, or another form of approved



positive protection. The minimum lateral distance between the face of guardrail and the closest sign edge shall be six feet.

## **5.2. Types D, E, and F**

- 5.2.1. Unless otherwise approved by the Department, the vertical mounting height for ground mounted Type D, E and F signs shall be a minimum of seven feet and maximum of eight feet from the edge of the travel lane to the bottom of the sign.
- 5.2.2. Unless noted otherwise elsewhere in this RFP, all Type D, E and F signs shall be installed on U-channel posts in accordance with the NCDOT *Roadway Standard Drawings*. Type D signs shall not exceed eight feet in width and/or 24 square feet. Unless positively protected, all Type D signs shall be installed on a maximum of two U-channel posts.

## **5.3. Toll Facility Route Sign Assemblies**

Toll Facility Route Sign Assemblies shall be mounted on steel support(s) with foundation(s) designed with the latest steel support design software.

## **5.4. Location**

For all ground mounted sign supports on concrete median barriers, the Design-Build Team shall be responsible for the design.

# **6. EXISTING SIGNS, TEMPORARY SIGNS AND SIGN MAINTENANCE**

## **6.1. Removal and Disposal of Existing Signs**

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

## **6.2. Temporary Sign and Support Design**

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

## **6.3. Sign Maintenance**

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

the completion of this project shall be plumb, oriented correctly and adhere to AASHTO requirements.

Unless approved by the Division Logo Coordinator, in writing, all Logo and TOD signs shall be immediately relocated to a temporary or permanent location. If a temporary removal is granted, the Design-Build Team shall notify the Division Logo Coordinator in writing at least seven days prior to removal and deliver the business panels to the Division Logo Coordinator once removed.

## **7. FINAL SIGNING PLANS**

### **7.1. CADD Files**

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

### **7.2. Construction Revisions**

After submittal of RFC Signing Plans, the Design-Build Team shall submit all construction revisions to the NCTA for review and acceptance prior to incorporation.

### **7.3. As-Built Plans**

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

**STRUCTURES SCOPE OF WORK**

(8-10-23)

**1. PROJECT SCOPE****1.1. Required Bridges**

The Design-Build Team shall design and construct all bridges necessary to complete the project including, but not limited to, the following:

- Bridge on -Y22RPAFLY- over future -Y22FLYCA-
- Bridge on -Y22RPAFLY- over -Y22SLIPRPA-
- Bridge on -Y22RPAFLY- over Bushy Branch (tributary to Swift Creek)
- Bridge on -Y22RPE- over Bushy Branch (tributary to Swift Creek)
- Dual Bridges on Toll NC 540 over Bushy Branch (tributary to Swift Creek)
- SR 2700 (White Oak Road) at Toll NC 540
- Dual Bridges on Toll NC 540 over White Oak Creek (tributary to Swift Creek) and White Oak Creek Greenway
- US 70 at Toll NC 540
- -Y24RPAR- over North Carolina Railroad Company/Norfolk Southern Railway. This bridge may be combined with the Toll NC 540 westbound bridge over North Carolina Railroad Company/Norfolk Southern Railway.
- Dual Bridges on Toll NC 540 over North Carolina Railroad Company/Norfolk Southern Railway
- -Y24RPDR- over North Carolina Railroad Company/Norfolk Southern Railway. This bridge may be combined with the Toll NC 540 eastbound bridge over North Carolina Railroad Company/Norfolk Southern Railway.
- SR 1004 (East Garner Road) at Toll NC 540 including -Y24RPAR- and -Y24RPDR-

**1.2. Other Structures**

The Design-Build Team shall design and construct all other structures necessary for the project including:

- All retaining walls required by their design
- All sound barrier walls required by their design (Reference the *Roadway Scope of Work* found elsewhere in this RFP)
- All other reinforced concrete box culverts/reinforced concrete box culvert extensions required by their design. Reinforced concrete box culvert designs shall be in accordance with the Hydraulic Culvert Survey Reports prepared by the Design-Build Team and accepted by the Department. (Reference the *Hydraulics Scope of Work* found elsewhere in this RFP)

- All sign structures, gantry structures, and All Electronic Toll infrastructure buildings as described elsewhere in this RFP. Foundations for toll gantries that include spread footings, grade beams, etc. shall be designed and constructed such that the top plane of the footing is no higher than 2 feet below the finished grade to ensure cabinet placement above the footing is possible.

### 1.3. Bridge Geometry

- 1.3.1. All bridges shall meet the geometric criteria shown in the accepted Preliminary Roadway Plans developed by the Design-Build Team and/or the accepted Hydraulic Bridge Survey Reports prepared by the Design-Build Team.
- 1.3.2. Excluding beneath straddle bents, the minimum vertical clearance for bridges constructed over all interstates, freeways, expressways, and arterials shall be 17'-0".
- 1.3.3. Excluding beneath straddle bents, the minimum vertical clearance for bridges constructed over all local roads and collector roads shall be 15'-6".
- 1.3.4. The minimum vertical clearance under straddle bents shall be 18'-0".
- 1.3.5. The minimum vertical clearance for bridges constructed over all multi-use paths and greenways shall be 10'-0".
- 1.3.6. For minimum horizontal and vertical railroad clearance requirements for the bridges over North Carolina Railroad Company/Norfolk Southern Railway reference the *Railroad Coordination Scope of Work* found elsewhere in this RFP.
- 1.3.7. For bridges over Toll NC 540, interior bents in the median shall be located in the center of the median and skewed to parallel the mainline.
- 1.3.8. Excluding bridges over waterways, wetlands, and railroads, all new bridges shall be designed and constructed with vertical abutments. The term "vertical abutment" includes cast-in-place abutments, soil nail walls, and mechanically stabilized earth walls.
- 1.3.9. At waterway and wetland bridge locations, the Design-Build Team shall not increase impacts to waterways and/or wetlands beyond that shown on the Preliminary Roadway Plans provided by the Department. The bridges over waterways and wetlands shall have spill through slopes with rip rap slope protection.
- 1.3.10. Bridges over railroads shall have spill through slopes with concrete slope protection.
- 1.3.11. Bridges on or over Toll NC 540 shall be long enough and high enough to accommodate the addition of one future 12-foot median through lane in each direction of Toll NC 540, as well as any additional width required to accommodate the associated future hydraulic spread without the need to reconstruct any of the substructure elements including, but not limited to, retaining walls located at the end bents or obtain a future design exception including, but not limited to, all minimum vertical clearance requirements noted elsewhere in this RFP. For the aforementioned future design exception, reducing design elements to the posted speed will not be allowed.

The Design-Build Team shall indicate in the Technical Proposal how the aforementioned future construction can be accomplished without the need to reconstruct any of the substructure elements or obtain a future design exception.

- 1.3.12. For bridges on Toll NC 540, the Design-Build Team shall construct any additional outside bridge width required to accommodate the future hydraulic spread of adding one future 12-foot median through lane in each direction of Toll NC 540.
- 1.3.13. Bridges on or over US 70 shall be long enough and high enough to allow for the US 70 interchange to be converted to a Reduced Conflict Interchange (RCI) in the future without the need to reconstruct any of the substructure elements including, but not limited to, retaining walls located at the end bents or obtain a future design exception including, but not limited to, all minimum vertical clearance requirements noted elsewhere in this RFP. For the aforementioned future design exception, reducing design elements to the posted speed will not be allowed. Post Award, the Design-Build Team shall prepare functional horizontal and vertical designs for converting the proposed US 70 interchange to an RCI, as well as a Design Exception Checklist, for the Department's review and acceptance. (Reference the *Roadway Scope of Work* found elsewhere in this RFP)
- 1.3.14. Bridges over SR 1004 (East Garner Road) shall be single span bridges, without interior bents. The aforementioned bridges shall be long enough and high enough to accommodate the future symmetrical widening required to construct a 16-foot center lane (40 feet total roadway width) along SR 1004 (East Garner Road), 2'-6" curb and gutter along the outside edge of pavement, with 1) a minimum 17-foot berm along the north side and 2) a minimum 12-foot berm, along the south side without the need to:
1. reconstruct any of the substructure elements, including but not limited to retaining walls located at the end bents or,
  2. obtain a future design exception, including but not limited to all minimum vertical and horizontal clearance requirements noted elsewhere in this RFP.
- The Design-Build Team shall indicate in the Technical Proposal how the aforementioned future construction can be accomplished without the need to reconstruct any of the substructure elements or obtain a future design exception, if applicable. (Reference the *Roadway Scope of Work* found elsewhere in this RFP)
- 1.3.15. For the eastern end bent of the bridge on -Y22RPAFLY- over future -Y22FLYCA-, the Design-Build Team shall design and construct a straight retaining wall between the bridge on -Y22RPAFLY- over future -Y22FLYCA- and the bridge on -Y22FLYCC- over future -Y22FLYCA-. The straight retaining wall shall tie to the corner of the proposed turned back wall of the bridge on -Y22FLYCC- over future -Y22FLYCA-. The Design-Build Team will not be required to remove the turned back wall of the bridge on -Y22FLYCC- over future -Y22FLYCA-. (Reference the proposed bridge at Toll NC 540 and NC 55)
- 1.3.16. End bents at each end of dual bridges shall have the same skew angle and one continuous end slope/vertical abutment. Staggered/offset end bents at dual bridges will not be allowed.

#### **1.4. Bridge Details**

- 1.4.1. Unless noted otherwise elsewhere in this RFP, all proposed bridge barrier rails shall be per Standard Drawing CBR1, modified as necessary to meet any aesthetic

- requirements. (Reference the *Aesthetic Design Scope of Work* found elsewhere in this RFP)
- 1.4.2. Vandal fencing is not required along the outside edge of bridges constructed over the North Carolina Railroad/Norfolk Southern Railway.
- 1.4.3. On all structures with sidewalks, multi-use paths, or designated future sidewalks, the proposed barrier rails shall be per Standard Drawing BMR34, modified as necessary to meet any aesthetic requirements. (Reference the *Aesthetic Design Scope of Work* found elsewhere in this RFP) The top of the parapet for the Two-Bar Metal Rail shall be set 2'-6" above the multi-use path, future multi-use path, sidewalk or future sidewalk. For separation between travel lanes and multi-use paths, use Standard Drawing CBR2 or an approved vertical face barrier rail.
- 1.4.4. The Design-Build Team shall provide sidewalks and/or multi-use paths on or beneath bridges, as shown in the table below:

<b>-Y- Line</b>	<b>If the design includes the -Y- Line over Toll NC 540 (including all ramps and loops), the -Y- Line bridge shall include:</b>	<b>If the design includes the -Y- Line under Toll NC 540 (including all ramps and loops), the Toll NC 540 (including all ramps and loops) bridge(s) shall be long to accommodate the following along the -Y- Line:</b>
<b>SR 2700 (White Oak Road)</b>	A 5'-6" sidewalk on the south side and a 12'-0" multi-use path on the north side with barrier between the multi-use path and travel lanes.	A 12'-0" berm including a 5'-0" sidewalk on the south side and a 17'-0" berm including a 10'-0" multi-use path on the north side.
<b>US 70</b>	A 5'-6" sidewalk on the south side and a 12'-0" multi-use path on the north side with barrier between the multi-use path and travel lanes.	A 12'-0" berm including a future 5'-0" sidewalk on the south side and a 17'-0" berm including a future 10'-0" multi-use path on the north side.
<b>SR 1004 (East Garner Road)</b>	A 12'-0" multi-use path on the north side with barrier between the multi-use path and travel lanes and a 5'-6" sidewalk on the south side.	A 17'-0" berm including a 10'-0" multi-use path on the north side and a 12'-0" berm including a 5'-0" sidewalk on the south side.

- 1.4.5. The number of expansion joints for each structure shall be kept to a minimum. Structures shall be integral if the criteria listed in the NCDOT *Structures Management Unit Manual* is met. The criteria in Section 6.2.3.2 of the NCDOT *Structures Management Unit Manual* shall apply to all roadways, including Secondary Routes that meet the criteria for North Carolina Routes.

- 1.4.6. Excluding elastomeric bearing pads at integral end bents, all elastomeric bearing pads at bridges with concrete girders shall be similar to Standard Drawing EB1 and EB2, with anchor bolts extending through the elastomeric bearing pads.
- 1.4.7. Diaphragms for integral end bents shall extend the full length of the end bent cap.
- 1.4.8. For bridges with concrete slope protection and 1.5:1 fill slopes, extend end bent slope protection from the toe of slope to berm and to 1.75:1 (H:V) slope. For bridges with concrete slope protection and 1) end bent cut slopes or 2) 2:1 or flatter end bent fill slopes, extend end bent slope protection from the toe of slope to berm and to the limits of the superstructure.
- 1.4.9. For rigid approach pavements, the roadway end of the approach slab shall be perpendicular to the control line. For flexible approach pavements, the roadway end of the approach slab shall be parallel to the end bent fill face unless the end bent skew angle is greater than 150 degrees or less than 30 degrees. When the end bent skew angle is greater than 150 degrees or less than 30 degrees, the roadway end of the approach slab shall be perpendicular to the control line. Stepped approach slabs will not be allowed.

## **1.5. Aesthetics**

- 1.5.1. Unless noted otherwise below, all new bridges, retaining walls, sound barrier walls, signs, and gantries shall have aesthetic treatments as more fully described in the *Aesthetic Design Scope of Work* found elsewhere in this RFP.
- 1.5.2. All bridges over waterways, wetlands, and railroads shall not include aesthetic treatments.

## **1.6. Sound Barrier Walls**

All sound barrier walls less than or equal to 30-foot in height shall be designed for a minimum wind load of 27psf.

## **2. GENERAL REQUIREMENTS**

### **2.1. Design Team Qualification**

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

### **2.2. Structure Numbers**

The Design-Build Team shall obtain Structure Numbers from NCDOT for all new bridges. For proposed bridges, the Design-Build Team shall include Structure Numbers on the applicable design layout sheets, all plans, and all correspondence with NCDOT pertaining to bridge work.

### **2.3. Prestressed Florida I-Beams, Prestressed Concrete Committee for Economic Fabrication Prestressed Concrete Girders, and Modified Bulb Tee Girders**

Use of Florida Department of Transportation Prestressed Florida I-Beams (FIB), the Prestressed Concrete Committee for Economic Fabrication (PCEF) prestressed concrete girders, and Modified Bulb Tee girders will be allowed. The structural details associated with the items including, but

not limited to, mild reinforcing and reinforcing cover, shall be subject to NCDOT review and acceptance post-award.

## **2.4. Construction and Materials**

Unless noted otherwise elsewhere in this RFP, all construction and materials shall be in accordance with 2018 NCDOT *Standard Specifications for Roads and Structures*, NCDOT *Structures Management Unit Project Special Provisions* and NCDOT *Structures Management Unit Standard Drawings*.

## **2.5. Design Practices**

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

## **2.6. Prohibitions**

Unless noted otherwise elsewhere in this RFP, the following will not be allowed on the project:

- Cored slab, box beam, nonredundant steel tension members (straddle bents are permitted if necessary), deck girder and cast-in-place deck slab bridges
- Precast bridge barrier rails
- Metal plate arch culverts
- Precast culverts (excluding pipes)
- Interior pile bents at roadway grade separations or railroad grade separations
- Interior pipe pile bents
- Monotube or cantilever DMS (if required on project) support structures
- Bridge attachments in the overhang of bridge structures (outside of exterior girders)
- Casting of conduit in the bridge deck or barrier rail, excluding lighting conduit where required by the Final Lighting Plans provided by the Department
- Bridge piers adjacent to an outside roadway shoulder
- Modular expansion joints
- Attachment of sign structures to bridges
- Shallow foundations behind MSE abutment walls
- Bridge spans with less than four girder lines
- Haunched or tapered plate girders
- Multiple girder depths on an individual bridge
- Sound barrier walls constructed on top of retaining walls



### 3. PRINCIPLE STANDARDS

Perform all work in accordance with the latest publication of the following, including all revisions, errata, addenda, etc., effective on the Technical Proposal submittal date unless noted otherwise elsewhere in this RFP:

- AASHTO *LRFD Bridge Design Specifications* (with exceptions noted in the NCDOT *Structures Management Unit Manual*)
- NCDOT *Structures Management Unit Manual* (including Policy Memos)
- NCDOT *LRFD Driven Pile Foundation Design Policy*
- NCDOT *Roadway Design Manual, Chapter 5*
- NCDOT *Structures Management Unit Standard Drawings*
- NCDOT *Structures Management Unit Project Special Provisions*

**TRAFFIC SIGNALS AND SIGNAL COMMUNICATIONS SCOPE OF WORK** (4-13-23)**1. GENERAL****1.1. General Scope**

- 1.1.1. The Design-Build Team shall design and prepare plans for the temporary traffic signal installations required by the construction phasing and/or detour routes, permanent traffic signal installations, traffic signal revisions, and signal communication plans for connection to municipal signal systems and/or Division 5 standalone closed-loop signal systems. This work shall include, but not be limited to, the preparation of Traffic Signal Plans, Metal Pole Loading Diagrams, Electrical and Programming Details, Utility Make-Ready Plans, Signal Communication Plans, Wireless Communication Plans (for temporary signals), and Project Special Provisions. These plans shall be prepared in accordance with the *NCTA Design-Build Submittal Guidelines* provided by NCTA and the *Guidelines for the Preparation of ITS & Signal Plans by Private Engineering Firms* available on the Design-Build Unit's website located at:

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

- 1.1.2. The Design-Build Team shall select a Private Engineering Firm (PEF) that is under the direct charge of a North Carolina-certified Professional Engineer and prequalified by NCDOT in the following Discipline Codes:

- 207 – *Signal Design*
- 208 – *Signal Equipment Design/Application*
- 209 – *Signal System Design*
- 210 - *Signal System Timing Development and Implementation*

The Private Engineering Firm shall also have experience preparing Utility Make Ready plans.

- 1.1.3. The Design-Build Team shall coordinate and implement all signal designs at the appropriate time as directed by the Engineer. Prior to placing traffic in a new pattern, all traffic signals shall be installed and operational including, but not limited to, signal system timing plans and interconnection to the Signal System, if required below.

**1.2. Pre-Design Coordination**

- 1.2.1. A pre-design meeting shall take place between the NCDOT Transportation Systems Management & Operations (TSMO) Unit, the Work Zone Traffic Control Group, the Design-Build Team, the NCTA, the Division 5 Traffic Engineer, the Regional Traffic Engineer, local municipalities (if applicable), and any other pertinent NCDOT personnel before signal submittals begin. Traffic Signal, Electrical Detail, and Signal Communication Plan submittals shall only be reviewed and accepted by the Department after this predesign meeting. All Traffic Signal and Signal Communication Plans shall be accepted by the TSMO Unit prior to beginning traffic signal construction.

- 1.2.2. Except as noted otherwise elsewhere in this RFP, the Design-Build Team shall maintain, monitor and adjust the traffic signals, both vehicle and pedestrian, as needed throughout the project construction. The Design-Build Team shall be responsible for the design and implementation of all temporary signal designs including, but not limited to, signal system timing plans, needed to maintain vehicular and pedestrian traffic during construction, and all final traffic signal timing plans for the final traffic configurations. If necessary, temporary traffic signal designs and implementation shall include, but not be limited to, new local controller, signal timing, cables, poles, signal span, cabinets, and/or signal heads (vehicular or pedestrian). Prior to implementation, all signal system timing plans shall be reviewed and accepted by the TSMO Unit. Where construction activities necessitate a detour, the Design-Build Team shall evaluate the effects of that detour on all signals along the detour route. The Design-Build Team shall make operational changes as necessary and as directed by the Engineer.
- 1.2.3. Throughout the project construction, the Design-Build Team shall maintain full actuation of the traffic signals located within the project limits, unless allowed otherwise by the Engineer in writing.
- 1.2.4. The Design-Build Team shall incorporate all traffic signals on this project into their respective signal system, as detailed below. To connect sidewalk networks, the Design-Build Team shall provide crosswalks and pedestrian signal heads for all approaches, as appropriate, based on field conditions. Crosswalks and pedestrian signal heads will not be required where there is no sidewalk.
- 1.2.5. All temporary signal installations may utilize wood poles for signal supports.
- 1.2.6. Prior to final design and installation, the Design-Build Team shall coordinate all signal phasing recommendations with the Division 5 Traffic Engineer, the Regional Traffic Engineer, local municipalities (if applicable), and the TSMO Unit.

### **1.3. Disposal of Existing Equipment**

- 1.3.1. The Design-Build Team shall deliver all electronic equipment including, but not limited to, existing cabinets and their contents, fiber modems, telephone/cellular modems, radio equipment that are not reinstalled on this project to the Division 5 Traffic Services Office (1041 Prison Camp Road, Durham, 27705). A minimum of one week prior to removal of electronic equipment, the Design-Build Team shall contact the Division 5 Traffic Engineer during normal business hours, to coordinate a specific day and time for the Design-Build Team to deliver the salvaged material to the Department. Prior to delivery to the Department, the Design-Build Team shall stockpile all salvaged material. The Design-Build Team shall exercise care to ensure the equipment is not damaged during removal, storage, and delivery.
- 1.3.2. The Design-Build Team shall dispose of and/or retain ownership of all other traffic signal equipment.

## 1.4. Signal Inventory Numbers

Signal Inventory Numbers (SIN) will be assigned for each new signalized location by the TSMO Unit. Once all the traffic signal locations have been finalized and accepted by the Department, the Design-Build Team shall submit a written request for the SIN(s) to the NCDOT TSMO Unit, via NCTA. At a minimum, this request shall list each signal location that requires a SIN and include the following:

- County
- Nearest Municipality
- Names of all intersecting roads that will be under signal control, including state route numbers (Interstate, US, NC or SR) and common street names
- The dominant through movement

## 1.5. Principle Standards

1.5.1. The Design-Build Team shall be responsible for providing a safe and economical design for the public. The Design-Build Team shall prepare all plans and designs in accordance with the current TSMO Unit design standards including, but not limited to, the version of the following documents effective on the Technical Proposal submittal date:

- NCDOT *Standard Specifications for Roads and Structures*
- NCDOT *Standard Roadway Drawings*
- ITS & Signals Unit Project Special Provisions
- ITS & Signals Unit Design Manual
- *Manual on Uniform Traffic Control Devices (MUTCD)*
- *North Carolina Supplement to the Manual on Uniform Traffic Control Devices (NCMUTCD)*
- *Guidelines for the Preparation of ITS & Signal Plans by Private Engineering Firms*
- NCDOT *Signal System Timing Philosophy Manual*

1.5.2. Links to additional ITS & Signals Unit design standards and aides are available on website noted below:

<https://connect.ncdot.gov/resources/safety/Pages/ITS-and-Signals.aspx>

## 2. TRAFFIC SIGNALS

The Design-Build Team shall provide five (5) new traffic signals and modify one (1) existing traffic signal. The signals shall be interconnected as noted in the tables below. Reference Section 3.1 below for the system interconnection requirements. The traffic signal detection for the final traffic patterns shall be inductive loop detection unless 1) the required location of the inductive loop is within a bridge deck, and/or 2) the Department provides written approval otherwise. The Design-Build Team may provide out of street detection for 1) temporary traffic patterns during construction and 2) final

traffic patterns at locations where inductive loops would be located within a bridge deck. All other out of street detection applications shall be approved by the Department, in writing, prior to incorporation. All out of street detection must be on the NCDOT Qualified Products List. Unless allowed elsewhere in this RFP, the required traffic signal work and signal communications for each intersection are listed below:

<b>NCDOT – White Oak Rd. Closed-Loop System – New Signals</b>		
<b>Signal Inventory Number</b>	<b>Intersection Description</b>	<b>Work Requirements</b>
<b>05-TBD (NEW)</b>	SR 2700 (White Oak Rd.) at Toll NC 540 WB Ramps	Design and install a new, fully actuated traffic signal with 2070 controller operating MAXTIME Software, in a 170 cabinet with an auxiliary output file, including base extender. The operating software shall be finalized at the pre-design meeting.
<b>05-TBD (NEW)</b>	SR 2700 (White Oak Rd.) at Toll NC 540 EB Ramps	Provide Flashing Yellow Arrow signal heads at all protected/permissive and permissive left turns and U-turns, if appropriate, including time of day (alternative) phasing options.
<b>05-TBD (NEW)</b>	SR 2700 (White Oak Rd.) at SR 2555 (Raynor Rd.) and Tiffany Creek Dr.	Install new galvanized metal strain poles with span wire or metal poles with mast arms (preferred) at the Toll NC ramp terminal intersections. Install new galvanized metal strain poles or wood poles with span wire at the SR 2555 (Raynor Rd.)/Tiffany Creek Dr. intersection.  Incorporate these signals into the new SR 2700 (White Oak Rd.) Closed-Loop Signal System.  Wireless equipment may be used to temporarily interconnect the signals along this corridor. However, at the completion of the project, the signals shall be connected using fiber optic cable as described in Section 3.1.1 of this Scope of Work.

<b>NCDOT – US 70/NC 42 Closed-Loop System – New Signals</b>		
<b>Signal Inventory Number</b>	<b>Intersection Description</b>	<b>Work Requirements</b>
<b>05-TBD (NEW)</b>  <b>and</b>  <b>05-TBD (NEW)</b>	US 70 at Toll NC 540 WB Ramps          US 70 at Toll NC 540 EB Ramps	<p>Design and install a new, fully actuated traffic signal with 2070 controller operating MAXTIME Software, in a 170 cabinet with an auxiliary output file, including base extender. The operating software shall be finalized at the pre-design meeting.</p> <p>Provide Flashing Yellow Arrow signal heads at all protected/permissive and permissive left turns and U-turns, if appropriate, including time of day (alternative) phasing options.</p> <p>Install new galvanized metal strain poles with span wire or metal poles with mast arms (preferred) at this location.</p> <p>Incorporate these signals into the existing US 70/NC 42 Closed-Loop Signal System.</p> <p>Wireless equipment may be used to temporarily interconnect the signals along this corridor. However, at the completion of the project, the signals shall be connected using fiber optic cable as described in Section 3.1.1 of this Scope of Work.</p>

<b>NCDOT – US 70/NC 42 Closed-Loop System – Signal to be Modified</b>		
<b>Signal Inventory Number</b>	<b>Intersection Description</b>	<b>Work Requirements</b>
<b>05-1150 (Existing)</b>	US 70 at Garner Business Park & TV Tower Rd.	<p>Modify this existing traffic signal as needed to match all temporary construction phasing and the proposed final traffic pattern. This may require signal phasing changes, signal head changes, system detectors and/or system interconnection equipment.</p> <p>Upgrade existing 2070 controller to operate MAXTIME Software. The operating software shall be finalized at the pre-design meeting.</p> <p>Existing wood poles may be retained; wood poles are permissible for any required new poles.</p> <p>Incorporate this signal into the existing US 70/NC 42 Closed-Loop Signal System.</p> <p>Wireless equipment may be used to temporarily interconnect the signals along this corridor. However, at the completion of the project, the signals shall be connected using fiber optic cable as described in Section 3.1.1 of this Scope of Work.</p>

### 3. TRAFFIC SIGNAL AND COMMUNICATION PLANS

#### 3.1. Signal Communications Routing Plans

3.1.1. In the final phase of construction, the Design-Build Team shall design, install, and maintain the following communications networks as noted below:

- SR 2700 (White Oak Rd.) Closed-loop Signal System (to be operated by Division 5) - Ethernet communications using 24 Fiber Trunk Cable with 12 Fiber Drop Cable to the cabinet.
- US 70/NC 42 Closed-loop Signal System (to be operated by Division 5) – Ethernet communications using 24 Fiber Trunk Cable with 12 Fiber Drop Cable to the cabinet.

3.1.2. Reference the *ITS Scope of Work* found elsewhere in this RFP for additional ITS requirements.

- 3.1.3. For each signal system located at a ramp terminal, the Design-Build Team shall provide a 12-fiber drop/tie-in from one of the signals to the NCDOT 144-fiber device cable trunkline, and splice into the NCDOT 144-fiber device cable as directed by Engineer.

### **3.2. PLANS AND SUBMITTALS**

- 3.2.1. The submittals shall consist of the four (4) major items listed below:

- Traffic Signal Plans
- Signal Communications Plans including Splice Plans
- Project Special Provisions
- Catalog Cut Sheets

- 3.2.2. For signals within a signal system, the submittal shall include all the signals associated with the signal system.

- 3.2.3. Prior to construction, the Design-Build Team shall provide a detailed set of Signal Plans, Signal Communications Plans, Project Special Provisions and Catalog Cut Sheets as required above for the Department's review and acceptance. No construction related to the installation of these systems shall begin until NCDOT has accepted the RFC Plans, Project Special Provisions and Catalog Cut Sheets.

### **3.3. Utility Make-Ready Plans**

- 3.3.1. In conjunction with the development of the Traffic Signals and Signal Communications Plans, the Design-Build Team shall also develop a set of Utility Make-Ready Plans. The Design-Build Team shall schedule coordination meetings with each affected utility owner and pertinent NCDOT personnel.

- 3.3.2. The Design-Build Team shall install all traffic signal equipment, 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 proper utility representatives.

## **4. JUNCTION BOXES**

For all underground splice enclosure locations, the Design-Build Team shall furnish and install new *Special Oversized Heavy-Duty Junction Boxes* that meet the requirements of Sections 1098-5 and 1716 of the 2018 NCDOT *Standard Specifications for Roads and Structures* and have minimum inside dimensions of 36" (l) x 24" (w) x 24" (d).

For all other locations, the Design-Build Team shall furnish and install new *Oversized Heavy-Duty Junction Boxes* that meet the requirements of Sections 1098-5 and 1716 of the 2018 NCDOT *Standard Specifications for Roads and Structures* and have minimum inside dimensions of 30" (l) x 15" (w) x 24" (d).



Store 50-foot of spare cable for each cable, in all junction boxes and in 20-foot of spare cable in all signal cabinets.

Furnish junction box lids with “NCDOT Fiber Optic” logo.

## **5. MATERIALS**

### **5.1. New Equipment Required**

When existing equipment (signal cabinets, hub cabinets, Ethernet equipment, electronic equipment, fiber, conduit, messenger cable, etc.) is replaced, the Design-Build Team shall replace existing equipment with new equipment. All material, equipment and work shall adhere to the 2018 NCDOT *Standard Specifications for Roads and Structures* requirements. Materials, where applicable, shall be pre-approved on the Department’s QPL. The QPL web site is:

**<https://connect.ncdot.gov/resources/safety/Pages/default.aspx>**

### **5.2. Material Specifications**

Prior to incorporation, the Design-Build Team shall provide detailed specifications for all material, equipment and/or work that is not covered in the 2018 NCDOT *Standard Specifications for Roads and Structure* for Department approval. The Design-Build Team shall provide specifications and plans that address the material requirements and construction methods. No equipment or material shall be installed until it has been approved by the Department in writing. Catalog cuts will not be required for items on the QPL. Items not listed on the QPL shall require Department written approval prior to incorporation.

## **6. MAINTENANCE AND REPAIR REQUIREMENTS**

From the beginning of construction until the final project acceptance, the Design-Build Team shall maintain and repair all system components within the project scope including, but not limited to, signal cabinets, loops, signal heads, conduit systems, communications lines, splice cabinets, etc. After project acceptance, the Design-Build Team shall perform all system repairs resulting from faulty materials and/or workmanship, in accordance with the *Three Year Guarantee* Project Special Provision found elsewhere in this RFP, or longer if the Design-Build Team extends the warranty period.

## **7. PLAN OF RECORD DOCUMENTATION**

The Design-Build Team shall prepare and submit to the Department Plan of Record (POR) documentation that depicts the conduit and equipment device locations. The Design-Build Team shall submit final POR documentation in electronic and hard copy format for acceptance by the Department. At a minimum, the POR documentation shall include, but not be limited to, the following:

- Electronic plans in MicroStation (latest release in use by the Department) and PDF format. Each sheet of the Signal Plans shall be an individual PDF file.

- Hard copy documentation on 11 x 17-inch plan sheets
- Final location and depth of conduits, wiring external to the cabinets, locations of splice closures, junction box locations, and SMFO cable terminations
- Real world coordinates for all devices, splice enclosures, junction boxes, and equipment cabinets installed or utilized under this project
- Coordinates in English units using the North Carolina State Plane coordinate system (1983 North American Datum also known as NAD '83)
- Coordinates that do not deviate more than 1.7 feet in the horizontal plane and 3.3 feet in the vertical plane. Global positioning system (GPS) equipment able to obtain the coordinate data within these tolerances may be used

## **8. LOCAL AREA NETWORK**

### **8.1. Ethernet Systems**

For the traffic signals in systems, the Design-Build Team shall provide, install and make operational Ethernet edge switches (provided by NCDOT) in all cabinets, with associated 1E communications modules.

For all Ethernet-based systems the Design-Build Team shall furnish and install media access control (MAC) addresses for all equipment utilized as part of this project. MAC address labels shall be affixed to each device utilized. IP addresses shall be furnished for all equipment utilized as part of this project. When replacing existing equipment or installing new equipment, IP address information shall be obtained from the equipment operator to ensure proper operations within their respective systems. Final IP address labels shall be affixed to each device utilized. LAN equipment shall be fully integrated, providing local device failover and fault tolerance, virus protection, user authentication, and security functions to prevent unauthorized user and data from entering the LAN.

### **8.2. Plans and Architecture**

- 8.2.1. The Design-Build Team shall ensure that all plans and designs conform to the NCDOT and NC Statewide IT Policies and Standards as described at:

**<https://it.nc.gov/resources/state-it-policies>**

- 8.2.2. The Design-Build Team shall submit all architecture of the IT modules for review and approval by NCDOT IT and the NC Office of Information Technology architecture groups.

## **9. INTEGRATION & TESTING**

### **9.1. Integration**

The Design-Build Team shall integrate each system device with its respective system, and work with the system operator to ensure that each device is functioning properly within the system.

### **9.2. Testing, Remedy for Deficiencies, and Reporting**

- 9.2.1. The Design-Build Team shall develop unit and system test plans and procedures for each device and component and submit to the Engineer for review and approval. This includes, but is not limited to, signal equipment, fiber optic communications cable, and local to central equipment/communications testing. Upon completion of the system installation and integration, the Design-Build Team shall conduct unit and system tests according to the approved test plans and procedures. The Design-Build Team shall be responsible for providing all necessary test equipment.
- 9.2.2. In case of failures and substandard performance, the Design-Build Team shall identify the cause of failure and/or substandard performance, repair or replace the faulty parts and components and repeat the test. If the problem persists, the Design-Build Team shall replace the entire unit causing the problem prior to repeating the test at no additional cost.
- 9.2.3. After successful completion of all units and system test, the Design-Build Team shall submit the test reports, along with the record of repairs and part replacements, to the Engineer.

## **10. SIGNAL SYSTEMS TIMING – CLOSED-LOOP SYSTEMS**

### **10.1. Signal System Timing Coordination**

The Design-Build Team shall develop and implement all temporary and final coordinated timings plans for all signals. This work shall include the design, implementation and fine-tuning of signal timing plans, and evaluation of the final operational benefits associated with work performed on the project. The signal timing plans shall be designed to address all possible traffic needs within the project construction limits, including, but not limited to:

- Roadway capacity modifications due to construction including, but not limited to, through/turn lane additions/removals, signal phasing changes, and traffic pattern changes
- Weekday peak/non-peak traffic periods (i.e. a.m., p.m., noon, off-peak, etc.);
- School/University start/end and/or class change peak traffic periods;
- Seasonal traffic patterns;
- Pre-scheduled holiday(s) traffic patterns;
- Incident management traffic patterns (i.e. detour routes, hurricane evacuations, etc.); and
- Other special events traffic patterns.

## 10.2. Timing Plans

- 10.2.1. The Design-Build Team shall coordinate the number of Signal System Timing Plans with the Division and the Signal System Timing and Operations (SSTO) Section. The Design-Build Team shall submit a set of preliminary Signal System Timing Plans, with supporting *Tru-Traffic*, *SYNCHRO 9.0*, and *Translink32* database files, to the SSTO Section and Division 5. All Signal System Timing Plans shall be reviewed and accepted by the SSTO Section and/or Division 5 prior to implementation. The Design-Build Team shall coordinate the development and implementation of all Signal System Timing Plans at the appropriate times, as directed by the Engineer.
- 10.2.2. Design Build Team shall field implement Signal System Timing Plans in accordance with the SSTO Section's and Division 5's requirements. In the event of conflicting design parameters in the requirements noted above, the proposed design shall adhere to the most conservative values.
- 10.2.3. The Design-Build Team shall:
- Ensure all signal system timing plans are operational in the Central Control Center, Master and local controller(s)
  - Observe new traffic operations at the intersections and along the corridor and collect trip logs for each signal system timing plan implemented, by riding the system with Tru-Traffic synched with the plan in operation at the time
  - Fine-tune signal system timing plans, as necessary, for optimal system performance.
- 10.2.4. Prior to Final Project Acceptance, the Design-Build Team shall submit a final report, including final implemented signal timing plans and all supporting documents in *SYNCHRO 9.0* (or later), *Tru-Traffic Reports* and data, *Translink32* database files to the SSTO Section and Division 5.

**TRANSPORTATION MANAGEMENT SCOPE OF WORK**

(5-15-23)

**1. PRINCIPLE STANDARDS****1.1. Laws, Standards, and Specifications**

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

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

**1.2. References**

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

**<https://connect.ncdot.gov/projects/WZTC/>**

**1.3. Prequalification**

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

**2. TRANSPORTATION MANAGEMENT PLANS****2.1. Pre-Design Meeting**

A pre-design meeting shall take place between the NCDOT Transportation Systems Management & Operations Unit (TSMOU), the Work Zone Traffic Control Group, the Design-Build Team, the NCTA, the Division Traffic Engineer, the Regional Traffic Engineer, local municipalities (if applicable), and any other pertinent NCDOT personnel. TMP submittals shall only be reviewed

and accepted by the Department after this pre-design meeting.

## **2.2. General Contents of Transportation Management Plans**

- 2.2.1. The Design-Build Team shall prepare TMPs that include Temporary Traffic Control Plans (TTCP) and Traffic Operations Plans (TOP), the requirements of which are included in this Scope of Work. In accordance with the *Public Involvement and Information Scope of Work* found elsewhere in this RFP, the Design-Build Team shall assist the Department in the development of a Public Involvement and Information Plan (PIIP).
- 2.2.2. The Design-Build Team shall produce TMPs for each phase of work that impacts road users. The TMPs shall include details of all planned detours, traffic control devices, striping, and signage applicable to each phase of work. The information on the TMP shall be of sufficient detail to allow verification of design criteria and safety requirements including, but not limited to, typical sections, alignment, striping layout, drop off conditions, and temporary drainage. The Design-Build Team shall develop TMPs that include procedures to communicate TMP information to the public about road and travel conditions within the work zone and affected roadway network.

## **2.3. Transportation Management Phasing Concept**

A Transportation Management Phasing Concept (TMPC) shall be prepared by the Design-Build Team to present the Design-Build Team's approach to all areas covered under the TMP including, but not limited to, hauling of materials to, from, and within the project right of way. The Design-Build Team shall include the TMPC in the Technical Proposal. The Design-Build Team shall submit the TMPC for Department review and acceptance and shall address NCDOT comments on the TMPC prior to commencing production of the TMP for each phase of work or any construction. Any changes to the TMPC after acceptance by NCDOT shall require a submittal for review and acceptance prior to any future phasing submittals.

## **3. GENERAL DESIGN AND CONSTRUCTION REQUIREMENTS**

### **3.1. Temporary Barrier Systems**

Placement of temporary barrier systems shall be shown on the TMPC. Temporary barrier systems shall be designed in accordance with the following requirements:

- 3.1.1. The Design-Build Team shall maintain positive median cross-over protection within the entire I-40 and I-42 project limits and areas of existing positive median cross-over protection within the US 70 project limits. The Design-Build Team shall maintain positive median cross-over protection within the mainline project limits where the median width between active travel lanes is 70-foot or less. The Design-Build Team shall indicate in the Technical Proposal the type of positive protection proposed and replacement/resetting requirements.
- 3.1.2. Determine the need for temporary barrier in accordance with the FHWA *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 for the Use of Positive Protection in Work Zones*.

**<https://connect.ncdot.gov/projects/WZTC/Pages/Design-Resources.aspx>**

- 3.1.3. The Design-Build Team shall adhere to the AASHTO Roadside Design Guide in determining the length of need, flare rate and clear zone. The Design-Build Team shall adhere to the maximum deflections from crash testing of the proposed temporary barrier system in accordance with NCHRP-350 *Recommended Procedures for the Safety Performance Evaluation of Highway Features* and with the 2016 AASHTO *Manual for Assessing Safety Hardware* (MASH). Providing less than the minimum deflection distance shall require the use of anchored temporary barrier systems in accordance with the NCDOT 2018 *Standard Specifications for Roads and Structures*.
- 3.1.4. The Design-Build Team shall only use an NCDOT approved temporary traffic barrier system.
- 3.1.5. The temporary traffic barrier system shall not be installed more than two weeks prior to beginning work in any location. Once the temporary traffic barrier system is installed at any location, the Design-Build Team shall proceed in a continuous manner to complete the proposed work in that location.
- 3.1.6. Excluding water filled barrier, protect the approach end of temporary traffic barrier systems from oncoming traffic at all times with a truck mounted impact attenuator (maximum 72-hour duration) or an approved end unit such as a temporary crash cushion unless the approach end of the temporary traffic barrier system is offset from oncoming traffic as follows:

Posted speed limit (mph)	Minimum offset (feet)
40 or less	15
45 - 50	20
55	25
60 mph or higher	30

- 3.1.7. Crash cushions shall be installed according to the manufacturer's recommendations, including offsets from fixed objects.
- 3.1.8. The Design-Build Team shall provide the proper connection between the existing guardrail or bridge rail and the temporary traffic barrier system. Connection details shall be included in the TTCP.
- 3.1.9. Install temporary traffic barrier system with the traffic flow, beginning with the upstream side of traffic. Remove the temporary traffic barrier system against the traffic flow, beginning with the downstream side of traffic.
- 3.1.10. The Design-Build Team shall not place temporary barrier systems utilized for traffic control on unpaved surfaces. A minimum two-foot width of 1) paved surface, 2) standard

sloped turf shoulder, or 3) a combination of paved surface and standard sloped turf shoulder shall extend behind all unanchored barrier, unless permitted otherwise by the Department, in writing. The aforementioned standard sloped turf shoulder shall adhere to Roadway Standard Drawing Nos. 560.01 and 560.02.

- 3.1.11. The Design-Build Team shall use a minimum six-foot offset to temporary traffic barrier along any shifting or merging taper including, but not limited to, existing, temporary, and/or proposed shifting or merging tapers. At the start of a taper, temporary traffic barrier shall continue along the tangent to achieve this six-foot offset. For all ramp/loop merge tapers, temporary traffic barrier shall continue parallel to the travel lanes a minimum of 200 feet beyond the end of the merge taper before flaring back towards the travel lanes in accordance with Roadway Standard Drawing No. 1101.11, Sheet 3 of 4.
- 3.1.12. When barrier is placed on a roadway shoulder, the Design-Build Team shall install shoulder closure signs and devices in advance of the barrier in accordance with the NCDOT Roadway Standard Drawings.
- 3.1.13. The Design-Build Team shall not place temporary barrier in the gore area. In accordance with ICT #12, the Design-Build Team shall temporarily close the ramp or loop if the work cannot be safely performed without placing temporary barrier in the gore area.
- 3.1.14. Temporary traffic barrier used for traffic control shall not act as a retaining wall.

### **3.2. Temporary Alignments and Traffic Shifts**

- 3.2.1. Excluding median crossovers, the design speed for temporary alignments of Interstates, US routes, and NC routes shall not be lower than the current posted speed limit. The minimum allowable design speed for temporary alignments on secondary roads shall be the higher of 10 mph below the posted speed limit or 35 mph.
- 3.2.2. All on-site detours shall meet the minimum number of existing lanes per direction and shall adhere to all temporary alignment requirements noted elsewhere in the RFP. All pavement transitions including, but not limited to, cross slopes/superelevation, at on-site detour tie-ins shall adhere to the on-site detour design speed.
- 3.2.3. The Design-Build Team shall provide a smooth pavement surface for traffic at all times. The Design-Build Team shall not place traffic on lanes containing rumble strips unless the Design-Build Team mills the rumble strips and installs a uniform overlay on the lane prior to placing traffic on the lane. (Reference the *Pavement Management Scope of Work* found elsewhere in this RFP)
- 3.2.4. For temporary traffic patterns that will remain in place for a period longer than three days including, but not limited to, traffic shifts, merges, and temporary alignments, breaks in the superelevation and/or breaks in a normal crown section will not be allowed within the shifting taper. Excluding the aforementioned temporary traffic patterns, breaks in the superelevation and/or breaks in a normal crown section shall only occur on a lane line or lane midpoint, and shall not exceed 0.04.



- 3.2.5. The Design-Build Team shall provide proper drainage for all temporary alignments and/or traffic shifts.
- 3.2.6. The NCDOT Roadway Standard Drawing No. 1101.11 shall be used to calculate the length of temporary merges for lane closures and temporary traffic shifts. All straight-line traffic shifts on interstate and US routes, including daily shifts that are left in place after each work period during the implementation of a larger overall traffic shift, shall be designed for the full L distance ( $L = \text{width of traffic shift} \times \text{speed limit in mph}$ ).
- 3.2.7. Straight line traffic shifts of six feet or greater shall have the appropriate lane shift warning signs and solid white line pavement markings that separate the travel lanes. For straight line traffic shifts less than six feet, the need for signing and solid line pavement markings shall be determined by the Design-Build Team and accepted by the Department.
- 3.2.8. Temporary traffic shifts that are not covered by a standard or require vertical grades shall be considered a temporary alignment. All temporary alignments shall adhere to the NCDOT *Roadway Design Manual*, including all revisions, 2018 AASHTO *A Policy on Geometric Design of Highways and Streets* and the most current Transportation Research Board *Highway Capacity Manual*.

### 3.3. Maintenance of Access

- 3.3.1. At all times, maintain access to all businesses, residences, schools, school bus stops, mass transit facilities, emergency services, and public utility facilities including, but not limited to, cell towers, natural gas regulator stations, and sanitary sewer lift/pump stations. Prior to incorporation, obtain written approval from the Engineer on the method to maintain access.
- 3.3.2. Access to all existing transit stop locations and park and ride lots shall be maintained during construction or alternative locations that are accepted by NCDOT shall be provided and specified within the TMP. The Design-Build Team shall coordinate with the Go Triangle Transit System, Go Raleigh Transit System, and other Transit Agencies serving the project area for all traffic control phasing that will affect existing transit stops or transit routes.
- 3.3.3. In accordance with the Department's Policy on Evaluating Temporary Accommodations for Pedestrians during Construction, found on the website noted below, the Design-Build Team shall maintain pedestrian accommodations in all areas as follows:

Roadway	Minimum Level of Pedestrian Accommodation
Raynor Road and Garner Business Park Drive	Basic
All Other Roads	Absence of Need

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

- 3.3.4. Through 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.).
- 3.3.5. Prior to incorporation, obtain written approval from the Engineer for all access point closures. Access point closures will only be allowed for locations that have multiple access points and all access point closures shall be coordinated with the property owner and the Engineer.
- 3.3.6. 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 include, but not be limited to, a sufficient pavement structure (Reference the *Pavement Management Scope of Work* found elsewhere in this RFP), maintaining the existing vertical clearance of overhead structures, providing the required vertical clearance of proposed overhead structures, and providing the minimum horizontal clear widths as follows:

Roadway	Minimum Clear Width*
Interstates, US routes, NC Routes, and all ramps and loops	20 feet
All other roadways	18 feet

\* For temporary alignments, the Design-Build Team shall provide the wider of the width in the Table above or the required design criteria found elsewhere in this Scope of Work.

### 3.4. Off-Site Detours

- 3.4.1. Prior to incorporation, obtain written approval from the Engineer for all road closures. All offsite detour routes shall receive Department written approval prior to incorporation. Submit detour routes and all associated sign designs for review and acceptance prior to incorporation. Reference the Lane and Road Closure Notification section and the Project Operations Requirements – Time Restrictions section of this Scope of Work for information on permissible road closures.
- 3.4.2. The Design-Build Team shall investigate all off-site detour routes. At a minimum, this investigation shall include analyzing the detour route traffic capacity, including intersections, and geometry/characteristics to ensure the additional volume can be supported, investigating impacts to emergency services (access and response times) and schools, and investigating the structural integrity of the bridges and pavement along the detour route, including existing roadway shoulders and bridge postings. The Design-Build Team shall submit recommendations resulting from the aforementioned investigations and analyses for the Department's review and acceptance. The recommendations shall include mitigation for any impacts to emergency services (access and response times).
- 3.4.3. All roads and lanes along the detour route shall remain open to traffic while the detour is in effect.
- 3.4.4. As determined by the Engineer, the Design-Build Team shall provide all improvements

required to accommodate detoured traffic prior to utilizing detour routes.

- 3.4.5. Off-site detours that have non-signalized at-grade railroad crossings shall not be allowed.
- 3.4.6. Unless approved otherwise by the controlling government entity, in writing, use only state-maintained roads for offsite detour routes.
- 3.4.7. All proposed road closures, detour routes, durations and justifications shall be incorporated into the Technical Proposal. (All proposed road closures, detour routes, durations and justifications incorporated into the Technical Proposal shall require Department approval.)

### **3.5. Impacts to Other Network Roadways**

- 3.5.1. The Design-Build Team shall coordinate with the Resident Engineer to manage traffic operations within the work zone and other roadways within the network that may be affected by the work zone activities. Coordination shall include, but not be limited to, providing notification of planned lane or road closures, traffic detours, public information, traffic management, access management, incidents, etc.
- 3.5.2. On all roads, the Design-Build Team shall make all modifications to existing pavement markings, markers, and/or signing located outside the project limits that are necessitated by the TMP. Additionally, the Design-Build Team shall readjust the markings, markers, and/or signing located outside the project limits to the existing/proposed pattern when the temporary changes are no longer needed.
- 3.5.3. The Design-Build Team shall take steps to minimize disruptions to existing roadway facilities during construction and shall demonstrate in the TMPC how the traffic control phasing minimizes inconvenience to motorists on all roads.

## **4. LANE AND ROAD CLOSURE NOTIFICATION**

### **4.1. Lane Closure Notice (LCN)**

- 4.1.1. The Design-Build Team shall issue a Lane Closure Notice (LCN) to the Resident Engineer, a minimum of thirty (30) calendar days prior to the publication of any notices or placement of any traffic control devices associated with lane closures, detour routing or other change in traffic control requiring lane closures. Failure to provide adequate notice of lane closures such that impacted stakeholders cannot be notified in a timely manner could result in the lane closure being delayed. The Department will not allow any contract time extensions or additional compensation for lane closure delays associated with failure to provide adequate notice. The Design-Build Team will be allowed to issue a single LCN for multiple/consecutive lane closures that occur in the same location.
- 4.1.2. The Design-Build Team shall not close or narrow a lane of traffic on the portions of Toll NC 540 to be constructed with this Project, including all proposed ramps and loops, once open to traffic.

- 4.1.3. For a LCN utilizing a non-NCDOT controlled facility, the Design-Build Team shall secure concurrence, in writing, from the controlling government entity.
- 4.1.4. A LCN shall contain the estimated date, time, duration, and location of the proposed work. The Design-Build Team shall keep NCDOT informed of any and all changes or cancellations of proposed lane closures prior to the date of their implementation.
- 4.1.5. If an emergency condition should occur, a LCN shall be provided to NCDOT within two (2) days after the event.

#### **4.2. Road Closure Notice (RCN)**

- 4.2.1. Proposed road closures on any road shall be approved by the Engineer prior to incorporation in the TMP.
- 4.2.2. Unless allowed otherwise elsewhere in this Scope of Work, all existing and proposed roads, ramps, and loops shall remain open.
- 4.2.3. The Design-Build Team shall not concurrently close -Y- Lines with overlapping detours.
- 4.2.4. The Design-Build Team shall not permanently close any existing ramp or loop until the proposed replacement ramp or loop that provides the same traffic movement as the movement to be closed is open to traffic in the final pattern.
- 4.2.5. The Design-Build Team shall issue a Road Closure Notice (RCN) to the Resident Engineer a minimum of thirty (30) calendar days prior to the publication of any notices or placement of any traffic control devices associated with road closures, detour routing, or other change in traffic control requiring road closures. Failure to provide adequate notice of road closures such that impacted stakeholders cannot be notified in a timely manner could result in the road closure being delayed. The Department will not allow any contract time extensions or additional compensation for road closure delays associated with failure to provide adequate notice.
- 4.2.6. For a RCN utilizing a non-NCDOT controlled facility, the Design-Build Team shall secure concurrence in writing from the controlling government entity.
- 4.2.7. A RCN shall contain the estimated date, time, duration, and location of the proposed work. The Design-Build Team shall keep NCDOT informed of any and all changes or cancellations of proposed road closures prior to the date of their implementation.
- 4.2.8. If an emergency condition should occur, a RCN shall be provided to NCDOT within two (2) days after the event.

## 5. PROJECT OPERATIONS REQUIREMENTS – TIME RESTRICTIONS

All time restrictions and notes shall be included in the TMP General Notes, unless noted otherwise elsewhere in this RFP.

### 5.1. Intermediate Contract Times #6 - #10 for Lane Narrowing, Lane Closure, Holiday, and Special Event Restrictions

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

Intermediate Contract Time #	Road Name	Day	Time Restrictions
#6	I-40 Toll NC 540, excluding proposed Toll NC 540 once open to traffic I-42 US 70	Monday through Sunday	5:00 a.m. to 9:00 p.m.

- 5.1.2. In locations where there are three or more lanes in a direction, the Design-Build Team shall maintain the existing traffic pattern and shall not close or narrow two lanes of traffic during the times below.

Intermediate Contract Time #	Road Name	Day	Time Restrictions
#7	I-40 Toll NC 540, excluding proposed Toll NC 540 once open to traffic	Monday through Sunday	5:00 a.m. to 11:00 p.m.

- 5.1.3. Except as allowed otherwise elsewhere in this RFP, the Design-Build Team shall maintain the existing traffic pattern and shall not close or narrow a lane of traffic during the times listed below. Construction operations requiring a lane closure on a ramp/loop section with a single lane shall be defined as a road closure and shall be subject to the intermediate contract times for road closures noted in ICT #12 found elsewhere in this Scope of Work.

<b>Intermediate Contract Time #</b>	<b>Road Name</b>	<b>Day</b>	<b>Time Restrictions</b>
#8	All ramps and loops, excluding proposed Toll NC 540 ramps and loops once open to traffic	Monday through Sunday	5:00 a.m. to 9:00 p.m.
#9	SR 2700 (White Oak Road)	Monday through Sunday	6:00 a.m. to 7:00 p.m.
#10	All Other Roads, excluding proposed Toll NC 540 and all proposed Toll NC 540 ramps and loops once open to traffic	Monday through Friday	6:00 a.m. to 9:00 a.m. and 3:00 p.m. to 7:00 p.m.

- 5.1.4. The Design-Build Team shall not install, reset and/or remove any traffic control device on the aforementioned facilities during the times listed in ICT #6 - #10.
- 5.1.5. 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. At a minimum, these requirements/restrictions shall apply to the following schedules:
- For any unexpected occurrence that creates unusually high traffic volumes, as directed by the Engineer.
  - For New Year's between the hours of 5:00 a.m. December 31st and 9:00 p.m. January 2nd. If New Year's Day is on a Friday, Saturday, Sunday or Monday, then until 9:00 p.m. the following Tuesday.
  - For Easter, between the hours of 5:00 a.m. Thursday and 9:00 p.m. Monday.
  - For Memorial Day, between the hours of 5:00 a.m. Friday and 9:00 p.m. Tuesday.
  - For Independence Day, between the hours of 5:00 a.m. July 3<sup>rd</sup> and 9:00 p.m. July 5<sup>th</sup>. If Independence Day is on a Friday, Saturday, Sunday, or Monday, then between the hours of 5:00 a.m. the Thursday before Independence Day and 9:00 p.m. the Tuesday after Independence Day.

- For Labor Day, between the hours of 5:00 a.m. Friday and 9:00 p.m. Tuesday.
  - For Thanksgiving Day, between the hours of 5:00 a.m. Tuesday and 9:00 p.m. Monday.
  - For Christmas, between the hours of 5:00 a.m. the Friday before the week of Christmas Day and 9:00 p.m. the following Tuesday after the week of Christmas Day with Sunday being the first day of the week.
  - For the North Carolina State Fair, on both directions of I-40, every day the State Fair is open to the public from 9:00 a.m. to 12:00 a.m. (midnight).
- 5.1.6. **Liquidated Damages for Intermediate Contract Time #6 for the above lane narrowing, lane closure, holiday, and special event time restrictions for a single lane on I-40, Toll NC 540, excluding proposed Toll NC 540 once open to traffic, I-42, and US 70 are \$1,250.00 per 15-minute period or any portion thereof.**
- 5.1.7. **Liquidated Damages for Intermediate Contract Time #7 for the above lane narrowing, lane closure, holiday, and special event time restrictions for two lanes of a three-lane section (in one direction) on I-40 and Toll NC 540, excluding proposed Toll NC 540 once open to traffic, are \$2,500.00 per 15-minute period or any portion thereof.**
- 5.1.8. **Liquidated Damages for Intermediate Contract Time #8 for the above lane narrowing, lane closure, holiday, and special event time restrictions on all ramps and loops, excluding proposed Toll NC 540 ramps and loops once open to traffic, are \$2,500.00 per 15-minute period or any portion thereof.**
- 5.1.9. **Liquidated Damages for Intermediate Contract Time #9 for the above lane narrowing, lane closure, holiday, and special event time restrictions on SR 2700 (White Oak Road) are \$250.00 per 15-minute period or any portion thereof.**
- 5.1.10. **Liquidated Damages for Intermediate Contract Time #10 for the above lane narrowing, lane closure, holiday, and special event time restrictions for all other roads not included in ICT #6, ICT #7, ICT #8, and ICT #9 and excluding proposed Toll NC 540 all proposed Toll NC 540 ramps and loops once open to traffic, are \$250.00 per 15-minute period or any portion thereof.**
- 5.2. **Intermediate Contract Times #11 - #13 for Road Closure Restrictions for Construction Operations**
- 5.2.1. Unless allowed otherwise elsewhere in this RFP, at a minimum, the Design-Build Team shall maintain the existing traffic pattern and follow the road closure restrictions for all roadways listed below. When a temporary 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.
- 5.2.2. Unless allowed otherwise elsewhere in this RFP, the Design-Build Team shall 1) not close any direction of travel on the following roads or any existing ramps/loops during the times

noted below and 2) only close the following roads or any existing ramps/loops for the operations listed in Section 5.2.4. Using a median crossover, exclusively for the operations listed in Section 5.2.4., shall be defined as a closure of a direction of travel.

<b>Intermediate Contract Time #</b>	<b>Road Name</b>	<b>Day</b>	<b>Time Restrictions</b>
#11	I-40 Toll NC 540, excluding proposed Toll NC 540 once open to traffic I-42 US 70	Monday through Sunday	5:00 a.m. to 12:00 a.m. (Midnight)
#12	All ramps and loops, excluding proposed Toll NC 540 ramps and loops once open to traffic	Monday through Sunday	5:00 a.m. to 12:00 a.m. (Midnight)
#13	SR 2700 (White Oak Road) SR 2555 (Raynor Road) SR 1004 (Garner Road)	Monday through Sunday	6:00 a.m. to 10:00 p.m.

- 5.2.3. A crossover providing one lane in each direction on US 70, as applicable, will be allowed for the purpose of bridge modification, and girder, overhang, and falsework installation and/or removal during the times set forth above. No other roads shall be put in a crossover pattern. If the Design-Build Team elects to use a crossover for the aforementioned activities, the crossover shall be designed and constructed to meet a design speed of no more than 20 mph below the original speed limit. Unless approved otherwise by the Department, in writing, the maximum allowable distance between the crossovers shall be 2,750 feet. The Design-Build Team shall monitor the traffic queue during operation of the crossover. Should the traffic queue extend to the advance warning signs, traffic shall be returned to the existing number of lanes in each direction until the traffic queue is depleted.
- 5.2.4. For the operations noted below, the maximum road closure duration shall not exceed thirty (30) minutes without an approved offsite detour. With an approved offsite detour, the roadways listed may be closed during the time listed in the appropriate Road Closure ICT for the operations listed below.
- Bridge demolition
  - Girder, overhang, and falsework installation and/or removal
  - Installation of overhead sign assemblies and/or work on existing overhead sign assemblies over travel lanes, or traffic signal poles and cables across roadways
  - Tie-in work to implement or remove an on-site detour
- 5.2.5. Prior to incorporation in the TMP, the Design-Build Team shall obtain written approval from the Engineer for all road closures.



- 5.2.6. **Liquidated Damages for Intermediate Contract Time #11 for the above road closure time restrictions for construction operations on I-40, Toll NC 540, excluding proposed Toll NC 540 once open to traffic, I-42, and US 70 are \$5,000.00 per 15-minute period or any portion thereof.**
- 5.2.7. **Liquidated Damages for Intermediate Contract Time #12 for the above road closure time restrictions for construction operations on all ramps and loops, excluding proposed Toll NC 540 ramps and loops once open to traffic, are \$750.00 per 15-minute period or any portion thereof.**
- 5.2.8. **Liquidated Damages for Intermediate Contract Time #13 for the above road closure time restrictions for construction operations on SR 2700 (White Oak Road), SR 2555 (Raynor Road), and SR 1004 (Garner Road) are \$500.00 per 15-minute period or any portion thereof.**

### 5.3. Intermediate Contract Time #14 for Culvert Reconstruction

- 5.3.1 One road closure with an approved offsite detour will be permitted for culvert reconstruction and adjacent roadway improvements for the maximum duration listed below.

<b>Intermediate Contract Time</b>	<b>Road Name</b>	<b>Duration</b>
#14	SR 1004 (East Garner Rd.)	180 consecutive calendar days

- 5.3.2 The Date of Availability shall be the date the Design-Build Team elects to close the road. The Design-Build Team shall provide the Engineer with a minimum of 30 days written notice prior to the date of availability. The date of completion shall be the number of calendar days proposed by the Design-Build Team in the Technical Proposal, and such number of calendar days proposed shall not be greater than the number of days noted above.
- 5.3.3 **Liquidated Damages for Intermediate Contract Time #14 for the above road closure time restrictions for culvert reconstruction on SR 1004 (East Garner Rd.) are \$1,000.00 per calendar day or any portion thereof.**

### 5.4. Other Intermediate Contract Times

In the event any self-imposed liquidated damages are included in the Technical Proposal, an Intermediate Contract Time(s) shall be established and shall become part of the contract.

## **6. PROJECT OPERATIONS REQUIREMENTS – HAULING RESTRICTIONS**

### **6.1. General**

- 6.1.1. The Design-Build Team shall adhere to the hauling restrictions noted in the 2018 NCDOT *Standard Specifications for Roads and Structures*.
- 6.1.2. 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.

### **6.2. Hauling Limitations**

The Design-Build Team shall conduct all hauling operations as follows:

- 6.2.1. 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.
- 6.2.2. All hauling entrances, exits, and crossings to and from the work zone shall be shown on the TMP and be in accordance with the 2018 NCDOT Roadway Standard Drawings. Entrances and exits for access to and from medians shall be in accordance with the NCDOT Roadway Standard Drawings and the *Typical Median Access Areas* Project Special Provision found elsewhere in this RFP.
- 6.2.3. Haul vehicles shall not enter and/or exit an open travel lane at speeds more than 10 mph below the posted speed limit. Acceleration to within 10 mph of the posted speed limit shall occur on a paved surface.
- 6.2.4. Hauling operations that perpendicularly cross a roadway shall require approved Traffic Control Plans and shall be subject to the lane narrowing, lane closure, holiday and special event time restrictions listed in Section 5.1. Hauling operations shall not perpendicularly cross Toll NC 540, I-40, I-42, or US 70, including all ramps and loops.
- 6.2.5. Excluding hauling operations that are conducted entirely behind a temporary traffic barrier or guardrail, multi-vehicle hauling shall not be allowed ingress and egress from any open travel lane during the lane narrowing, lane closure, holiday, or special event time restrictions listed in Section 5.1.

## **7. ADDITIONAL PROJECT OPERATIONS REQUIREMENTS**

### **7.1. Lane and Shoulder Closure Requirements**

- 7.1.1. Unless permitted otherwise elsewhere in this RFP, maintain the existing number of travel lanes on all roads including, but not limited to, acceleration, deceleration, auxiliary, and turn lanes. The Design-Build Team shall adhere to the minimum lane width requirements

noted below. Maintaining these requirements will not be considered lane narrowing:

- Existing travel lanes that are equal to or greater than 11 feet wide, maintain minimum 11-foot travel lanes.
  - Existing travel lanes that are narrower than 11 feet, maintain the existing travel lane widths.
- 7.1.2. Unless permitted otherwise elsewhere in this RFP, maintain existing shoulder widths (paved and unpaved). Maintain minimum four-foot median and ten-foot outside paved shoulder widths in each direction of I-40, I-42, and Toll NC 540 unless temporary traffic barrier is placed on the paved shoulder. This requirement may be reduced to two-foot paved shoulders under structures and one-foot paved shoulders along ramps. If temporary traffic barrier is placed on the shoulder, refer to the Traffic Control Devices section and the Temporary Barrier Systems section of this Scope of Work for shy distance and placement requirements.
- 7.1.3. On two-lane, two-way facilities, the Design-Build Team shall not install more than one (1) mile of lane closure in any one direction on any roadway within the project limits or in conjunction with this project, measured from the beginning of the merge taper to the end of the lane closure.
- 7.1.4. On multi-lane facilities, the Design-Build Team shall not install more than two (2) miles of lane closure in any one direction, measured from the beginning of the merge taper to the end of the lane closure.
- 7.1.5. For simultaneous lane closures in any one direction on any road within the project limits, a minimum of three (3) miles shall be provided between lane closures. The distance between lane closures shall be measured from the end of one closure to the beginning of the taper of the next lane closure.
- 7.1.6. 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.
- 7.1.7. 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.
- 7.1.8. When barrier is placed on the roadway shoulder, the Design-Build Team shall install shoulder closure signs and devices in advance of the barrier in accordance with the 2018 NCDOT *Roadway Standard Drawings*.
- 7.1.9. 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 in accordance with the 2018 NCDOT *Roadway Standard Drawings*, unless the work area is protected by an approved temporary traffic barrier or guardrail.
- 7.1.10. 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, at a minimum, close the nearest open travel lane in accordance with the 2018 NCDOT *Roadway Standard Drawings*, unless the work area is protected by an approved temporary traffic barrier or guardrail.

- 7.1.11. When personnel and/or equipment are working on the shoulder adjacent to a divided facility and within ten feet of an open travel lane, the Design-Build Team shall, at a minimum, close the nearest open travel lane in accordance with the 2018 NCDOT *Roadway Standard Drawings*, unless the work area is protected by an approved temporary traffic barrier or guardrail.
- 7.1.12. When personnel and/or equipment are working within a lane of travel of an undivided or divided facility, the Design-Build Team shall, at minimum, close the lane using the 2018 NCDOT *Roadway Standard Drawings*. The Design-Build Team shall conduct the work so that all personnel and/or equipment remain within the closed travel lane.
- 7.1.13. The Design-Build Team shall not perform work involving heavy equipment within 15 feet of the edge of travelway when work is being performed behind a lane closure on the opposite side of the travelway.

## **7.2. Pavement Edge Drop off Requirements**

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

## **7.3. Traffic Pattern Alterations**

The Design-Build Team shall notify the Engineer in writing at least thirty (30) calendar days prior to any traffic pattern alteration. (Reference the *Public Involvement and Information Scope of Work* found elsewhere in this RFP for additional public information requirements)

## **7.4. Signing**

- 7.4.1. 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.
- 7.4.2. 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.
- 7.4.3. 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.

- 7.4.4. The Design-Build Team shall install and maintain all detour signing and devices required for road closures. The Design-Build Team shall cover or remove all detour signs and devices required for road closures within and off the project limits when a detour is not in operation.
- 7.4.5. The Design-Build Team shall ensure proper signing is in place at all times during construction, as required by the *MUTCD*. Guide signs shall be maintained and modified, as required by the TMP, throughout the entire project construction duration. All temporary signing shall be shown on the Traffic Control Plans or Temporary Signing Plans to be reviewed and approved by the Work Zone Traffic Control Section and/or the Signing and Delineation Unit prior to incorporation.

## **7.5. Traffic Control Devices**

- 7.5.1. The Design-Build Team shall use traffic control devices that conform to all NCDOT requirements and are listed on the NCDOT Approved Products List. The Approved Products List may be referenced on the website noted below:

**<https://apps.ncdot.gov/vendor/approvedproducts/>**

The use of any devices that are not shown on the NCDOT Approved Products List shall require written approval from the NCTA prior to incorporation.

- 7.5.2. Excluding areas within 1,000 feet of a signalized intersection, channelizing device spacing shall not exceed a distance in feet equal to twice the posted speed limit. When channelizing devices are installed within 1,000 feet of a signalized intersection, their spacing shall not exceed a distance in feet equal to the posted speed limit. Channelization devices shall be spaced ten feet on-center in radii. Channelization devices shall be two 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 2018 NCDOT *Standard Specifications for Roads and Structures*.
- 7.5.3. 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.
- 7.5.4. Portable changeable message signs (PCMS) should be placed off the shoulder of the roadway and behind a traffic barrier, if practical. Where placement of a traffic barrier is not practical to shield the PCMS, the PCMS should be placed off the shoulder and outside of the clear zone. If a PCMS must be placed on the roadway shoulder or within the clear zone, it shall be delineated with a minimum of four retroreflective temporary traffic control (TTC) devices. When PCMSs are not being used to display TTC messages, they should be relocated such that they are outside of the clear zone or shielded behind a traffic barrier and turned away from traffic.
- 7.5.5. If any trailer mounted traffic control device must be placed on the roadway shoulder or within the clear zone, it shall be delineated with four (4) retroreflective temporary traffic control (TTC) devices.

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

## 7.6. Temporary Pavement Markings, Markers, and Delineation

- 7.6.1. The Design-Build Team shall show temporary pavement markings on the TMP that meet the requirements herein and the NCDOT *Transportation Management Plans Design Manual*.
- 7.6.2. The Design-Build Team shall install pavement markings and markers in accordance with the NCDOT *Standard Specifications for Roads and Structures*, and in accordance with the manufacturer's procedures and specifications.
- 7.6.3. The Design-Build Team shall install temporary pavement markings and markers for temporary traffic patterns as follows:

Road	Marking	Marker
Toll NC 540, I-40, I-42, and US 70, including all ramps and loops	Work Zone Performance Pavement Markings (Reference the <i>Work Zone Performance Pavement Markings Project Special Provision</i> found elsewhere in this RFP)	Raised Temporary
All other roads	Any Marking on the Approved Product List	Raised Temporary

- 7.6.4. Excluding pavement markings and markers not visible to traffic, conflicting pavement markings and markers shall be defined as any pavement marking or marker not being used for the current traffic pattern which is within six feet of any pavement marking required for the current traffic pattern.
- 7.6.5. Prior to shifting traffic to a new pattern, the Design-Build Team shall 1) remove all conflicting markers and snowplowable marker castings, and patch all casting holes, and 2) remove or conceal all conflicting markings in accordance with the following requirements: (Reference the *Pavement Management Scope of Work* found elsewhere in this RFP)
- Pavement markings on concrete surfaces shall only be removed by hydroblasting.
  - Conflicting pavement markings on asphalt surfaces of NC 540, I-40, I-42, and US 70, including all ramps and loops, shall be either milled and filled or concealed by applying a uniform overlay. At a minimum, the mill and fill or uniform overlay shall cover the entire width of any travel lane(s) containing the conflicting markings and extend to the outside edge of any conflicting markings on shoulders.
  - Conflicting pavement markings on all other asphalt surfaces shall be 1) removed as

noted in Section 7.6.7. or 2) milled and filled or concealed by applying a uniform overlay as outlined above.

- 7.6.6. The Design-Build Team shall plan and perform their operations to minimize damage to existing and proposed pavement resulting from the removal of pavement markings.
- 7.6.7. Removal of pavement markings on asphalt surfaces of roadways shall be accomplished by an NCDOT approved system to minimize damage to the road surface. Pavement markings shall not be obscured with any type of black pavement markings (paint or other material). The Design-Build Team shall remove all temporary pavement markings without removing more than 1/32 inch of the pavement surface.
- 7.6.8. The Design-Build Team shall tie proposed pavement marking lines to existing pavement marking lines.
- 7.6.9. By the end of each day's operation, and in accordance with the requirements above, the Design-Build Team shall conceal or remove, as appropriate, all conflicting markings, replace all damaged markings, and remove/replace all conflicting/damaged markers.
- 7.6.10. The Design-Build Team shall only use pavement marking and marker products that conform to all NCDOT requirements and are listed on the NCDOT Approved Products List. The use of any devices that are not shown on the NCDOT Approved Products List shall require written approval from the NCTA prior to incorporation.
- 7.6.11. The Design-Build Team shall install temporary pavement markings that are the same width as existing pavement markings. For roadways that do not have existing pavement markings, the Design-Build Team shall install temporary pavement markings that are the same width required for the final pavement markings in the *Pavement Markings Scope of Work* found elsewhere in this RFP.
- 7.6.12. For Work Zone Performance Pavement Markings, the Design-Build Team shall maintain a minimum retroreflectivity in accordance with the *Work Zone Performance Pavement Markings* Project Special Provision found elsewhere in this RFP. For all other markings, the Design-Build Team shall maintain a minimum retroreflectivity for pavement markings (existing and temporary markings) at all times during construction, as follows:
- White: 125 mcd/lux/m<sup>2</sup>  
Yellow: 100 mcd/lux/m<sup>2</sup>
- 7.6.13. When using Cold Applied Plastic Type 4 pavement markings, place temporary raised markers half on and half off edge lines and centerlines to help secure the tape to the roadway. Markers shall be spaced the appropriate distance apart as described by the 2018 NCDOT *Roadway Standard Drawing* No. 1250.01, Sheet 1 of 3.
- 7.6.14. The Design-Build Team shall trace existing and/or proposed monolithic island locations with the proper color pavement marking prior to removal and/or installation. The Design-Build Team shall place drums to delineate existing and/or proposed monolithic islands after the removal and/or before installation.

- 7.6.15. The Design-Build Team shall not place temporary markings other than Cold Applied Plastic Type 4 – Removable Tape on any final pavement surface unless the temporary markings are placed in the exact location of the final pavement markings.

## **7.7. Temporary Traffic Signals**

- 7.7.1. At all intersections, multi-lane turn lanes shall be 15 feet in width at the midpoint of the turn.
- 7.7.2. If the Design-Build Team proposes temporary traffic signals for maintenance of traffic, include the following as part of the TMP General Notes:
- Notify the Engineer in writing a minimum of two months before a temporary traffic signal installation is required.
  - Shift and revise all signal heads as shown on the accepted Traffic Signal Plans.

## **7.8. Traffic Control Supervisor**

- 7.8.1. The Design-Build Team shall furnish a Traffic Control Supervisor for the project who is knowledgeable of TMP design, devices, and application, and has full authority to ensure traffic is maintained in accordance with the plans and specifications developed by the Design-Build Team.
- 7.8.2. The Traffic Control Supervisor shall be on the project site overseeing all road closures and median crossover operations to ensure traffic control devices are properly installed and adjusted as necessary. The Traffic Control Supervisor shall also make necessary changes to the traffic control operations and aide in the monitoring of traffic queuing.
- 7.8.3. The Design-Build Team shall identify a Traffic Control Supervisor in their Technical Proposal that has the following qualifications:
- A minimum 24 months of On-the-Job Training in supervision and work zone set up and implementation on similar projects.
  - Be certified by an approved NCDOT training provider. If the Design-Build Contractor or their traffic control subcontractor is approved by NCDOT to train their own staff, a notarized certification letter shall be furnished to the Engineer at the preconstruction meeting. The letter shall state certification and re-certification dates. It shall also state the Traffic Control Supervisor has the knowledge and experience as well as the authority to ensure traffic is maintained in accordance with the contract documents.
- 7.8.4. The Traffic Control Supervisor for the project shall perform the following:
- During construction, be available or on call 24 hours per day, 7 days per week to address mobility and/or safety concerns within the work zone and direct/make any necessary changes in the traffic control operations in a timely and safe manner. The Design-Build Team shall provide NCDOT the name of the Traffic Control Supervisor



and support personnel, and the phone number(s) where they can be reached 24 hours per day, seven days per week.

- Coordinate and cooperate with traffic control supervisors of adjacent, and overlapping construction projects, as well as construction projects in proximity to the subject project, to ensure safe and adequate traffic control is maintained throughout the project at all times, including periods of construction inactivity.
- Coordinate and cooperate with the NCDOT Division Incident Management staff.
- Coordinate and cooperate with the Engineer to ensure proper messages are displayed on the DMSs and PCMSs.
- Throughout construction, coordinate with the Engineer, on all traffic control impacts that may affect hospitals, Emergency Medical Services (EMS), fire departments, and law enforcement services.
- Prior to start of construction activities that could result in school bus delays, coordinate with the Engineer.
- Provide traffic control setup that ensures safe traffic operations and workers' safety throughout the construction area.
- Attend all scheduled traffic control coordination meetings, as required by the Engineer.
- Monitor traffic delays and backups within the work zone.
- Ensure all employees working inside NCDOT right of way have received the proper training appropriate to the job decisions each individual is required to make.

## **7.9. Lighting**

- 7.9.1. The Design-Build Team shall provide portable temporary construction and equipment lighting to conduct night work in accordance with the 2018 NCDOT *Standard Specifications for Road and Structures* and *Portable Construction Lighting* Project Special Provision found elsewhere in this RFP.
- 7.9.2. For nighttime lane closures along Toll NC 540, I-40, I-42, and US 70, furnish and install Work Zone Presence Lighting and Sequential Flashing Warning Lights. (Reference the *Work Zone Presence Lighting* and *Sequential Flashing Warning Lights* Project Special Provisions found elsewhere in this RFP)

## **7.10. Law Enforcement**

- 7.10.1. Law enforcement officers may be used as a pilot vehicle during any rolling roadblock operation, as permitted in the NCDOT Roadway Standard Drawing No. 1101.03, sheet 9 of 9. Law enforcement officers shall be used to direct traffic when installing/removing/shifting traffic signal heads at intersections and during flagging operations at signalized intersections. Law enforcement officers may be used to maintain traffic through the work area and/or intersections. The use of law enforcement officers shall adhere to the *Law Enforcement* Standard Special Provision found elsewhere in this RFP and the following requirements:

- The Design-Build Team shall be responsible for coordinating with the law enforcement agency for the use of law enforcement officers.
- The Design-Build Team shall coordinate with the Engineer where and how law enforcement officers will be used during construction.

7.10.2. The Design-Build Team shall address where and how law enforcement officers will be used in the Technical Proposal.

### **7.11. Work Zone Speed Limit Reduction**

A Work Zone Speed Limit Reduction will not be granted for this project.

### **7.12. Temporary Shoring for the Maintenance of Traffic**

- 7.12.1. Temporary shoring for the maintenance of traffic shall be 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 five feet from the edge of pavement of the open travelway.
- 7.12.2. The Design-Build Team shall be responsible for all required temporary shoring including, but not limited to, designing, providing, installing, maintaining and removing the shoring.
- 7.12.3. The Design-Build Team shall identify locations where temporary shoring for maintenance of traffic will be required on the TMPC and include cut sections showing offsets to the travelway.
- 7.12.4. The Design-Build Team shall install temporary traffic barrier as shown on the *PCB at Temporary Shoring Locations* detail available on the Work Zone Traffic Control website noted below. This detail provides design information on the temporary traffic barrier location in relation to the temporary shoring and traffic location. Notes related to Temporary Shoring are not required in the General Notes sheet for the TMP.
- 7.12.5. The NCDOT Geotechnical Engineering Unit and Work Zone Traffic Control websites contain more information on the design and use of temporary shoring. The Design-Build Team shall adhere to the additional shoring requirements located on the websites noted below:

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

**<https://connect.ncdot.gov/projects/WZTC/Pages/Design-Resources.aspx>**

- 7.12.6. The Design-Build Team shall identify on the appropriate traffic control details where temporary shoring will be used by providing station limits, offsets, cut sections, the type of shoring and where temporary traffic barrier will be located, if needed.

**7.13. Coordination**

- 7.13.1. At a minimum, the Design-Build Team shall coordinate with all contractors and NCDOT/NCTA Resident Engineers in charge of any project in proximity to this project for any work that may affect the construction, traffic operations, and/or placement of temporary traffic control devices (including advanced warning signs) on all roads within the project limits or in conjunction with this project.
- 7.13.2. At a minimum, the Design-Build Team shall coordinate with the Division Traffic Engineer, law enforcement, Emergency Services and the Work Zone Traffic Control Section to schedule and attend Traffic Safety and Operations Meetings. These meetings shall be held to monitor and assess safety and mobility during construction. The Traffic Safety and Operations Meetings shall be held monthly during project construction. Additional Traffic Safety and Operations Meetings shall be held to address any specific issue, as directed by the Engineer.

**UTILITIES COORDINATION SCOPE OF WORK**

(7-27-23)

**1. GENERAL****1.1. Department Utility Relocation Coordination**

- 1.1.1. The Department has initiated utility relocation coordination efforts on this project with Duke Transmission, Duke Distribution, and Cardinal Williams Pipeline. The Department will continue to handle the utility relocation efforts throughout the procurement process.
- 1.1.2. During the procurement process, the Utility Coordinator Lead and Utility Design Lead from each prospective Design-Build Team are invited to attend the Department-led utility coordination meetings if requested in writing to the NCTA Chief Engineer. The Department and NCTA make no representation that Design-Build Team members will be invited to all meetings. In addition, these meetings are not intended to address Design-Build Team questions but rather allow the Design-Build Team Utility Coordinator and Utility Design Leads to attend and hear the relocation discussions during procurement.
- 1.1.3. Upon execution of the Contract, the Design-Build Team utility coordinator(s) will be required to attend any Department-led utility coordination meetings.
- 1.1.4. The Department will further the utility coordination efforts until 60 calendar days after the contract is executed. Unless noted otherwise elsewhere in this RFP, 60 days after contract execution, the Design-Build Team utility coordinator(s) shall assume full responsibility for the remainder of all utility relocation coordination efforts and cost responsibilities as further outlined herein.
- 1.1.5. The Department will not be responsible for any utility coordination efforts attributable to the Design-Build Team's modification of the Roadway Plans provided by the Department, either within or after the aforementioned 60 days following Contract execution.
- 1.1.6. During procurement, the Department will provide utility coordination progress status updates.

**1.2. General Scope**

- 1.2.1. The Design-Build Team shall obtain the services of a Professional Services Firm (PSF) knowledgeable in the NCDOT Utility Coordination Process involved with utility relocation/installation and highway construction. The aforementioned PSF shall coordinate all utility relocations, removals and/or adjustments including, but not limited to, construction revisions where the Design-Build Team and utility owner, with concurrence from the NCTA, 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.

- 1.2.2. In accordance with the requirements herein, the Design-Build Team shall relocate/coordinate the relocation of all existing facilities that are 1) parallel to a roadway in full control of access, 2) in physical conflict with the construction, 3) within the existing or proposed right of way and structurally inadequate, and/or 4) within the existing or proposed right of way, consist of unacceptable material, and the project will change the grade over the facilities and/or heavy equipment is likely to be operated over the facilities. (Reference the NCDOT *Utilities Accommodation Manual*) Proposed/relocated underground facilities that are located beneath the pavement structure shall only be allowed to cross the roadway as close to perpendicular as practicable.
- 1.2.3. During the procurement phase and throughout the project duration, the Design-Build Team 1) will only be allowed direct contact with the utility owners when the aforementioned PSF is present, and 2) shall include the aforementioned PSF on all correspondence with the utility owners. The Design-Build Team shall not contact any utility owner until after the first Question and Answer Sessions with the Design-Build Teams have been conducted. (Reference the *Individual Meetings with Proposers* Project Special Provision found elsewhere in this RFP)
- 1.2.4. The Design-Build Team shall be responsible for incorporating all necessary plan changes resulting from the Design-Build Team's utility coordination services.
- 1.2.5. Within 45 days of contract execution, the Design-Build Team shall meet with representatives of all the utility companies, and the appropriate NCDOT Utility and NCTA personnel.

## **2. PROJECT DETAILS AND KNOWN UTILITY OWNERS**

### **2.1. Known Utility Owners**

The Design-Build Team shall be responsible for verifying the utility locations, types 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 utilities shown in Table 1 are known to be located within the project construction limits.

**Table 1**

<b>Utility Owner</b>	<b>Utility Type</b>	<b>Cost Responsibility</b>
Aqua North Carolina	Water/Sewer	Design-Build Team
AT&T	Telecommunications	Utility Company or NCDOT (w/ approved Prior Rights)
Cardinal Williams Pipeline	Gas	Utility Company or NCDOT (w/ approved Prior Rights)
Charter Communications	Telecommunications	Utility Company or NCDOT (w/ approved Prior Rights)
Conterra Network	Telecommunications	Utility Company or NCDOT (w/ approved Prior Rights)
Dominion Energy	Gas – Distribution	Utility Company or NCDOT (w/ approved Prior Rights)
Dominion Energy	Gas – Transmission	Utility Company or NCDOT (w/ approved Prior Rights)
Duke Energy	Power – Distribution	Utility Company or NCDOT (w/ approved Prior Rights)
Duke Energy	Power – Transmission	Utility Company or NCDOT (w/ approved Prior Rights)
Duke Energy	Fiber	Utility Company or NCDOT (w/ approved Prior Rights)
Raleigh Water	Water/Reuse/Sewer	Design-Build Team
Johnston County Utilities	Water	Design-Build Team
SDO Investments	Water	Design-Build Team
Segra (formerly Sprint)	Telecommunications	Utility Company or NCDOT (w/ approved Prior Rights)
Verizon	Telecommunications	Utility Company or NCDOT (w/ approved Prior Rights)
Windstream Communications	Telecommunications	Utility Company or NCDOT (w/ approved Prior Rights)
<b>Reference the NCDOT Utilities Accommodation Manual for additional cost responsibility information</b>		

## 2.2. Water and Sewer

- 2.2.1. After the NCTA accepts the Preliminary Roadway Plans developed by the Design-Build Team, a pre-design meeting shall take place between the utility owners and/or their representatives, the Design-Build Team, and appropriate NCDOT Utilities Unit and NCTA representatives. The NCTA will only review and accept water and sewer design submittals after the aforementioned pre-design meeting has been held and the 100% Hydraulic Design provided by the Design-Build Team has been accepted by the NCTA.

- 2.2.2. The Design-Build Team shall develop water and sewer designs; prepare all water and sewer plans required for 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.
- 2.2.3. Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall provide water and sewer designs for all water and sewer facilities impacted by the project including, but not limited to, all haul roads and temporary conditions resulting from the Design-Build Team's methods of operation and/or sequence of work. All water and sewer designs, including all temporary relocations and/or protection of existing water and sewer facilities, shall be coordinated with the NCDOT Utilities Unit, NCTA and the utility owners or their representatives.
- 2.2.4. The Design-Build Team shall relocate/replace all commercial and residential backflow preventers impacted by the project in accordance with the local authority's design Policies and Regulations (i.e., Town, City, County, etc.).
- 2.2.5. The relocation and/or protection of all water and sewer facilities shall be done in accordance with the NCDOT policies and standards, as well as the latest water and sewer design requirements/specifications for each individual utility company that are current on the Technical Proposal submittal date or the Best and Final Offer submittal date, whichever is later. In the event of conflicting design parameters in the requirements noted above, the proposed design shall adhere to the most conservative values. The water and sewer facility locations, materials and appurtenances proposed by the Design-Build Team shall require approval by both NCDOT and the appropriate utility owner prior to installation. Protection of water and sewer facilities shall include, but not be limited to, encasement, lining and bridging.
- 2.2.6. The Design-Build Team shall design and construct water/sewer facility extensions to all parcels with access to existing water and/or sewer facilities, including parcels subdivided by the project. The aforementioned water facility extensions shall be installed completely within the right of way. The aforementioned sewer facility extensions shall be installed completely within the right of way or a recorded easement.
- 2.2.7. Excluding water and/or sewer extensions due to encroachment into wells and/or septic systems, all costs associated with the design and construction for relocation, extension, and/or protection of water and/or sewer facilities shall be the responsibility of the Design-Build Team and shall be included in the lump sum bid for the entire project.
- 2.2.8. If total property acquisition is unavoidable due to encroachment into wells and/or septic systems, 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 design and construction shall be paid as extra work in accordance with Article 104-7 of the 2018 NCDOT *Standard Specifications for Roads and Structures*.

2.2.9. The Design-Build Team shall concurrently submit all water and sewer design submittals to the NCDOT State Utilities Manager, via the NCTA, and the appropriate utility owner for review and acceptance. All water and sewer design submittals shall include a title sheet, plan sheets, profile sheets and special provisions, if required. All water and sewer design submittals shall include all the aforementioned information in a full-size .pdf. Excluding the Release for Construction Water and/or Sewer Plans, the Design-Build Team shall allow the utility owners 30 days to review each water and/or sewer design submittal and any necessary resubmittals. At a minimum, the water and/or sewer design submittals shall consist of the following:

- Preliminary Water and/or Sewer Plans shall be submitted after the NCTA accepts the 100% Hydraulic Plans.
- Final Water and/or Sewer Plans shall be submitted after the NCTA accepts the Right of Way/60% Roadway Plans.
- Release for Construction Water and/or Sewer Plans shall be submitted after the NCTA accepts the Final Water and/or Sewer Plans.

2.2.10. The Design-Build Team shall provide an Agreement package that will be used in a Utility Agreement (UCA or U&O) to be prepared by NCDOT and executed with the utility owners. The Agreement package shall include the Release for Construction Plans, color coded in accordance with the NCDOT Agreement Plans Color Coding requirements, special provisions, and a construction estimate with unit quantities. The Department will send the appropriate agreement, with the Agreement package, to the utility owner for their review and concurrence.

2.2.11. Upon completion of the water and sewer relocations and protective measures, the Design-Build Team shall concurrently provide 1) lump sum construction costs for the relocations and protective measures that are separated by individual utility owner to the Department; and 2) electronic As-Built Plans to the Department and the utility owner. At a minimum, the As-Built Plans shall include all revisions that occurred during construction, as well as all field adjustments. The As-Built Plans shall be in accordance with NCDOT requirements or the utility owner's requirements, whichever is more conservative. The As-Built Plans shall be provided in .pdf format and MicroStation format to the Department and in the CADD format required by the utility owner.

### **3. UTILITY RELOCATION PLANS**

#### **3.1. Plans**

Excluding water and sewer conflicts, if the Design-Build Team's design and/or construction create a utility conflict, the Design-Build Team shall request that the utility owner submit relocation plans (Highway Construction Plans to be provided by the Design-Build Team to utility owners) that show existing utilities and proposed utility relocations for approval by the NCDOT.



### **3.2. Submittal Process**

In .pdf format, the Design-Build Team shall electronically submit one half-size set and one full size set of the Utility Relocation Plans to the NCDOT State Utilities Manager, via NCTA, for review and approval. The Design-Build Team shall include a cover letter with the Utility Relocation Plans verifying that the proposed utility relocations are not in conflict with the Design-Build Team's proposed design or construction activities. The Department shall approve the Utility Relocation Plans prior to any utility relocation work beginning. The Design-Build Team shall also be responsible for submitting the appropriate agreements to be used with the Utility Relocation Plans (See Agreements Section found elsewhere in this Scope of Work). After the review process is complete, the NCDOT Utilities Unit will submit an electronic copy of the authorization letter to the Design-Build Team. The NCDOT Utilities Unit will also submit an electronic copy of the approved Utility Relocation Plans, estimate and agreement to the NCTA's Resident Engineer. If the Utility Relocation Plans are approved subject to changes, it shall be the Design-Build Team's responsibility to coordinate these changes with the appropriate utility owner.

### **3.3. Duke Energy Coordination**

The NCTA has initiated relocation efforts for the locations where Duke Energy Transmission and Duke Energy Distribution facilities are in conflict with the project. Resolutions of the conflicts between the project and Duke Energy's facilities are based on the Department's Preliminary Roadway Plans. The NCTA will update the Proposers with the most current information during the procurement process.

The Department's preliminary design requires relocation/modification of Duke Energy's Transmission facilities at Station 1110+75 -L-. If the Design Build Team's design or construction methods require additional relocation/modification of the aforementioned Duke Energy Transmission facilities, all costs associated with the required additional relocation/modification shall be borne by the Design-Build Team; and the Department will not honor any requests for additional contract time for any effort required to complete the required additional relocation/modification.

### **3.4. Cardinal Williams Pipeline Coordination**

The NCTA has initiated relocation efforts for the Cardinal Williams Pipeline facilities in conflict with the project. Resolutions of the conflicts between the project and Cardinal Williams Pipeline's facilities are based on the Department's Preliminary Roadway Plans. The NCTA will update the Proposers with the most current information during the procurement process. If the Design-Build Team's design and/or construction methods impact any relocated Cardinal Williams Pipeline facilities and require additional relocation, all costs associated with the required additional relocation shall be borne by the Design-Build Team; and the Department will not honor any requests for additional contract time for any effort required to complete the required additional relocation.

### 3.5. AT&T Coordination

The NCTA has initiated relocation discussions for the AT&T cabinets in conflict with the project near the SR 2700 (White Oak Road)/Sand Castle Drive intersection. Based on the Department's Preliminary Roadway Plans, AT&T indicated the simplest solution would involve 1) relocating the cabinets (perpendicular to SR 2700 (White Oak Road)) outside the proposed control of access and permanent utility easement located along SR 2700 (White Oak Road) and 2) providing access to the relocated cabinets via Sand Castle Drive. The Design-Build Team shall encompass Sand Castle Drive in permanent utility easement from the proposed -Y23AR- right of way limits to the proposed SR 2700 (White Oak Road) right of way limits to provide access to the relocated AT&T cabinets. (Reference the *Roadway Scope of Work* found elsewhere in this RFP)

## 4. COST RESPONSIBILITY

### 4.1. General Cost Responsibility

- 4.1.1. The Design-Build Team shall be responsible for all costs associated with relocating and/or protecting water and sewer facilities, as described in Section 2.2 of this Scope of Work.
- 4.1.2. Cardinal Williams Pipeline will hire inspectors for certain activities performed by the Design-Build Team within their right of way or easement, such as excavation. The Department will pay for these inspection costs directly to the owners. However, the Design-Build Team shall include **Twenty Thousand Dollars** (\$20,000.00) in their Price Proposal to reimburse the Department for the actual cost of the inspections up to the maximum of \$20,000.00.
- 4.1.3. The NCDOT will be responsible for all other non-betterment utility relocation costs when the utility owner has prior rights of way/compensable interest. The utility owner shall be responsible for the relocation costs if they cannot furnish evidence of prior rights of way or a compensable interest in their facilities. The Design-Build Team shall be responsible for verifying/determining the cost responsibility (prior rights and compensable interest) for the utility relocations.
- 4.1.4. 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.

### 4.2. Prior Rights and Compensable Interest

- 4.2.1. Typically, affidavits, recorded easements or NCDOT agreements can serve as evidence of prior rights. The Design-Build Team shall provide documentation that verifies/determines the prior rights and/or compensable interest. If the verification process is not complete prior

to right of way acquisition, the Design-Build Team shall provide documentation of all Utility Easement costs. A compensable interest shall be 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 easement rights within the project limits.

#### **4.3. Work Performed by Design-Build Team for Utility Owners**

- 4.3.1. If the Design-Build Team elects to make arrangements with a utility owner for proposed utility construction not required herein, in which the utility owner shall be responsible for the costs of work to be performed by the Design-Build Team, the Design-Build Team shall be responsible for negotiating all costs associated with the proposed construction. Once the Design-Build Team and the utility owner agree on a plan and a lump sum cost for the utility construction, the Design-Build Team shall electronically submit one half-size set and one full size set of the utility construction drawings, in .pdf format, to the NCDOT State Utilities Manager, via NCTA, for further handling. Each set shall include a title sheet, plan sheets, profiles and special provisions, if required. This submittal shall also include 1) a letter from the utility owner agreeing to the plans and lump sum cost and 2) a letter from the Design-Build Team verifying the proposed utility construction is not in conflict with the Design-Build Team's proposed design or construction activities. The NCDOT will reimburse the Design-Build Team the lump sum cost under a Supplemental Agreement. The necessary Utility Construction Agreement (UCA) to the utility owner for reimbursement shall be a two-party agreement between the NCDOT and the utility owner; and will be developed and executed by the Department.
- 4.3.2. If the Design-Build Team is requested, in writing, by a utility owner to relocate facilities not impacted by the project's construction, upgrade existing facilities and/or incorporate new facilities as part of the highway construction, designs shall be coordinated with the utility owner and NCDOT Utilities Unit. The associated design and construction costs shall be negotiated and agreed upon between the Design-Build Team and the utility owner. 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.

#### **4.4. Cable TV**

- 4.4.1. The cost in relocating CATV due to highway construction shall be the responsibility of the CATV Company; however, 1) if the CATV Company can validate a recorded easement for facilities outside the maintained NCDOT right of way, the Department will bear the

relocation expense; and 2) if the adjustment is needed on existing utility poles to accommodate a proposed NCDOT Traffic Management System Fiber Optic Communication Cable Project, the Design-Build Team shall be responsible for the relocation cost.

- 4.4.2. The NCDOT will not permit CATV to place poles within the highway right of way but will allow down guys for their facilities within the highway right 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 right of way then plans and encroachment agreements shall be required by the NCDOT.

#### **4.5. Electrical Services for ITS/Lighting/Toll Gantry**

- 4.5.1. Prior to establishing the location for new meters, 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.
- 4.5.2. Prior to installation, the Design-Build Team shall provide plans for review and approval for all service taps, lines and/or meters that require a parallel installation within the control of access (C/A).
- 4.5.3. Parallel service installation within a C/A shall be buried and located as close to the right of way line as practical. Only due to unusual circumstances will parallel aerial service installations within the C/A be allowed. The Design-Build Team shall justify the allowance of parallel aerial service installation and obtain NCTA written approval prior to installation.
- 4.5.4. The Design-Build Team shall be responsible for all coordination activities, including permit applications and deposit/application/connection fees required for the utility company to provide service taps and meters. The permit application shall be sent to the NCTA Resident Engineer for processing. Prior to the Design-Build Team developing the associated design and instructing the utility company to proceed with providing the service taps and meters, the Design-Build Team shall obtain written approval of the service tap and meter locations from the NCTA Resident Engineer.
- 4.5.5. The Design-Build Team shall be responsible for all costs associated with providing electrical service from the service tap and meter to the devices and/or toll vaults. The Design-Build Team will not be responsible for paying the monthly power bills.

#### **4.6. 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 existing utilities that are in conflict with any proposed communication cables to be installed as part of the project.

## **5. BRIDGE ATTACHMENTS AND COORDINATION DURING CONSTRUCTION**

### **5.1. Bridge Attachments Prohibited**

Utility attachments to structures will not be allowed.

### **5.2. Utility Coordination with Construction Activities**

- 5.2.1. The Design-Build Team shall not commence work at points where the highway construction operations are adjacent to utility facilities, until arrangements are made with the utility owner 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 Design-Build Team's operations. In the event of interruption of any utilities by the project construction, the Design-Build Team shall promptly notify the utility owner and cooperate with the utility owner in the prompt restoration of service.
- 5.2.2. 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.

## **6. AGREEMENTS**

### **6.1. Utility Risk Analysis and Inventory (URAI)**

In accordance with the NCDOT Project Delivery Network, the Design-Build Team shall develop a preliminary Utility Risk Analysis and Inventory (URAI) to identify potential utility conflicts, determine preliminary alignments and schedules for the relocation of each utility, and identify any anticipated Permanent Utility Easements (PUE) and Aerial Utility Easements (AUE). The aforementioned URAI shall be submitted to the NCDOT Utility Unit, via the NCTA, for review a minimum of ten days before the Right of Way Plans submittal.

### **6.2. Utility Relocation Agreements (URA) and Agreements Process**

- 6.2.1. 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 costs with the utility company and develop the Utility Relocation Agreement.
- 6.2.2. The NCDOT State Utilities Manager must execute approved agreements on Design-Build projects. The URA's and Encroachment Agreements are available from the NCDOT Utilities Unit. Reference the *NCDOT Utilities Accommodation Manual* for the different types of Encroachment Agreements available for use.
- 6.2.3. The Design-Build Team shall submit all utility agreements, and all supporting documents to the NCDOT State Utilities Manager, via NCTA, in electronic format. Prior to submittal, all agreements shall be signed electronically by an authorized representative of the utility owner. These electronic agreement packets will be reviewed, approved and signed

electronically by the NCDOT State Utilities Manager, or a designated representative, before being distributed to the field.

6.2.4. The Design-Build Team shall utilize the NCDOT Standard Utility Encroachment Agreements, as necessary, in relocating utilities. The Encroachment Agreements shall be used under the following conditions:

- 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 right of way.
- For all new utility installations, not covered under a Utility Construction Agreement and within the existing or proposed highway right of way. This includes all water, sewer and gas lines owned by entities covered under General Statute 136-27.1 and 136-27.2.

## 7. PRINCIPLE STANDARDS

Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall be required to use the guidelines as set forth in the following:

- *NCDOT Utilities Accommodation Manual*
- *Federal Aid Policy Guide* - Subchapter G, Part 645, Subparts A & B
- *Federal Highway Administration's Program Guide, Utility Adjustments & Accommodations on Federal Aid Highway Projects*
- *NCDOT Construction Manual* Section 105-8
- *NCDOT Right of Way Manual* - Chapter 16 Utility Relocations
- *NCDEQ Public Water Supply* - Rules governing public water supply
- *NCDEQ Division of Water Resources* - Title 15A - Environment and Natural Resources

**\*\*\* STANDARD SPECIAL PROVISIONS \*\*\*****RESTRICTIONS ON ITS EQUIPMENT AND SERVICES**

(10-2-20)

DB01 G090

All telecommunications, video or other ITS equipment or services installed or utilized on this project must be in conformance with UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS **2 CFR, § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

**EQUIPMENT IDLING GUIDELINES**

(12-29-20)

107

DB1 R096

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

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

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

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

**PLANT AND PEST QUARANTINES****(Imported Fire Ant, Gypsy Moth, Witchweed, Emerald Ash Borer, Guave Root Knot Nematode and Other Noxious Weeds)**

(8-31-13)(Rev. 4-1-19)

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, 919-707-3730, or <https://www.ncagr.gov/plantindustry/Plant/quaran/table2.htm> 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, emerald ash borer, guave root knot nematode or other noxious weeds.



**ROCK AND BROKEN PAVEMENT FILLS**

(12-29-15) (Rev. 8-31-17)

235

DB2 R85

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 2-23, Article 235-2 MATERIALS, add the following after Line 15:**

Item	Section
Geotextile for Rock and Broken Pavement Fills, Type 2	1056

Provide Type 2 geotextile for filtration geotextiles. Use rip rap and No. 57 stone from either a quarry or onsite material to fill voids in rock and broken pavement fills. Provide small and large size rip rap with stone sizes that meet Class A and B in accordance with Table 1042-1 and No. 57 stone with a gradation that meets Table 1005-1 or use similar size onsite material approved by the Engineer.

**Page 2-24, Subarticle 235-3(B) Embankment Formation, Lines 18 - 19,** delete the third sentence in the seventh paragraph.

**Page 2-24, Subarticle 235-3(B) Embankment Formation, Lines 21 - 23,** replace the eighth paragraph with the following:

Before placing embankment fill material or filtration geotextiles over rock and broken pavement, fill voids in the top of rock and broken pavement fill with rip rap and No. 57 stone. Place and compact larger rip rap first followed by smaller rip rap. Then, fill any remaining voids with No. 57 stone so geotextiles are not torn, ripped or otherwise damaged when installed and covered. Compact rip rap and No. 57 stone with tracked equipment or other approved methods. Install filtration geotextiles on top of rock, broken pavement, rip rap and No. 57 stone in accordance with Article 270-3 before placing remaining embankment fill material.

Remove any rocks, debris or pavement pieces from the roadbed larger than two inches within 12" of the subgrade or finished grade, whichever is lower.

**CORRUGATED ALUMINUM ALLOY CULVERT PIPE**

(9-21-21)

305, 310

DB3 R34

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 3-5, Article 305-2, MATERIALS, add the following after Line 16:**

Item	Section
Waterborne Paint	1080-9
Hot Bitumen	1081-3

**Page 3-5, Article 305-3, CONSTRUCTION METHODS, add the following after Line 24:**

Coating must be applied to the aluminum when in contact with concrete. Immediately prior to

coating, aluminum surfaces to be coated shall be cleaned by a method that will remove all dirt, oil, grease, chips, and other foreign substances. Aluminum to be coated shall be given one coat of suitable quality coating such as:

Approved waterborne paint (Section 1080-9)  
Approved Hot Bitumen (Section 1081-3)

Other coating materials may be submitted to the Engineer for approval.

### **CULVERT PIPE**

(7-1-19) (Rev. 4-26-22)

305, 310

DB3 R35

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 3-5, Article 305-1 DESCRIPTION, Lines 12 - 14**, replace with the following:

Where shown in the plans developed by the Design-Build Team, the Design-Build Team may use reinforced concrete pipe, aluminum alloy pipe, aluminized corrugated steel pipe, galvanized corrugated steel pipe, HDPE pipe, polypropylene pipe, or PVC pipe in accordance with the following requirements.

**Page 3-5, Article 305-2 MATERIALS**, add the following after **Line 16**:

Item	Section
Polypropylene Pipe	1032-9
Galvanized Corrugated Steel Pipe	1032-3

**Page 3-6, Article 310-2 MATERIALS**, add the following after **Line 9**:

Item	Section
Polypropylene Pipe	1032-9
Galvanized Corrugated Steel Pipe	1032-3

**Page 3-6, Article 310-4 SIDE DRAIN PIPE, Lines 24 - 25**, replace the first sentence of the second paragraph with the following:

Where shown in the plans developed by the Design-Build Team, side drain pipe may be Class II reinforced concrete pipe, aluminized corrugated steel pipe, galvanized corrugated steel pipe, or corrugated aluminum alloy pipe within limits of control of access. Outside limits of control of access, side drain pipe may be Class II reinforced concrete pipe, aluminized corrugated steel pipe, galvanized corrugated steel pipe, or corrugated aluminum alloy pipe, polypropylene pipe, HDPE pipe or PVC pipe unless noted otherwise elsewhere in this RFP.

**Page 3-7, Article 310-5 PIPE END SECTIONS, Lines 2 - 4**, replace the second sentence with the following:

Both corrugated steel and concrete pipe end sections will work on concrete pipe, corrugated steel

pipe, polypropylene pipe, and HDPE smooth lined corrugated plastic pipe.

**Page 10-60, add Article 1032-9:**

**(A) General**

Use polypropylene pipe from sources participating in the Department's Polypropylene Pipe QA/QC Program. A list of participating sources is available from the Materials and Tests Unit. The Department will remove a manufacturer of polypropylene pipe from this program if the monitoring efforts indicated that non-specification material is being provided or test procedures are not being followed.

Use polypropylene pipe that meets AASHTO M 330 for Type S or Type D, or ASTM F2881 or ASTM F2764 Double or Triple wall; and has been evaluated by NTPEP.

**(B) End Treatments, Pipe Tees and Elbows**

End treatments, pipe tees and elbows shall meet AASHTO M 330, Section 7.7, or ASTM F2764, Section 6.6.

**(C) Marking**

Clearly mark each section of pipe, end section, tee and elbow and other accessories according to the Department's Polypropylene Pipe QA/QC Program:

- (1) AASHTO or ASTM designation
- (2) The date of manufacture
- (3) Name or trademark of the manufacturer

When polypropylene pipe, end sections, tees and elbows have been inspected and accepted a sticker shall be applied to the inside of the pipe. Do not use pipe sections, flared end sections, tees or elbows that do not have this seal of approval.

**BRIDGE APPROACH FILLS**

(10-19-10) (Rev. 11-22-17)

422

DB4 R02A

**Description**

Bridge approach fills consist of backfilling behind bridge end bents with select material or aggregate to support all or portions of bridge approach slabs. Install drains to drain water from bridge approach fills and geotextiles to separate approach fills from embankment fills, ABC and natural ground as required. For bridge approach fills behind end bents with mechanically stabilized earth (MSE) abutment walls, reinforce bridge approach fills with MSE wall reinforcement connected to end bent caps. Construct bridge approach fills in accordance with the contract, accepted submittals and Roadway Standard Drawing No. 422.01, Roadway Standard Drawing No. 422.02 or Roadway Detail Drawing No. 422D10.

Define bridge approach fill types as follows:

*Approach Fills* - Bridge approach fills in accordance with Roadway Standard Drawing No. 422.01, Roadway Standard Drawing No. 422.02 or Roadway Detail Drawing No. 422D10

*Standard Approach Fill* - Type I Standard Bridge Approach Fill in accordance with Roadway Standard Drawing No. 422.01

*Modified Approach Fill* - Type II Modified Bridge Approach Fill in accordance with Roadway Standard Drawing No. 422.02

*Reinforced Approach Fill* - Type III Reinforced Bridge Approach Fill in accordance with Roadway Detail Drawing No. 422D10

## Materials

Refer to Division 10 of the 2018 *Standard Specifications for Roads and Structures*.

Item	Section
Geotextiles, Type 1	1056
Portland Cement Concrete	1000
Select Materials	1016
Subsurface Drainage Materials	1044

Provide Type 1 geotextile for separation geotextiles and Class B concrete for outlet pads. Use Class V or Class VI select material for standard and modified approach fills. For an approach fill behind a bridge end bent with an MSE abutment wall, backfill the reinforced approach fill with the same aggregate type approved for the reinforced zone in the accepted MSE wall submittal. For MSE wall aggregate, reinforcement and connector materials, reference the *Mechanically Stabilized Earth Retaining Walls* provision found on the website below:

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

Provide PVC pipes, fittings and outlet pipes for subsurface drainage materials. For PVC drain pipes, use pipes with perforations that meet AASHTO M 278.

## Construction Methods

Excavate as necessary for approach fills in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place separation geotextiles or aggregate until approach fill dimensions and foundation material are approved.

For reinforced approach fills, cast MSE wall reinforcement or connectors into end bent cap backwalls within three inches of locations shown in the accepted MSE wall submittals. Install MSE wall reinforcement with the orientation, dimensions and number of layers shown in the accepted MSE wall submittals. If a reinforced approach fill is designed with geogrid

reinforcement embedded in an end bent cap, cut geogrids to the required lengths and after securing ends of geogrids in place, reroll and rewrap portions of geogrids not embedded in the cap to protect geogrids from damage. Before placing aggregate, pull geosynthetic reinforcement taut so that it is in tension and free of kinks, folds, wrinkles or creases.

Attach separation geotextiles to end bent cap backwalls and wing walls with adhesives, tapes or other approved methods. Overlap adjacent separation geotextiles at least 18" with seams oriented parallel to the roadway centerline. Hold geotextiles in place with wire staples or anchor pins as needed. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with separation geotextiles or MSE wall reinforcement.

Install continuous perforated PVC drain pipes with perforations pointing down in accordance with Roadway Standard Drawing No. 422.01 or Roadway Standard Drawing No. 422.02. Connect drain pipes to outlet pipes just beyond wing walls. Connect PVC pipes, fittings and outlet pipes with solvent cement in accordance with Article 815-3 of the 2018 *Standard Specifications for Roads and Structures* and place outlet pads in accordance with Roadway Standard Drawing No. 815.03.

Install drain pipes so water drains towards outlets. If the groundwater elevation is above drain pipe elevations, raise drains up to maintain positive drainage towards outlets. Place pipe sleeves in or under wing walls so water drains towards outlets. Use sleeves that can withstand wing wall loads.

Place select material or aggregate in eight-inch to ten-inch thick lifts. Compact fine aggregate for reinforced approach fills in accordance with Subarticle 235-3(C) of the 2018 *Standard Specifications for Roads and Structures* except compact fine aggregate to a density of at least 98%. Compact select material for standard or modified approach fills and coarse aggregate for reinforced approach fills with a vibratory compactor to the satisfaction of the Engineer. Do not displace or damage geosynthetics, MSE wall reinforcement or drains when placing and compacting select material or aggregate. End dumping directly on geosynthetics is not permitted. Do not operate heavy equipment on geosynthetics or drain pipes until they are covered with at least eight inches of select material or aggregate. Replace any damaged geosynthetics or drains to the satisfaction of the Engineer. When approach fills extend beyond bridge approach slabs, wrap separation geotextiles over select material or aggregate as shown in Roadway Standard Drawing No. 422.01 or Roadway Detail Drawing No. 422D10.

For temporary walls, use welded wire reinforcement for welded wire facing and Type 5 geotextile for reinforcement geotextiles. Use Type 5 geotextile with lengths and an ultimate tensile strength as shown in Roadway Standard Drawing No. 422.03. Provide Type 1 geotextile for separation geotextiles and Class B concrete for outlet pads. Use Class V or Class VI select material for alternate approach fills and temporary walls. Provide PVC pipes, fittings and outlet pipes for subsurface drainage materials. For PVC drain pipes, use pipes with perforations that meet AASHTO M 278.

**ALTERNATE BRIDGE APPROACH FILLS FOR INTEGRAL ABUTMENTS**

(11-21-17)

422

DB4 R02B

**Description**

At the Design-Build Team's option, use Type A Alternate Bridge Approach Fills instead of Type I or II Bridge Approach Fills to support bridge approach slabs for integral bridge abutments. An alternate bridge approach fill shall consist of constructing an approach fill with a temporary geotextile wall before placing all or a portion of the concrete for the backwall and wing walls of the integral end bent cap. The temporary geotextile wall shall be designed for a crane surcharge, shall remain in place and shall be aligned so the wall face functions as a form for the end bent cap backwall and wing walls. Install drains, welded wire facing and geotextiles and backfill approach fills and temporary walls with select material as required. Define "geotextiles" as separation or reinforcement geotextiles, "temporary wall" as a temporary geotextile wall and "alternate approach fill" as a Type A Alternate Bridge Approach Fill in accordance with Roadway Standard Drawing No. 422.03.

**Materials**

Refer to Division 10 of the 2018 *Standard Specifications for Roads and Structures*.

<b>Item</b>	<b>Section</b>
Geotextiles	1056
Portland Cement Concrete	1000
Select Materials	1016
Subsurface Drainage Materials	1044
Welded Wire Reinforcement	1070-3

For temporary walls, use welded wire reinforcement for welded wire facing and Type 5 geotextile for reinforcement geotextiles. Use Type 5 geotextile with lengths and an ultimate tensile strength as shown in Roadway Standard Drawing No. 422.03. Provide Type 1 geotextile for separation geotextiles and Class B concrete for outlet pads. Use Class V or Class VI select material for alternate approach fills and temporary walls. Provide PVC pipes, fittings and outlet pipes for subsurface drainage materials. For PVC drain pipes, use pipes with perforations that meet AASHTO M 278.

**Construction Methods**

Excavate as necessary for alternate approach fills and temporary walls in accordance with the contract. Notify the Engineer when foundation excavation is complete. Do not place geotextiles until approach fill dimensions and foundation material are approved.

Install geotextiles as shown in Roadway Standard Drawing No. 422.03. Attach separation geotextiles to end bent cap backwalls and wing walls as needed with adhesives, tapes or other approved methods. Overlap adjacent geotextiles at least 18" with seams oriented parallel to the roadway centerline. Hold geotextiles in place with wire staples or anchor pins as needed. Contact the Engineer when existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with geotextiles.

Install continuous perforated PVC drain pipes with perforations pointing down in accordance with Roadway Standard Drawing No. 422.03. Connect drain pipes to outlet pipes just beyond wing walls. Connect PVC pipes, fittings and outlet pipes with solvent cement in accordance with Article 815-3 of the 2018 *Standard Specifications for Roads and Structures* and place outlet pads in accordance with Roadway Standard Drawing No. 815.03.

Install drain pipes so water drains towards outlets. If the groundwater elevation is above drain pipe elevations, raise drains up to maintain positive drainage towards outlets. Place pipe sleeves in or under wing walls so water drains towards outlets. Use sleeves that can withstand wing wall loads.

At the Design-Build Team's option, construct bottom portion of integral end bents before temporary walls as shown in Roadway Standard Drawing No. 422.03. Erect and set welded wire facing so facing functions as a form for the end bent cap backwall. Place welded wire facing adjacent to each other in the horizontal and vertical directions to completely cover the temporary wall face. Stagger welded wire facing to create a running bond by centering facing over joints in the row below.

Wrap reinforcement geotextiles at the temporary wall face in accordance with Roadway Standard Drawing No. 422.03 and cover geotextiles with at least three inches of select material. Place layers of reinforcement geotextiles within three inches of locations shown in Roadway Standard Drawing No. 422.03. Before placing select material, pull reinforcement geotextiles taut so they are in tension and free of kinks, folds, wrinkles or creases. Install reinforcement geotextiles with the direction shown in Roadway Standard Drawing No. 422.03. Do not splice or overlap reinforcement geotextiles so seams are parallel to the temporary wall face.

Place select material in eight-inch to ten-inch thick lifts and compact select material with a vibratory compactor to the satisfaction of the Engineer. Do not displace or damage geotextiles or drains when placing and compacting select material. End dumping directly on geotextiles is not permitted. Do not operate heavy equipment on geotextiles or drain pipes until they are covered with at least eight inches of select material. Replace any damaged geotextiles or drains to the satisfaction of the Engineer. When alternate approach fills extend beyond bridge approach slabs, wrap separation geotextiles over select material as shown in Roadway Standard Drawing No. 422.03.

Temporary walls shall be designed for a surcharge pressure in accordance with Roadway Standard Drawing No. 422.03. If the crane surcharge will exceed the wall design, contact the Engineer before positioning the crane over reinforcement geotextiles.

**PILES**

(10-19-21)(Rev. 12-20-22)

450

DB4 R05

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 4-65, Article 450-1 DESCRIPTION, Lines 8 - 9**, replace the fourth sentence of the first paragraph with the following:

Galvanize, metallize, restrike, redrive, splice, cut off and build up piles and perform predrilling, spudding and pile driving analyzer testing, as necessary or required.

**Page 4-65, Article 450-1 DESCRIPTION, Lines 14 - 16**, replace the third paragraph with the following:

The estimated pile lengths shown in the plans developed by the Design-Build Team are sufficient for the minimum required pile embedment and penetration and are estimates of the pile lengths needed for required driving resistance. For prestressed concrete piles, use estimated pile lengths for pile order lengths or provide pile order lengths based on testing prestressed concrete piles with the pile driving analyzer (PDA). For bridges with staged construction and pile order lengths based on testing prestressed concrete piles with the PDA, order lengths for latter stages shall not be provided until pile driving for previous stage of construction is complete.

**Page 4-66, Article 450-3(C) Pile Accessories, Line 14**, insert the following as the second, third and fourth sentence of the first paragraph:

Steel pile points for steel pipe piles include pipe pile cutting shoes and conical points. Use "inside fit" pipe pile cutting shoes, e.g., cutting shoes with an outside diameter equal to the pipe pile diameter. Use pipe pile plates with a diameter equal to the pipe pile diameter.

**Page 4-66, Article 450-3(D) Driven Piles, Lines 37 - 39**, replace the fourth paragraph with the following:

Redrive piles raised or moved laterally due to driving adjacent piles. For initial drive of prestressed concrete piles below a depth of ten feet or 20 percent of pile length, whichever is greater, drive each pile continuously except to pause driving for one hour or less to change pile cushions and remove templates. Design and construct templates so prestressed concrete piles can be driven to pile cut-off without exceeding the one-hour time limit. When a prestressed concrete pile attains the required resistance and pile penetration, do not drive the pile any further to avoid cutting off the pile. Stop driving the pile if a prestressed concrete pile does not have the minimum required driving resistance when the pile head is one foot above pile cut-off.

**Page 4-68, Article 450-3(D)(3) Required Driving Resistance, Lines 10 - 11**, replace the second paragraph with the following:

Stop driving piles if "refusal" is reached. Refusal occurs at 240 blows per foot (20 blows per inch) or any equivalent set (maximum set of 1/2 inch in ten blows) with the required stroke as per the pile driving criteria.



**Page 4-68, Article 450-3(D)(4) Restriking and Redriving Piles, Lines 13 - 15**, replace the first sentence of the first paragraph with the following:

If piles do not attain the required resistance with the estimated or order lengths, the Engineer may require the Design-Build Team to stop driving piles, wait and restrike or redrive piles to attain the required resistance if piles do not attain the required resistance with the estimated or order lengths.

**Page 4-69, Article 450-3(F) Pile Driving Analyzer, Lines 16 - 18**, replace the first and second sentences of the second paragraph with the following:

Test piles in accordance with the plans developed by the Design-Build Team or as directed by the Engineer. Provide piles for PDA testing with lengths shown in the plans developed by the Design-Build Team.

**Page 4-69, Article 450-3(F)(1) PDA Testing, Line 33 and 34**, replace the fifth sentence of the second paragraph with the following:

The prequalified PDA consultant performing the PDA testing and/or the Engineer may require modified pile installation procedures during driving including, but not limited to, driving piles deeper or to a higher driving resistance than stated in the plans developed by the Design-Build Team.

#### **AUTOMATED FINE GRADING**

(9-1-11) (Rev. 9-13-17)

DB5 R05

On mainline portions and ramps/loops of this project, prepare the subgrade and base beneath the pavement structure in accordance with the applicable sections of the 2018 *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 developed by the Design-Build Team or established by the Engineer.

#### **AGGREGATE SUBGRADE**

(3-9-18) (Rev. 4-18-23)

505

DB5 R8

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 5-8, Section 505 AGGREGATE SUBGRADE, Lines 3-32**, replace the section with the following:

##### **505-1 DESCRIPTION**

Construct aggregate subgrades in accordance with the contract. Install geotextile for subgrade stabilization and place Class IV subgrade stabilization at locations shown in the plans developed by the Design-Build Team and as directed by the Engineer.

Undercut natural soil materials, if necessary, to construct aggregate subgrades. Define “subsoil” as the portion of the roadbed below the Class IV subgrade stabilization. For Type 2 aggregate subgrades, undercut subsoil as needed. The types of aggregate subgrade with thickness and compaction requirements for each shall be as shown below.

**Type 1** - A six-inch to 24-inch thick aggregate subgrade with Class IV subgrade stabilization compacted to 92% of AASHTO T 180 as modified by the Department or to the highest density that can be reasonably obtained.

**Type 2** - An eight-inch thick aggregate subgrade on a proof rolled subsoil with Class IV subgrade stabilization compacted to 97% of AASHTO T 180 as modified by the Department.

## 505-2 MATERIALS

Refer to Division 10 of the 2018 *Standard Specifications for Roads and Structures*.

Item	Section
Geotextile for Subgrade Stabilization, Type 5	1056
Select Material, Class IV	1016

Use Class IV select material for Class IV subgrade stabilization.

## 505-3 CONSTRUCTION METHODS

When shallow undercut is required to construct aggregate subgrades, undercut six inches to 24 inches as shown in the plans developed by the Design-Build Team or as directed by the Engineer. For Type 2 aggregate subgrades, proof roll subsoil in accordance with Section 260 before installing geotextile for subgrade stabilization. Perform undercut excavation in accordance with Section 225.

Do not leave geotextiles exposed for more than seven days before covering geotextiles with Class IV subgrade stabilization (standard size no. ABC). Install geotextile for subgrade stabilization on subsoil with the long dimension, i.e., machine direction (MD), of the roll parallel to the roadway centerline and completely cover subsoil with geotextiles. For fill sections, the minimum roll width is required under roadway edges and shoulders nearest to fill slopes as shown in the plans developed by the Design-Build Team. All geotextile joints shall overlap a minimum of 18 inches. Layer geotextile joints in the direction that ABC will be placed to prevent lifting the edge of the top geotextile. Pull geotextiles taut so they are in tension and free of kinks, folds, wrinkles or creases. Hold geotextiles in place as needed with wire staples or anchor pins.

Place Class IV subgrade stabilization by end dumping ABC on geotextiles. Do not operate heavy equipment on geotextiles until geotextiles are covered with Class IV subgrade stabilization. Compact ABC as required for the type of aggregate subgrade constructed.

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.

**FINAL SURFACE TESTING**

(4-26-16) (Rev. 9-13-17)

DB6 R45

On all mainline travel lanes including, but not limited to, all auxiliary lanes, and all -Y- Line travel lanes with 1) two or more layers of asphalt, and 2) a posted speed limit of 45 mph or greater, perform smoothness acceptance testing of the longitudinal profile of the finished pavement surface using an Inertial Profiler in accordance with Sections 610 and 710 of the 2018 *Standard Specifications for Roads and Structures*. The North Carolina Hearne Straightedge will not be permitted.

**MILLING ASPHALT PAVEMENT**

(12-17-18)

607

DB6 R59

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 6-5, Article 607-2, EQUIPMENT, Lines 14 - 16**, delete the seventh sentence of this Article and replace with the following:

Use either a non-contacting laser or sonar type ski system with a minimum of three referencing stations mounted on the milling machine at a length of at least 24 feet.

**ASPHALT CONCRETE PLANT MIX PAVEMENTS**

(12-12-18) (Rev. 6-20-23)

610, 1012

DB6 R65

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 6-14, Table 609-3, LIMITS OF PRECISION FOR TEST RESULTS**, replace with the following:

<b>TABLE 609-3 LIMITS OF PRECISION FOR TEST RESULTS</b>	
<b>Mix Property</b>	<b>Limits of Precision</b>
25.0 mm sieve (Base Mix)	± 10.0%
19.0 mm sieve (Base Mix)	± 10.0%
12.5 mm sieve (Intermediate & Type P-57)	± 6.0%
9.5 mm sieve (Surface Mix)	± 5.0%
4.75 mm sieve (Surface Mix)	± 5.0%
2.36 mm sieve (All Mixes, except S4.75A)	± 5.0%
1.18 mm sieve (S4.75A)	± 5.0%
0.075 mm sieve (All Mixes)	± 2.0%
Asphalt Binder Content	± 0.5%
Maximum Specific Gravity ( $G_{mm}$ )	± 0.020
Bulk Specific Gravity ( $G_{mb}$ )	± 0.030
TSR	± 15.0%
QA retest of prepared QC Gyratory Compacted Volumetric Specimens	± 0.015
Retest of QC Core Sample	± 1.2% (% Compaction)
Comparison QA Core Sample	± 2.0% (% Compaction)
QA Verification Core Sample	± 2.0% (% Compaction)
Density Gauge Comparison of QC Test	± 2.0% (% Compaction)
QA Density Gauge Verification Test	± 2.0% (% Compaction)

**Page 6-17, Table 610-1, MIXING TEMPERATURE AT THE ASPHALT PLANT**, replace with the following:

<b>TABLE 610-1 MIXING TEMPERATURE AT THE ASPHALT PLANT</b>	
<b>Binder Grade</b>	<b>JMF Temperature</b>
PG 58-28; PG 64-22	250 - 290° F
PG 76-22	300 - 325° F

**Page 6-17, Subarticle 610-3(C), Job Mix Formula (JMF), Lines 38 - 39**, delete the fourth paragraph.

**Page 6-18, Subarticle 610-3(C), Job Mix Formula (JMF), Line 12**, replace “SF9.5A” with “S9.5B”.

**Page 6-18, Table 610-3, MIX DESIGN CRITERIA**, replace with the following:

TABLE 610-3 MIX DESIGN CRITERIA									
Mix Type	Design ESALs millions <sup>A</sup>	Binder PG Grade	Compaction Levels		Max. Rut Depth (mm)	Volumetric Properties <sup>B</sup>			
			Gmm @			VMA	VTM	VFA	%Gmm
			Nini	Ndes					
S4.75A	< 1	64 - 22	6	50	11.5	16.0	4.0 - 6.0	65 - 80	≤ 91.5
S9.5B	0 - 3	64 - 22	6	50	9.5	16.0	3.0 - 5.0	70 - 80	≤ 91.5
S9.5C	3 - 30	64 - 22	7	65	6.5	15.5	3.0 - 5.0	65 - 78	≤ 90.5
S9.5D	> 30	76 - 22	8	100	4.5	15.5	3.0 - 5.0	65 - 78	≤ 90.0
I19.0C	ALL	64 - 22	7	65	-	13.5	3.0 - 5.0	65 - 78	≤ 90.5
B25.0C	ALL	64 - 22	7	65	-	12.5	3.0 - 5.0	65 - 78	≤ 90.5
	Design Parameter					Design Criteria			
All Mix Types	Dust to Binder Ratio (P <sub>0.075</sub> /P <sub>be</sub> )					0.6 - 1.4 <sup>C</sup>			
	Tensile Strength Ratio (TSR) <sup>D</sup>					85% Min. <sup>E</sup>			

**A.** Based on 20-year design traffic.

**B.** Volumetric Properties based on specimens compacted to  $N_{des}$  as modified by the Department.

**C.** Dust to Binder Ratio ( $P_{0.075}/P_{be}$ ) for Type S4.75A is 1.0 - 2.0.

**D.** NCDOT-T-283 (No Freeze-Thaw cycle required).

**E.** TSR for Type S4.75A & B25.0C mixes is 80% minimum.

**Page 6-19, Table 610-5, BINDER GRADE REQUIREMENTS (BASED ON RBR%),** replace with the following:

<b>TABLE 610-5 BINDER GRADE REQUIREMENTS (BASED ON RBR%)</b>			
<b>Mix Type</b>	<b>%RBR ≤ 20%</b>	<b>21% ≤ %RBR ≤ 30%</b>	<b>%RBR &gt; 30%</b>
S4.75A, S9.5B, S9.5C, I19.0C, B25.0C	PG 64-22	PG 64-22 <sup>A</sup>	PG 58-28
S9.5D, OGFC	PG 76-22 <sup>B</sup>	n/a	n/a

**A.** If the mix contains any amount of RAS, the virgin binder shall be PG 58-28.

**B.** Maximum Recycled Binder Replacement (%RBR) is 18% for mixes using PG 76-22 binder.

**Page 6-20, Table 610-6, PLACEMENT TEMPERATURES FOR ASPHALT**, replace with the following:

<b>TABLE 610-6 PLACEMENT TEMPERATURES FOR ASPHALT</b>	
<b>Asphalt Concrete Mix Type</b>	<b>Minimum Surface and Air Temperature</b>
B25.0C	35° F
I19.0C	35° F
S4.75A, S9.5B, S9.5C	40° F <sup>A</sup>
S9.5D	50° F

- A. For the final layer of surface mixes containing recycled asphalt shingles (RAS), the minimum surface and air temperature shall be 50° F.

**Page 6-21, Article 610-8, SPREADING AND FINISHING, Lines 34 - 35**, delete the second sentence and replace with the following:

Use an MTV for all surface mix regardless of binder grade on Interstates, US Routes, and NC Routes (primary routes) that have four or more lanes and are median divided.

**Page 6-21, Article 610-8, SPREADING AND FINISHING, Lines 36 - 38**, delete the fourth sentence and replace with the following:

Use MTV for all ramps, loops and -Y- Lines, that have four or more lanes and are median divided; and all full width acceleration lanes, full width deceleration lanes, and full width turn lanes that are greater than 1000 feet in length.

**Page 6-23, Table 610-7, DENSITY REQUIREMENTS**, replace with the following:

<b>TABLE 610-7 DENSITY REQUIREMENTS</b>	
<b>Mix Type</b>	<b>Minimum % G<sub>mm</sub> (Maximum Specific Gravity)</b>
S4.75A	85.0 <sup>A</sup>
S9.5B	90.0
S9.5C, S9.5D, I19.0C, B25.0C	92.0

- A. Compaction to the above specified density shall be required when the S4.75A mix is applied at a rate of 100 lbs/sy or higher.

**Page 6-24, Article 610-13, FINAL SURFACE TESTING, Lines 35 - 36**, delete the second sentence and replace with the following:

Final surface testing will not be required on ramps, loops or turn lanes.

**Page 6-26, Subarticle 610-13(A)(1), Acceptance for New Construction, Lines 29 - 30,** delete the second sentence and replace with the following:

Areas excluded from testing by the profiler may be tested using a ten-foot straightedge in accordance with Article 610-12.

**Page 6-27, Subarticle 610-13(B), Option 2 - North Carolina Hearne Straightedge, Lines 41 - 46,** delete the eighth and ninth sentence of this paragraph and replace with the following:

Take profiles over the entire length of the final surface travel lane pavement, exclusive of structures, approach slabs, paved shoulders, tapers, and other irregular shaped areas of pavement, unless otherwise approved by the Engineer. In accordance with this provision, test all mainline travel lanes, full width acceleration lanes, full width deceleration lanes and collector lanes.

**Page 6-28, Subarticle 610-13(B), Option 2 - North Carolina Hearne Straightedge, Lines 1 - 2,** delete these two lines.

**Page 10-30, Table 1012-1, AGGREGATE CONSENSUS PROPERTIES,** replace with the following:

<b>TABLE 1012-1 AGGREGATE CONSENSUS PROPERTIES<sup>A</sup></b>				
<b>Mix Type</b>	<b>Coarse Aggregate Angularity<sup>B</sup></b>	<b>Fine Aggregate Angularity % Minimum</b>	<b>Sand Equivalent % Minimum</b>	<b>Flat and Elongated 5 : 1 Ratio % Maximum</b>
<i>Test Method</i>	<i>ASTM D5821</i>	<i>AASHTO T 304</i>	<i>AASHTO T 176</i>	<i>ASTM D4791</i>
S4.75A; S9.5B	75/-	40	40	-
S9.5C; I19.0C; B25.0C	95/90	45	45	10
S9.5D	100/100	45	50	10
OGFC	100/100	45	45	10
UBWC	100/85	45	45	10

**A.** Requirements apply to the design aggregate blend.

**B.** 95/90 denotes that 95% of the coarse aggregate has one fractured face and 90% has two or more fractured faces.

**Page 10-30, Subarticle 1012-1(B)(6), Toughness (Resistance to Abrasion), line 12,** replace “OGAFC” with “OGFC”.

**SUBSURFACE DRAINAGE**

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

DB8 R05

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

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

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

**GUARDRAIL END UNITS & TEMPORARY GUARDRAIL END UNITS, TYPE TL-2**

(10-21-08) (Rev. 5-16-23)

862

DB8 R64

**Description**

Furnish and install guardrail end units in accordance with the details in the plans developed by the Design-Build Team, the applicable requirements of Section 862 of the 2018 *Standard Specifications for Roads and Structures*, and at locations shown in the plans developed by the Design-Build Team.

**Materials**

The Design-Build Team shall furnish guardrail end units listed on the NCDOT Approved Products List at <https://apps.dot.state.nc.us/vendor/approvedproducts/>. Units shall not be modified by the manufacturer and installer once approved and on the NCDOT Approved Products List.

Prior to installation, the Design-Build Team shall submit to the Engineer certified working drawings and assembling instructions from the manufacturer for each guardrail end unit in accordance with Article 105-2 of the 2018 *Standard Specifications for Roads and Structures*.

Perform installation in accordance with the details in the plans developed by the Design-Build Team, and details and assembling instructions furnished by the manufacturer.

**Construction Methods**

Guardrail end delineation shall be required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation shall consist of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the 2018 *Standard Specifications for Roads and Structures*.



**GUARDRAIL END UNITS & TEMPORARY GUARDRAIL END UNITS, TYPE TL-3**

(4-20-04) (Rev. 5-16-23)

862

DB8 R65

**Description**

Furnish and install guardrail end units in accordance with the details in the plans developed by the Design-Build Team, the applicable requirements of Section 862 of the 2018 *Standard Specifications for Roads and Structures*, and at locations shown in the plans developed by the Design-Build Team.

**Materials**

The Design-Build Team shall furnish guardrail end units listed on the NCDOT Approved Products List at <https://apps.dot.state.nc.us/vendor/approvedproducts/>. Units shall not be modified by the manufacturer and installer once approved and on the NCDOT Approved Products List.

Prior to installation, the Design-Build Team shall submit to the Engineer certified working drawings and assembling instructions from the manufacturer for each guardrail end unit in accordance with Article 105-2 of the 2018 *Standard Specifications for Roads and Structures*.

Perform installation in accordance with the details in the plans developed by the Design-Build Team, and details and assembling instructions furnished by the manufacturer.

**Construction Methods**

Guardrail end delineation shall be required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation shall consist of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the 2018 *Standard Specifications for Roads and Structures*.

**Construction Methods**

Guardrail end delineation shall be required on all approach and trailing end sections for both temporary and permanent installations. Guardrail end delineation shall consist of yellow reflective sheeting applied to the entire end section of the guardrail in accordance with Article 1088-3 of the 2018 *Standard Specifications for Roads and Structures*.

**GUARDRAIL ANCHOR UNITS AND TEMPORARY GUARDRAIL ANCHOR UNITS**

(11-22-17)

862

DB8 R70

Guardrail anchor units shall be in accordance with the details in the plans developed by the Design-Build Team and the applicable requirements of Section 862 of the 2018 *Standard Specifications for Roads and Structures*.

**IMPACT ATTENUATOR UNITS, TYPE TL-2**

(4-11-07) (Rev. 8-15-23)

DBI 8-43

**Description**

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

**Materials**

The Design-Build Team shall furnish impact attenuator units listed on the Approved Products List at <https://apps.dot.state.nc.us/vendor/approvedproducts/>. Units shall not be modified by the manufacturer and installer once approved and on the NCDOT Approved Products List.

Prior to installation, the Design-Build Team shall submit to the Engineer certified working drawings and assembling instructions from the manufacturer for each impact attenuator unit in accordance with Article 105-2 of the 2018 *Standard Specifications for Roads and Structures*.

**Construction**

Perform installation in accordance with the details in the plans developed by the Design-Build Team, and details and assembling instructions furnished by the manufacturer.

**IMPACT ATTENUATOR UNITS, TYPE TL-3**

(4-20-04) (Rev. 8-15-23)

DB8 R75

**Description**

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

**Materials**

The Design-Build Team shall furnish impact attenuator units listed on the NCDOT Approved Products List at <https://apps.dot.state.nc.us/vendor/approvedproducts/>. Units shall not be modified by the manufacturer and installer once approved and on the NCDOT Approved Products List.

Prior to installation, the Design-Build Team shall submit to the Engineer certified working drawings and assembling instructions from the manufacturer for each impact attenuator unit in accordance with Article 105-2 of the 2018 *Standard Specifications for Roads and Structures*.

**Construction Methods**

Perform installation in accordance with the details in the plans developed by the Design-Build Team, and details and assembling instructions furnished by the manufacturer.

**PORTLAND CEMENT CONCRETE PRODUCTION AND DELIVERY**

(7-27-20)

1000, 1014, 1024

DB10 R01

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 10-6, Table 1000-1, REQUIREMENTS FOR CONCRETE**, replace with the following:

**TABLE 1000-1  
REQUIREMENTS FOR CONCRETE**

Class of Concrete	Min. Compressive Strength at 28 days	Maximum Water-Cement Ratio				Consistency Maximum Slump		Cement Content			
		Air-Entrained Concrete		Non-Air-Entrained Concrete		Vibrated	Non-Vibrated	Vibrated		Non-Vibrated	
		Rounded Aggregate	Angular Aggregate	Rounded Aggregate	Angular Aggregate						
		Min.	Max.	Min.	Max.						
Units	psi					inch	inch	lb/cy	lb/cy	lb/cy	lb/cy
AA	4500	0.381	0.426	---	---	3.5 <sup>A</sup>	---	639	715	---	---
AA Slip Form	4500	0.381	0.426	---	---	1.5	---	639	715	---	---
Drilled Pier	4500	---	---	0.450	0.450	---	5 – 7 dry 7 - 9 wet	---	---	640	800
A	3000	0.488	0.532	0.550	0.594	3.5 <sup>A</sup>	4.0	564	---	602	---
B	2500	0.488	0.567	0.559	0.630	1.5 machine placed 2.5 <sup>A</sup> hand placed	4.0	508	---	545	---
Sand Light-weight	4500	---	0.420	---	---	4.0 <sup>A</sup>	---	715	---	---	---
Latex Modified	3000 (at 7 days)	0.400	0.400	---	---	6.0	---	658	---	---	---
Flowable Fill excavatable	150 max. (at 56 days)	as needed	as needed	as needed	as needed	---	Flowable	---	---	40	100
Flowable Fill non-excavatable	125	as needed	as needed	as needed	as needed	---	Flowable	---	---	100	as needed
Pavement	4500 Design, field 650 flexural, design only	0.559	0.559	---	---	1.5 slip form 3.0 hand placed	---	526	---	---	---
Precast	See Table 1077-1	as needed	as needed	---	---	6.0	as needed	as needed	as needed	as needed	as needed
Prestressed	per contract	See Table 1078-1	See Table 1078-1	---	---	8.0	---	564	as needed	---	---

**A.** The slump may be increased to six inches, provided the increase in slump is achieved by adding a chemical admixture conforming to Section 1024-3. In no case shall the

water-cement ratio on the approved design be exceeded. Concrete exhibiting segregation and/or excessive bleeding will be rejected. Utilizing an admixture to modify slump does not relinquish the Design-Build Team's responsibility to ensure the final product quality and overall configuration meets design specifications. Caution should be taken when placing these modified mixes on steep grades to prevent unintended changes to the set slope.

### **THERMOPLASTIC INTERMIXED BEAD TESTING**

7-19-22

1087

DB10 R04

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 10-183, Subarticle 1087-7(B) Thermoplastic Pavement Marking Material Composition,** delete **Lines 34 and 35.**

**Page 10-184, Article 1087-8 MATERIAL CERTIFICATION, after Line 34,** delete and replace with the following:

Drop-on Glass Beads	Type 3 Material Certification and Type 4 Material Certification
Intermix Glass Beads	Type 2 Material Certification and Type 3 Material Certification
Paint	Type 3 Material Certification
Removable Tape	Type 3 Material Certification
Thermoplastic	Type 3 Material Certification and Type 4 Material Certification
Cold Applied Plastic	Type 2 Material Certification and Type 3 Material Certification
Polyurea	Type 2 Material Certification and Type 3 Material Certification

### **NON-CAST IRON SNOWPLOWABLE PAVEMENT MARKERS**

10-19-21 (Rev. 10-19-21)

1086, 1250, 1253

DB10 R08

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Pages 10-177 and 10-178, Article 1086-3 SNOWPLOWABLE PAVEMENT MARKERS,** delete items (A), (B) and (C)(1) and replace with the following:

#### **(A) General**

Use non-cast iron snowplowable pavement markers evaluated by NTPEP. The non-cast iron snowplowable pavement markers shall consist of a housing with one or more glass or plastic face lens type reflective lenses to provide the required color designation. The marker shall be designed or installed in a manner that minimizes damage from snowplow blades. Plastic lens faces shall use an abrasion resistant coating.

**(B) Housings****(1) Dimensions**

The dimension, slope and minimum area of reflecting surface shall conform to dimensions as shown in the plans developed by the Design-Build Team. The minimum area of each reflecting surface shall be 1.44 square inch.

**(2) Materials**

Use non-cast iron snowplowable pavement markers that are on the NCDOT Approved Products List.

**(3) Surface**

The housing surface shall be free of scale, dirt, rust, oil, grease or any other contaminant which might reduce its bond to the epoxy adhesive.

**(4) Identification**

Mark the housing with the manufacturer's name and marker model number.

**(C) Reflectors****(1) General**

Laminate the reflector to an elastomeric pad and attach with adhesive to the housing. The thickness of the elastomeric pad shall be 0.04 inch.

**Pages 12-14, Subarticle 1250-3(C) Removal of Existing Pavement Markers, Lines 19 - 29,** delete and replace with the following:

Remove the existing raised pavement markers or the snowplowable pavement markers, including the housings, before overlaying an existing roadway with pavement. Repair the pavement by filling holes, as directed by the Engineer.

When traffic patterns are changed in work zones due to construction or reconstruction, remove all raised pavement markers or snowplowable markers, including housings, that conflict with the new traffic pattern before switching traffic to the new traffic pattern. Lens removal in lieu of total housing removal shall not be an acceptable practice for snowplowable markers.

Properly dispose of the removed pavement markers.

**Pages 12-16, Article 1253-1 DESCRIPTION, Lines 4 - 5,** delete and replace with the following:

Furnish, install and maintain non-cast iron snowplowable pavement markers in accordance with the contract.

**Pages 12-16 and 12-17, Article 1253-3 CONSTRUCTION METHODS,** delete items (A), (B) and (C) and replace with the following:

**(A) General**

Bond marker housings to the pavement with epoxy adhesive. Mechanically mix and dispense epoxy adhesives as required by the manufacturer's specifications. Place the markers immediately after the adhesive has been mixed and dispensed.

If saw cutting, milling, or grooving operations are used, promptly remove all resulting debris from the pavement surface. Install the marker housings within seven calendar days after saw cutting, milling or grooving the pavement. Remove and dispose of loose material from the slots by brushing, blow cleaning or vacuuming. Dry the slots before applying the epoxy adhesive. Install non-cast iron snowplowable pavement markers according to the manufacturer's recommendations.

Protect the non-cast iron snowplowable pavement markers until the epoxy has initially cured and is track free.

**(B) Reflector Replacement**

In the event that a reflector is damaged, replace the damaged reflector by using adhesives and methods recommended by the marker manufacturer and approved by the Engineer.

Missing housings shall be replaced. Broken housings shall be removed and replaced. In both cases the slot for the housings shall be properly prepared prior to installing the new housing; patch the existing marker slots as directed by the Engineer and install the new marker approximately one foot before or after the patch.

**Pages 12-17, Article 1253-4 MAINTENANCE, Line 5,** delete and replace with the following:

Maintain all installed non-cast iron snowplowable pavement markers until final project acceptance.

**MATERIALS FOR PORTLAND CEMENT CONCRETE**

(8-4-20)

1000, 1024

DB10 R24

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 10-52, Article 1024-4, WATER, Lines 3 - 6**, delete and replace with the following:

Test water from wells at all locations. Test public water supplies from all out of state locations and in the following counties: Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Craven, Currituck, Dare, Gates, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell and Washington unless the Engineer waives the testing requirements.

**Page 10-52, Table 1024-2, PHYSICAL PROPERTIES OF WATER**, replace with the following:

<b>TABLE 1024-2 PHYSICAL PROPERTIES OF WATER</b>		
<b>Property</b>	<b>Requirement</b>	<b>Test Method</b>
Compression Strength, minimum percent of control at three and seven days	90%	ASTM C1602
Time of set, deviation from control	From 1:00 hour earlier to 1:30 hour later	ASTM C1602
pH	4.5 to 8.5	ASTM D1293 *
Chloride Ion Content, Max.	250 ppm	ASTM D512 *
Total Solids Content (Residue), Max.	1,000 ppm	SM 2540B *
Resistivity, Min.	0.500 kohm-cm	ASTM D1125 *

\* Denotes an alternate method is acceptable. Test method used shall be referenced in the test report.

**GEOSYNTHETICS**

(03-21-23)(Rev. 4-18-23)

1056

DB10 R56

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 10-77, Article 1056-1 DESCRIPTION, Lines 13-16**, delete and replace the second sentence in the second paragraph with the following:

Steel anchor pins shall have a diameter of at least 3/16 inch, a length of at least 18 inches, a point at one end and a head at the other end that will retain a steel washer with an outside diameter of at least 1.5 inches.



**Page 10-77, Article 1056-2 HANDLING AND STORING, Lines 20-21,** delete and replace the third sentence in the first paragraph with the following:

Geosynthetics with defects, flaws, deterioration or damage will be rejected by the Engineer.

**Page 10-77, Article 1056-3 CERTIFICATIONS AND IDENTIFICATION, Lines 25-27,** delete and replace the first sentence in the first paragraph with the following:

Provide Type 1, Type 2 or Type 4 material certifications in accordance with Article 106-3 for geosynthetics except certifications are not required for Type 1 through Type 5 geotextiles.

**Page 10-77, Article 1056-3 CERTIFICATIONS AND IDENTIFICATION, Lines 32-35,** delete the second paragraph.

**Page 10-77, Article 1056-3 CERTIFICATIONS AND IDENTIFICATION, Lines 36-41,** delete and replace the third paragraph with the following:

Allow the Engineer to visually identify geosynthetic products before installation. Open packaged geosynthetics just before use in the presence of the Engineer to verify the correct product. Geosynthetics that are missing original packaging or product labels or that have been unwrapped or previously opened will be rejected unless otherwise approved by the Engineer.

**Page 10-77, Article 1056-4 GEOTEXTILES, Lines 43-45,** delete the first paragraph.

**Page 10-78, Article 1056-4 GEOTEXTILES, before Line 1 and Lines 1-5, delete Table 1056-1 and lines 1-5 and replace with the following:**

<b>TABLE 1056-1 GEOTEXTILE REQUIREMENTS</b>						
<b>Property<sup>A</sup></b>	<b>Requirement (MARV<sup>A</sup>)</b>					<b>Test Method</b>
	<b>Type 1</b>	<b>Type 2</b>	<b>Type 3<sup>B</sup></b>	<b>Type 4</b>	<b>Type 5<sup>C</sup></b>	
<i>Typical Application</i>	<i>Shoulder Drains</i>	<i>Under Rip Rap</i>	<i>Silt Fence Fabric</i>	<i>Soil Stabilization</i>	<i>Subgrade Stabilization</i>	
Elongation (MD & CD)	≥ 50%	≥ 50%	≤ 25%	< 50%	< 50%	ASTM D4632
Grab Strength (MD & CD) <sup>A</sup>	Table 1 <sup>D</sup> , Class 3	Table 1 <sup>D</sup> , Class 1	100 lb	Table 1 <sup>D</sup> , Class 3	—	ASTM D4632
Tear Strength (MD & CD) <sup>A</sup>			—			ASTM D4533
Puncture Strength			—			ASTM D6241
Ultimate Tensile Strength (MD & CD) <sup>A</sup>	—	—	—	—	Table 12 <sup>D</sup> , Class 4A	ASTM D4595
Permittivity	Table 2 <sup>D</sup> , 15% to 50% <i>in Situ</i> Soil Passing 0.075 mm	Table 6 <sup>D</sup> , 15% to 50% <i>in Situ</i> Soil Passing 0.075 mm	Table 7 <sup>D</sup>	Table 5 <sup>D</sup>	Table 12 <sup>D</sup> , Class 4A	ASTM D4491
Apparent Opening Size						ASTM D4751
UV Stability (Retained Strength)						ASTM D4355

**A.** MD, CD and MARV per Article 1056-3.

**B.** Minimum roll width of 36 inches required.

**C.** Minimum roll width of 13 feet required unless otherwise approved by the Engineer for the application.

**D.** Per AASHTO M 288.

**Page 10-78, Article 1056-5 GEOCOMPOSITE DRAINS, before Line 9 and Lines 9-10,** delete Table 1056-2 and lines 9-10 and replace with the following:

<b>TABLE 1056-2 GEOCOMPOSITE DRAIN REQUIREMENTS</b>				
<b>Property</b>	<b>Requirement</b>			<b>Test Method</b>
	<b>Sheet Drain</b>	<b>Strip Drain</b>	<b>Wick Drain</b>	
Width	≥ 12"	12" ±1/4"	4" ±1/4"	N/A
In-Plane Flow Rate <sup>A</sup> (with gradient of 1.0 and 24-hour seating period)	6 gpm/ft @ applied normal compressive stress of 10 psi	15 gpm/ft @ applied normal compressive stress of 7.26 psi	1.5 gpm <sup>B</sup> @ applied normal compressive stress of 1.45 psi	ASTM D4716

**A.** MARV per Article 1056-3.

**B.** Per foot of width tested.

**Page 10-79, Article 1056-5 GEOCOMPOSITE DRAINS, before Line 3,** delete Table 1056-3 and replace with the following:

<b>TABLE 1056-3 DRAINAGE CORE REQUIREMENTS</b>			
<b>Property</b>	<b>Requirement</b>		<b>Test Method</b>
	<b>Sheet Drain</b>	<b>Strip Drain</b>	
Thickness	1/4"	1"	ASTM D1777 or D5199
Compressive Strength <sup>A</sup>	40 psi	30 psi	ASTM D6364

**A.** MARV per Article 1056-3.

**Page 10-79, Article 1056-5 GEOCOMPOSITE DRAINS, before Line 6 and Lines 6-11,** delete Table 1056-4, lines 6-7, and the last paragraph and replace with the following:

<b>TABLE 1056-4 WICK DRAIN GEOTEXTILE REQUIREMENTS</b>		
<b>Property</b>	<b>Requirement</b>	<b>Test Method</b>
Elongation	$\geq 50\%$	ASTM D4632
Grab Strength	Table 1 <sup>A</sup> , Class 3	ASTM D4632
Tear Strength		ASTM D4533
Puncture Strength		ASTM D6241
Permittivity <sup>B</sup>	$0.7 \text{ sec}^{-1}$	ASTM D4491
Apparent Opening Size (AOS)	Table 2 <sup>A</sup> , > 50% <i>in Situ</i> Soil Passing 0.075 mm	ASTM D4751
UV Stability (Retained Strength)		ASTM D4355

**A.** Per AASHTO M 288.

**B.** MARV per Article 1056-3.

For wick drains with a geotextile fused to both faces of a corrugated drainage core along the peaks of the corrugations, use wick drains with an ultimate tensile strength of at least 1,650 lbs. per 4-inch width in accordance with ASTM D4595 and geotextiles with a permittivity, AOS and UV stability that meet Table 1056-4.

**Page 10-80, Article 1056-6 GEOCELLS, before Line 1 and Lines 1-4, delete Table 1056-5 and lines 1-4 and replace with the following:**

<b>TABLE 1056-5 GEOCELL REQUIREMENTS</b>		
<b>Property</b>	<b>Requirement</b>	<b>Test Method</b>
Cell Depth	4"	N/A
Fully Expanded Cell Area	100 sq.in. max	N/A
Sheet Thickness	50 mil -5%, +10%	ASTM D5199
Density	58.4 pcf min	ASTM D1505
Carbon Black Content	1.5% min	ASTM D1603 or D4218
ESCR <sup>A</sup>	5000 hr min	ASTM D1693
Coefficient of Direct Sliding (with material that meets AASHTO M 145 for soil classification A-2)	0.85 min	ASTM D5321
Short-Term Seam (Peel) Strength (for 4" seam)	320 lb min	USACE <sup>C</sup> Technical Report GL-86-19, Appendix A
Long-Term Seam (Hang) Strength <sup>B</sup> (for 4" seam)	160 lb min	

**A.** Environmental Stress Crack Resistance.

**B.** Minimum test period of 168 hours with a temperature change from 74°F to 130°F in 1-hour cycles.

**C.** US Army Corps of Engineers (USACE).

## **TEMPORARY SHORING**

(2-20-07) (Rev. 9-7-21)

DB11 R02

### **Description**

Temporary shoring includes cantilever, braced and anchored shoring and temporary mechanically stabilized earth (MSE) walls. Temporary shoring does not include trench boxes. At the Design-Build Team's option, use any type of temporary shoring, unless noted otherwise in the plans developed by the Design-Build Team or as directed.

Design and construct temporary shoring based on actual elevations and shoring dimensions in accordance with the contract, the plans developed by the Design-Build Team and accepted submittals. Construct temporary shoring at locations shown in the plans developed by the Design-Build Team and as directed. Temporary shoring shall be required to maintain traffic when a 2:1 (H:V) slope from the top of an embankment or bottom of an excavation will intersect the existing ground line less than five feet from the edge of pavement of an open travelway. This standard special provision does not apply to pipe, inlet or utility installations unless noted otherwise in the plans developed by the Design-Build Team.

Positive protection includes concrete barrier and temporary guardrail. Provide positive protection for temporary shoring at locations shown in the plans developed by the Design-Build Team and

as directed. Positive protection shall be required if temporary shoring is located in the clear zone in accordance with the AASHTO *Roadside Design Guide*.

(A) Cantilever and Braced Shoring

Cantilever shoring consists of steel sheet piles or H-piles with timber lagging. Braced shoring consists of sheet piles or H-piles with timber lagging and bracing such as beams, plates, walers, struts, rakers, etc. Define “piles” as sheet piles or H-piles.

(B) Anchored Shoring

Anchored shoring consists of sheet piles with walers or H-piles with timber lagging anchored with ground or helical anchors. Driven anchors may be accepted at the discretion of the Engineer. A ground anchor consists of a grouted steel bar or multi-strand tendon with an anchorage. A helical anchor consists of a lead section with a central steel shaft and at least one helix steel plate followed by extensions with only central shafts (no helixes) and an anchorage. Anchorages consist of steel bearing plates with washers and hex nuts for bars or steel wedge plates and wedges for strands. Use a prequalified Anchored Wall Contractor to install ground anchors. Define “anchors” as ground, helical or driven anchors.

(C) Temporary MSE Walls

Temporary MSE walls include temporary geosynthetic and wire walls. Define “temporary wall” as a temporary MSE wall and “Temporary Wall Vendor” as the vendor supplying the temporary MSE wall. Define “reinforcement” as geotextile, geogrid, geostrip, welded wire grid or metallic strip reinforcement.

Temporary geosynthetic walls consist of geotextile or geogrid reinforcement wrapped behind welded wire facing or geostrip reinforcement connected to welded wire facing. Define “temporary geotextile wall” as a temporary geosynthetic wall with geotextile reinforcement, “temporary geogrid wall” as a temporary geosynthetic wall with geogrid reinforcement and “temporary geostrip wall” as a temporary geosynthetic wall with geostrip reinforcement.

Temporary wire walls consist of welded wire grid or metallic strip reinforcement connected to welded wire facing. Define “Wire Wall Vendor” as the vendor supplying the temporary wire wall.

(D) Embedment

Define “embedment” for cantilever, braced and anchored shoring as the pile depth below the grade in front of shoring. Define “embedment” for temporary walls as the wall embedment below the grade at the wall face.

## (E) Positive Protection

Define “unanchored or anchored portable concrete barrier” as portable concrete barrier (PCB) that meets 2018 Roadway Standard Drawing No. 1170.01. Define “concrete barrier” as unanchored or anchored PCB or an approved equal. Define “temporary guardrail” as temporary steel beam guardrail that meets 2018 Roadway Standard Drawing No. 862.02.

**Materials**

Refer to the 2018 *Standard Specifications for Roads and Structures*.

<b>Item</b>	<b>Section</b>
Concrete Barrier Materials	1170-2
Flowable Fill, Excavatable	1000-6
Geosynthetics	1056
Grout, Type 1	1003
Portland Cement	1024-1
Portland Cement Concrete	1000
Select Materials	1016
Steel Beam Guardrail Materials	862-2
Steel Plates	1072-2
Steel Sheet Piles and H-Piles	1084
Untreated Timber	1082-2
Water	1024-4
Welded Wire Reinforcement	1070-3

Provide Type 6 material certifications for shoring materials in accordance with Article 106-3 of the 2018 *Standard Specifications for Roads and Structures*. Use Class IV select material for temporary guardrail. Use Class A concrete that meets Article 450-2 of the 2018 *Standard Specifications for Roads and Structures* or Type 1 grout for drilled-in piles. Provide untreated timber with a thickness of at least three inches and a bending stress of at least 1,000 pounds per square inch for timber lagging. Provide steel bracing that meets ASTM A36.

## (A) Shoring Backfill

Use Class II, Type 1, Class III, Class V or Class VI select material or material that meets AASHTO M 145 for soil classification A-2-4 with a maximum PI of 6 for shoring backfill except do not use A-2-4 soil for backfill around culverts.

## (B) Anchors

Store anchor materials on blocking a minimum of 12 inches above the ground and protect it at all times from damage; and when placing in the work make sure it is free from dirt, dust, loose mill scale, loose rust, paint, oil or other foreign materials. Load, transport,

unload and store anchor materials so materials are kept clean and free of damage. Bent, damaged or defective materials shall be rejected.

(1) Ground Anchors

Use high-strength deformed steel bars that meet AASHTO M 275 or seven-wire strands that meet ASTM A886 or Article 1070-5 of the 2018 *Standard Specifications for Roads and Structures*. Splice bars in accordance with Article 1070-9 of the 2018 *Standard Specifications for Roads and Structures*. Do not splice strands. Use bondbreakers, spacers and centralizers that meet Article 6.3.5 of the AASHTO *LRFD Bridge Construction Specifications*.

Use neat cement grout that only contains cement and water with a water cement ratio of 0.4 to 0.5 which is approximately 5.5 gallons of water per 94 pounds of Portland cement. Provide grout with a compressive strength at three and 28 days of at least 1,500 and 4,000 psi, respectively.

(2) Helical Anchors

Use helical anchors with an ICC Evaluation Service, Inc. (ICC-ES) report. Provide couplers, thread bar adapters and bolts recommended by the Anchor Manufacturer to connect helical anchors together and to piles.

(3) Anchorages

Provide steel plates for bearing plates and steel washers, hex nuts, wedge plates and wedges recommended by the Anchor Manufacturer.

(C) Temporary Walls

(1) Welded Wire Facing

Use welded wire reinforcement for welded wire facing, struts and wires. For temporary wire walls, provide welded wire facing supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. For temporary wire walls with separate reinforcement and facing components, provide connectors (e.g., bars, clamps, plates, etc.) and fasteners (e.g., bolts, nuts, washers, etc.) required by the Wire Wall Vendor.

(2) Geotextiles

Provide Type 2 geotextile for separation and retention geotextiles. Provide Type 5 geotextile for geotextile reinforcement with ultimate tensile strengths in accordance with the accepted submittals.



## (3) Geogrid and Geostrip Reinforcement

Use geogrids with a roll width of at least four feet. Use geogrids for geogrid reinforcement and geostrips for geostrip reinforcement with an “approved” status code in accordance with the NCDOT Geosynthetic Reinforcement Evaluation Program. The list of approved geogrids and geostrips is available from:

**[connect.ncdot.gov/resources/Geological/Pages/Products.aspx](https://connect.ncdot.gov/resources/Geological/Pages/Products.aspx)**

Provide geogrids and geostrips with design strengths in accordance with the accepted submittals. Geogrids and geostrips are approved for short-term design strengths (three-year design life) in the machine direction (MD) and cross-machine direction (CD) based on material type. Define material type from the website above for shoring backfill as follows:

<b>Material Type</b>	<b>Shoring Backfill</b>
Borrow	A-2-4 Soil
Fine Aggregate	Class II, Type 1 or Class III Select Material
Coarse Aggregate	Class V or VI Select Material

## (4) Welded Wire Grid and Metallic Strip Reinforcement

Provide welded wire grid and metallic strip reinforcement supplied by the Wire Wall Vendor or a manufacturer approved or licensed by the vendor. Use welded wire grid reinforcement (“mesh”, “mats” and “ladders”) that meet Article 1070-3 of the 2018 *Standard Specifications for Roads and Structures* and metallic strip reinforcement (“straps”) that meet ASTM A572 or A1011.

**Preconstruction Requirements**

## (A) Concrete Barrier

Define “clear distance” behind concrete barrier as the horizontal distance between the barrier and edge of pavement. The minimum required clear distance for concrete barrier shall be shown in the plans developed by the Design-Build Team. At the Design-Build Team’s option or if the minimum required clear distance is not available, set concrete barrier next to and up against traffic side of temporary shoring except for barrier above temporary walls. Concrete barrier with the minimum required clear distance shall be required above temporary walls.

## (B) Temporary Guardrail

Define “clear distance” behind temporary guardrail as the horizontal distance between guardrail posts and temporary shoring. At the Design-Build Team’s option or if clear distance for cantilever, braced and anchored shoring is less than four feet, attach guardrail to traffic side of shoring as shown in the plans developed by the Design-Build Team.

Place ABC in clear distance and around guardrail posts instead of pavement. Do not use temporary guardrail above temporary walls.

(C) Temporary Shoring Designs

Before beginning temporary shoring design, survey existing ground elevations in the vicinity of shoring locations to determine actual design heights (H). Submit .pdf files of working drawings and design calculations for temporary shoring designs in accordance with Article 105-2 of the 2018 *Standard Specifications for Roads and Structures*. Submit working drawings showing plan views, shoring profiles, typical sections and details of temporary shoring design and construction sequence. Do not begin shoring construction until a design submittal is accepted.

Have cantilever and braced shoring designed, detailed and sealed by an engineer licensed in the state of North Carolina. Use a prequalified Anchored Wall Design Consultant to design anchored shoring. Provide anchored shoring designs sealed by a Design Engineer approved as a Geotechnical Engineer (key person) for an Anchored Wall Design Consultant. Include details in anchored shoring working drawings of anchor locations and lock-off loads, unit grout/ground bond strengths for ground anchors or minimum installation torque and torsional strength rating for helical anchors and if necessary, obstructions extending through shoring or interfering with anchors. Include details in the anchored shoring construction sequence of pile and anchor installation, excavation and anchor testing.

Provide temporary wall designs sealed by a Design Engineer licensed in the state of North Carolina and employed or contracted by the Temporary Wall Vendor. Include details in temporary wall working drawings of geotextile and reinforcement types, locations and directions and obstructions extending through walls or interfering with reinforcement.

(1) Soil Parameters

Design temporary shoring for the assumed soil parameters and groundwater or flood elevations shown in the plans developed by the Design-Build Team. Assume the following soil parameters for shoring backfill:

(a) Unit weight ( $\gamma$ ) = 120 pcf;

(b)	Friction Angle ( $\phi$ )	Shoring Backfill
	30°	A-2-4 Soil
	34°	Class II, Type 1 or Class III Select Material
	38°	Class V or VI Select Material

(c) Cohesion (c) = 0 psf.

(2) Traffic Surcharge

Design temporary shoring for a traffic surcharge of 250 pounds per square foot if traffic will be above and within H of shoring. This traffic surcharge shall not apply to construction traffic. Design temporary shoring for any construction surcharge if construction traffic will be above and within H of shoring. Design temporary shoring for a traffic (live load) surcharge in accordance with Article 11.5.6 of the AASHTO *LRFD Bridge Design Specifications*.

(3) Cantilever, Braced and Anchored Shoring Designs

Use shoring backfill for fill sections and voids between cantilever, braced and anchored shoring and the critical failure surface. Use concrete or Type 1 grout for embedded portions of drilled-in H-piles. Do not use drilled-in sheet piles.

Define “top of shoring” for cantilever, braced and anchored shoring as where the grade intersects the back of sheet piles or H-piles and timber lagging. Design cantilever, braced and anchored shoring for a traffic impact load of 2,000 pounds per foot applied 18 inches above top of shoring if concrete barrier is above and next to shoring or temporary guardrail is above and attached to shoring. Extend cantilever, braced and anchored shoring at least 32 inches above top of shoring if shoring is designed for traffic impact. Otherwise, extend shoring at least six inches above top of shoring.

Design cantilever, braced and anchored shoring for a maximum deflection of three inches if the horizontal distance to the closest edge of pavement or structure is less than H. Otherwise, design shoring for a maximum deflection of six inches. Design cantilever and braced shoring in accordance with the plans developed by the Design-Build Team and AASHTO *Guide Design Specifications for Bridge Temporary Works*.

Design anchored shoring in accordance with the plans developed by the Design-Build Team and Article 11.9 of the AASHTO *LRFD Bridge Design Specifications*. Use a resistance factor of 0.80 for tensile resistance of anchors with bars, strands or shafts. Extend the unbonded length for ground anchors and the shallowest helix for helical anchors at least five feet behind the critical failure surface. Do not extend anchors beyond right of way or easement limits. If existing or future obstructions such as foundations, guardrail posts, pavements, pipes, inlets or utilities will interfere with anchors, maintain a clearance of at least six inches between obstructions and anchors.

(4) Temporary Wall Designs

Use shoring backfill in the reinforced zone of temporary walls. Separation geotextiles shall be required between shoring backfill and backfill, natural ground or culverts along the sides of the reinforced zone perpendicular to the wall face.

For Class V or VI select material in the reinforced zone, separation geotextiles shall also be required between shoring backfill and backfill or natural ground on top of and at the back of the reinforced zone.

Design temporary walls in accordance with the plans developed by the Design-Build Team and Article 11.10 of the AASHTO *LRFD Bridge Design Specifications*. Embed temporary walls at least 18 inches except for walls on structures or rock as determined by the Engineer. Use a uniform reinforcement length throughout the wall height of at least 0.7H or six feet, whichever is longer. Extend the reinforced zone at least six inches beyond end of reinforcement. Do not locate the reinforced zone outside right of way or easement limits.

Use the simplified method for determining maximum reinforcement loads in accordance with the AASHTO LRFD specifications. For geotextile reinforcement, use geotextile properties approved by the Department or default values in accordance with the AASHTO LRFD specifications. For geogrid and geostrip reinforcement, use approved geosynthetic reinforcement properties available from the website shown elsewhere in this provision. Use geosynthetic properties for the direction reinforcement will be installed, a three-year design life and shoring backfill to be used in the reinforced zone.

Do not use more than four different reinforcement strengths for each temporary geosynthetic wall. Design temporary geotextile walls for a reinforcement coverage ratio ( $R_c$ ) of 1.0. For temporary geogrid walls with an  $R_c$  of less than 1.0, use a maximum horizontal clearance between geogrids of three feet and stagger reinforcement so geogrids are centered over gaps in the reinforcement layer below.

For temporary geosynthetic walls, use “L” shaped welded wire facing with 18-inch to 24-inch long legs. Locate geosynthetic reinforcement so reinforcement layers are at the same level as the horizontal legs of welded wire facing. Use vertical reinforcement spacing equal to facing height. Wrap geotextile or geogrid reinforcement behind welded wire facing and extend reinforcement at least three feet back behind facing into shoring backfill. Attach geostrip reinforcement to welded wire facing with a connection approved by the Department.

For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing with a connection approved by the Department. For temporary geogrid, geostrip and wire walls, retain shoring backfill at welded wire facing with retention geotextiles and extend geotextiles at least three feet back behind facing into backfill.

(D) Preconstruction Meeting

The Engineer may require a shoring preconstruction meeting to discuss the construction, inspection and testing of the temporary shoring. If required, and if this meeting occurs

before all shoring submittals have been accepted, additional preconstruction meetings may be required before beginning construction of temporary shoring without accepted submittals. The Resident, District or Bridge Maintenance Engineer, Area Construction Engineer, Geotechnical Operations Engineer, Design-Build Team and Shoring Contractor Superintendent will attend preconstruction meetings.

### **Construction Methods**

Control drainage during construction in the vicinity of shoring. Direct run off away from shoring and shoring backfill. Contain and maintain backfill and protect material from erosion.

Install positive protection in accordance with the contract and accepted submittals. Use PCB in accordance with Section 1170 of the 2018 *Standard Specifications for Roads and Structures* and 2018 Roadway Standard Drawing No. 1170.01. Use temporary guardrail in accordance with Section 862 of the 2018 *Standard Specifications for Roads and Structures* and 2018 Roadway Standard Drawing Nos. 862.01, 862.02 and 862.03.

#### **(A) Tolerances**

Construct shoring with the following tolerances:

- (1) Horizontal wires of welded wire facing are level in all directions,
- (2) Shoring location is within six inches of horizontal and vertical alignment shown in the accepted submittals, and
- (3) Shoring plumbness (batter) is not negative and within two degrees of vertical.

#### **(B) Cantilever, Braced and Anchored Shoring Installation**

If overexcavation behind cantilever, braced or anchored shoring is shown in the accepted submittals, excavate before installing piles. Otherwise, install piles before excavating for shoring. Install cantilever, braced or anchored shoring in accordance with the construction sequence shown in the accepted submittals. Remove piles and if applicable, timber lagging when shoring is no longer needed.

##### **(1) Pile Installation**

Install piles with the minimum required embedment and extension in accordance with Subarticles 450-3(D) and 450-3(E) of the 2018 *Standard Specifications for Roads and Structures* except that a pile driving equipment data form is not required. Piles may be installed with a vibratory hammer as approved by the Engineer.

Do not splice sheet piles. Use pile excavation to install drilled-in H-piles. After filling holes with concrete or Type 1 grout to the elevations shown in the accepted

submittals, remove any fluids and fill remaining portions of holes with flowable fill. Cure concrete or grout at least seven days before excavating.

Notify the Engineer if refusal is reached before pile excavation or driven piles attain the minimum required embedment. When this occurs, a revised design submittal may be required.

(2) Excavation

Excavate in front of piles from the top down in accordance with the accepted submittals. For H-piles with timber lagging and braced and anchored shoring, excavate in staged horizontal lifts with a maximum height of five feet. Remove flowable fill and material in between H-piles, as needed, to install timber lagging. Position lagging with at least three inches of contact in the horizontal direction between the lagging and pile flanges. Do not excavate the next lift until timber lagging for the current lift is installed and, if applicable, bracing and anchors for the current lift are accepted. Backfill behind cantilever, braced or anchored shoring with shoring backfill.

(3) Anchor Installation

If applicable, install foundations located behind anchored shoring before installing anchors. Fabricate and install ground anchors in accordance with the accepted submittals, Articles 6.4 and 6.5 of the AASHTO *LRFD Bridge Construction Specifications* and the following unless otherwise approved:

- (a) Materials in accordance with this provision shall be required instead of materials conforming to Articles 6.4 and 6.5.3 of the AASHTO LRFD Specifications,
- (b) Encapsulation-protected ground anchors in accordance with Article 6.4.1.2 of the AASHTO LRFD specifications are not required, and
- (c) Corrosion protection for unbonded lengths of ground anchors and anchorage covers are not required.
- (d) Mix and place neat cement grout in accordance with Subarticles 1003-5, 1003-6 and 1003-7 of the *2018 Standard Specifications for Roads and Structures*. Measure grout temperature, density and flow during grouting with at least the same frequency grout cubes are made for compressive strength. Perform density and flow field tests in the presence of the Engineer in accordance with American National Standards Institute/American Petroleum Institute Recommended Practice 13B-1 (Section 4, Mud Balance) and ASTM C939 (Flow Cone), respectively.

Install helical anchors in accordance with the accepted submittals and Anchor Manufacturer's instructions. Measure torque during installation and do not exceed the torsional strength rating of the helical anchor. Attain the minimum required installation torque and penetration before terminating anchor installation. When replacing a helical anchor, embed last helix of the replacement anchor at least three helix plate diameters past the location of the first helix of the previous anchor.

(4) Anchor Testing

Proof test and lock-off anchors in accordance with the accepted submittals and Article 6.5.5 of the AASHTO *LRFD Bridge Construction Specifications* except for the acceptance criteria in Article 6.5.5.5. For the AASHTO LRFD specifications, "ground anchor" refers to a ground or helical anchor and "tendon" refers to a bar, strand or shaft.

(a) Anchor Acceptance

Anchor acceptance shall be based in part on the following criteria.

- (i) For ground and helical anchors, total movement is less than 0.04 inch between the one and ten minute readings or less than 0.08 inch between the six and 60 minute readings.
- (ii) For ground anchors, total movement at maximum test load exceeds 80% of the theoretical elastic elongation of the unbonded length.

(b) Anchor Test Results

Submit .pdf files of anchor test records including movement versus load plots for each load increment within 24 hours of completing each row of anchors. The Engineer will review the test records to determine if the anchors are acceptable.

If the Engineer determines an anchor is unacceptable, revise the anchor design or installation methods. Submit a revised anchored shoring design for acceptance and provide an acceptable anchor with the revised design or installation methods. If required, replace the anchor or provide additional anchors with the revised design or installation methods.

(C) Temporary Wall Installation

Excavate as necessary for temporary walls in accordance with the plans developed by the Design-Build Team and accepted submittals. If applicable, install foundations located in the reinforced zone before placing shoring backfill or reinforcement unless otherwise approved. Notify the Engineer when foundation excavation is complete. Do not place

shoring backfill or reinforcement until excavation dimensions and foundation material are approved.

Erect welded wire facing so the wall position is as shown in the plans developed by the Design-Build Team and accepted submittals. Set welded wire facing adjacent to each other in the horizontal and vertical direction to completely cover the wall face with facing. Stagger welded wire facing to create a running bond by centering facing over joints in the row below.

Attach geostrip reinforcement to welded wire facing and wrap geotextile reinforcement and retention geotextiles behind welded wire facing as shown in the plans developed by the Design-Build Team and accepted submittals. Cover geotextiles with at least three inches of shoring backfill. Overlap adjacent geotextile reinforcement and retention and separation geotextiles at least 18 inches with seams oriented perpendicular to the wall face. Hold geotextiles in place with wire staples or anchor pins as needed.

Place reinforcement within three inches of locations shown in the plans developed by the Design-Build Team and accepted submittals. Before placing shoring backfill, pull geosynthetic reinforcement taut so it is in tension and free of kinks, folds, wrinkles and creases. Install reinforcement with the direction shown in the plans developed by the Design-Build Team and accepted submittals. For temporary wire walls with separate reinforcement and facing components, attach welded wire grid or metallic strip reinforcement to welded wire facing as shown in the accepted submittals. Do not splice or overlap reinforcement so seams are parallel to the wall face. Contact the Engineer when unanticipated existing or future obstructions such as foundations, pavements, pipes, inlets or utilities will interfere with reinforcement.

Place shoring backfill in the reinforced zone in eight-inch to ten-inch thick lifts. Compact A-2-4 soil and Class II, Type 1 and Class III select material in accordance with Subarticle 235-3(C) of the 2018 *Standard Specifications for Roads and Structures*. Use only hand operated compaction equipment to compact backfill within three feet of welded wire facing. At a distance greater than three feet, compact shoring backfill with at least four passes of an eight-ton to ten-ton vibratory roller in a direction parallel to the wall face. Smooth wheeled or rubber tired rollers are also acceptable for compacting backfill. Do not use sheepsfoot, grid rollers or other types of compaction equipment with feet. Do not displace or damage reinforcement when placing and compacting shoring backfill. End dumping directly on geosynthetic reinforcement shall not be permitted. Do not operate heavy equipment on reinforcement until it is covered with at least eight inches of shoring backfill. Replace any damaged reinforcement to the satisfaction of the Engineer.

Backfill for temporary walls outside the reinforced zone in accordance with Article 410-8 of the 2018 *Standard Specifications for Roads and Structures*. Bench temporary walls into the sides of excavations where applicable. For temporary geosynthetic walls with top of wall within five feet of finished grade, remove top facing and incorporate top



reinforcement layer into fill when placing fill in front of wall. Temporary walls remain in place permanently unless otherwise required.

### **MATERIAL AND EQUIPMENT STORAGE & PARKING OF PERSONAL VEHICLES**

(10-19-21)(Rev. 8-16-22)

1101

DB11 R03

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 11-2, Article 1101-8 MATERIAL AND EQUIPMENT STORAGE, Lines 35 - 38,** delete and replace with the following:

Except as allowed otherwise below, when work is not in progress, keep all personnel, equipment, machinery, tools, construction debris, materials and supplies away from active travel lanes in accordance with Table 1101-1.

<b>TABLE 1101-1</b>	
<b>MATERIAL AND EQUIPMENT STORAGE FROM ACTIVE TRAVEL LANES</b>	
<b>Posted Speed Limit (mph)</b>	<b>Distance (ft)</b>
40 or less	≥ 18
45 - 50	≥ 28
55	≥ 32
60 or higher	≥ 40

When vehicles, equipment and/or materials are protected by concrete barrier or guardrail, they shall be offset at least five feet from the barrier or guardrail.

**Page 11-2, Article 1101-9 PARKING OF PERSONAL VEHICLES, Lines 40 - 41,** delete and replace with the following:

In accordance with Article 1101-8, or as directed by the Engineer, provide staging areas for personal vehicle parking before use.

### **WORK ZONE INSTALLER**

(7-20-21) (Rev. 8-16-22)

1101, 1150

DB11 R04

The Design-Build Team shall provide the service of at least one qualified work zone installer during the setup, installation, and removal of temporary traffic control devices within any highway right of way. The qualified work zone installer shall serve as crew leader and shall be on site and directing the installation and removal of temporary traffic control devices. If multiple temporary traffic control installations and/or removals are occurring simultaneously, then each crew leader shall be a qualified work zone installer.

The work zone installer shall be qualified by an NCDOT approved training agency or other NCDOT approved training provider in the safe and competent set up of temporary traffic control devices. For a complete listing of approved training agencies, reference the Work Zone Safety Training webpage noted below:

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

In accordance with Article 1101-13 of the 2018 *Standard Specifications for Roads and Structures*, a work zone supervisor may fulfill the role of the work zone installer during the setup, installation and removal of temporary traffic control devices within any highway right of way, provided they are on site and directing the installation and removal of temporary traffic control devices.

At a minimum, all other individuals participating in the setup, installation, and removal of temporary traffic control devices within any highway right of way shall be certified as a qualified flagger in accordance with Article 1150-3 of the 2018 *Standard Specifications for Roads and Structures*, even if flagging is not being performed as part of the traffic control operation.

Prior to or at the preconstruction conference, the Design-Build Team shall provide the name and contact information of all qualified work zone installers to the Engineer. Additionally, the Design-Build Team shall provide a qualification statement that all other individuals participating in the setup, installation and removal of temporary traffic control devices are qualified flaggers that have been properly trained through an NCDOT approved training agency or other NCDOT approved training provider.

Prior to the qualified work zone installer or flagger performing any traffic control duties on the project, all certification records for qualified work zone installers and flaggers shall be uploaded by the NCDOT approved training agency or other NCDOT approved training provider to the Department's Work Zone Education Verification App (WZ-EVA). For more information about WZ-EVA, reference the Work Zone Safety Training webpage noted above.

#### **PORTABLE CHANGEABLE MESSAGE SIGNS**

(9-20-22)(Rev. 11-15-22)

1089, 1120

DB11 R10

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 10-197, Subarticle 1089-7(D) Controller, Line 16**, add the following after the third sentence of the first paragraph:

Change the controller password from the factory default and periodically change the controller password to deter unauthorized programming of the controller.

**Page 10-197, Subarticle 1089-7(D) Controller, Lines 16 - 19**, replace the fourth sentence of the first paragraph with the following:

The password system is recommended to include at least two levels of security such that operators at one level may only change message sequences displayed using preprogrammed sequences and operators at a higher level may create and store messages or message sequences.

**Page 10-197, Subarticle 1089-7(D) Controller, Line 24** replace the sentence with the following:

The controller shall be stored in a locked, weather and vandal resistant box when not in use and after changes to the messages are made.

**Page 11-8, Article 1120-3 CONSTRUCTION METHODS, Lines 26 - 32,** replace the second paragraph with the following:

Provide an experienced operator for the portable changeable message sign during periods of operation to ensure that the messages displayed on the sign panel are in accordance with the plans developed by the Design-Build Team and Subarticle 1089-7(D). Change the controller password from the factory default and periodically change the controller password to deter unauthorized programming of the controller. Using two levels of password security is recommended such that operators at one level may only change message sequences displayed using preprogrammed sequences and operators at a higher level may create and store messages or message sequences. Lock the controller in a weather and vandal resistant box when not in use and after changes to the messages are made.

#### **LAW ENFORCEMENT**

(6-21-22)(Rev. 11-15-22)

1190

DB11 R30

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 11-19, Article 1190-1 DESCRIPTION, Lines 4 - 5,** replace the paragraph with the following:

Furnish Law Enforcement Officers and official Law Enforcement vehicles to direct traffic in accordance with the contract.

**Page 11-19, Article 1190-2 CONSTRUCTION METHODS, Lines 7 - 10,** replace the first and second paragraph with the following:

Use off-duty uniformed Law Enforcement Officers and official Law Enforcement vehicles equipped with blue lights to direct or control traffic as required by the plans developed by the Design-Build Team or as required by the Engineer.

Law Enforcement vehicles shall not be parked within the buffer space on any roadway. Law Enforcement vehicles shall not be used to close or block an active travel lane on multi-lane roadways with a posted speed limit of 45 mph or higher, except as allowed during rolling roadblock operations as shown in the 2018 *Roadway Standard Drawings* or while responding to an emergency.

**EXTRUDED THERMOPLASTIC PAVEMENT MARKING THICKNESS**

(3-19-19)(Rev. 4-26-22)

DB12 R005

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 12-6, Subarticle 1205-4(A)(1) General, Lines 5 - 8**, delete the second sentence and replace with the following:

Use application equipment that provides multiple width settings ranging from four inches to 12 inches and multiple thickness settings to achieve the required thickness above the surface of the pavement as shown in Table 1205-3.

**Page 12-7, Table 1205-3, THICKNESS REQUIREMENTS FOR THERMOPLASTIC**, replace with the following:

<b>TABLE 1205-3 MINIMUM THICKNESS REQUIREMENTS FOR THERMOPLASTIC</b>	
<b>Thickness</b>	<b>Location</b>
240 mils	In-lane and shoulder-transverse pavement markings (rumble strips). May be placed in two passes
90 mils	Center lines, skip lines, transverse bands, mini-skip lines, characters, bike lane symbols, crosswalk lines, edge lines, gore lines, diagonals, and arrow symbols

**POLYUREA PAVEMENT MARKING MATERIAL - TYPE 2 TYPICAL CERTIFIED MILL TEST REPORT**

(1-16-19)

SP

Amend the 2018 *Standard Specifications for Roads and Structures* as follows:

**Page 10-184, Article 1087-8 Material Certification**, in accordance with Article 106-3 provide a Type 2 Typical Certified Mill Test Report and a Type 3 Manufacturer's Certification for Polyurea pavement marking material.

When tested, the material shall meet the physical and chemical characteristics provided by the manufacturer. NCDOT reserves the right to compare these test results to baseline test results gathered by the NCDOT Materials and Test Unit.

**POLYUREA PAVEMENT MARKING MEDIA AND THICKNESS**

(8-27-20)

SP

Revise the 2018 NCDOT *Standard Specifications for Roads and Structure* as follows:

**Page 12-8, Subarticle 1205-5(B), Lines 14-16**, replace with the following:

Produce polyurea pavement marking lines that have a minimum dry thickness of 30 mils above the pavement surface when placed on concrete and asphalt pavements. Produce polyurea pavement marking lines that have a minimum dry thickness of 30 mils above the pavement

surface on textured surfaces such as OGFC and on surfaces where the polyurea will be placed over a previously removed pavement marking.

**Page 12-9**, replace **Table 1205-4 Minimum Reflectometer Requirement for Polyurea** with the following:

<b>TABLE 1205-4 MINIMUM REFLECTOMETER REQUIREMENTS FOR POLYUREA</b>		
<b>Item</b>	<b>Color</b>	<b>Reflectivity</b>
Standard Glass Beads	White	375 mcd/lux/m <sup>2</sup>
	Yellow	250 mcd/lux/m <sup>2</sup>

The installer may choose to use an AASHTO Type 4/Type 1 or AASHTO Type 3/Type 1 double drop system and these systems will be incidental to the polyurea pavement marking.

### **THERMOPLASTIC PAVEMENT MARKING MATERIAL – COLOR TESTING**

(1-16-19)

SP

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Pages 10-183 and 10-184, Subarticle 1087-7(D)(1)(b) Yellow, Lines 9 - 11**, delete and replace with the following:

Obtain Color Values Y, x, y per ASTM E1349 using C/2° illuminant/observer.

Results shall be  $Y \geq 45\%$ , and x, y shall fall within PR#1 chart chromaticity limits.

### **ON-THE-JOB TRAINING**

(2-24-15) (Rev. 7-20-17)

Z-10

#### **Description**

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

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

The Alternate OJT Program will allow a contractor to train employees on Federal, State and privately funded projects located in North Carolina. However, priority shall be given to training employees on NCDOT Federal-Aid funded projects.

**Minorities and Women**

Developing, training and upgrading of minorities and women toward journeyman level status is a primary objective of this special training provision. Accordingly, the Contractor shall make every effort to enroll minority and women as trainees to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

**Assigning Training Goals**

The Department, through the OJT Program Manager, will assign training goals for a calendar year based on the contractors' past three years' activity and the contractors' anticipated upcoming year's activity with the Department. At the beginning of each year, all contractors eligible will be contacted by the Department to determine the number of trainees that will be assigned for the upcoming calendar year. At that time the Contractor shall enter into an agreement with the Department to provide a self-imposed on-the-job training program for the calendar year. This agreement will include a specific number of annual training goals agreed to by both parties. The number of training assignments may range from one to 15 per contractor per calendar year. The Contractor shall sign an agreement to fulfill their annual goal for the year.

**Training Classifications**

The Contractor shall provide on-the-job training aimed at developing full journeyman level workers in the construction craft/operator positions. Preference shall be given to providing training in the following skilled work classifications:

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

The Department has established common training classifications and their respective training requirements that may be used by the contractors. However, the classifications established are not all-inclusive. Where the training is oriented toward construction applications, training will be allowed in lower-level management positions such as office engineers and estimators. Contractors shall submit new classifications for specific job functions that their employees are performing. The Department will review and recommend for acceptance to FHWA the new classifications proposed by contractors, if applicable. New classifications shall meet the following requirements:

- Proposed training classifications are reasonable and realistic based on the job skill classification needs, and

- The number of training hours specified in the training classification is consistent with common practices and provides enough time for the trainee to obtain journeyman level status.

The Contractor may allow trainees to be trained by a subcontractor provided that the Contractor retains primary responsibility for meeting the training and this provision is made applicable to the subcontractor. However, only the Contractor will receive credit towards the annual goal for the trainee.

Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. The number of trainees shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman level status or in which they have been employed as a journeyman.

### **Records and Reports**

The Contractor shall maintain enrollment, monthly and completion reports documenting company compliance under these contract documents. These documents and any other information as requested shall be submitted to the OJT Program Manager.

Upon completion and graduation of the program, the Contractor shall provide each trainee with a certification Certificate showing the type and length of training satisfactorily completed.

### **Trainee Interviews**

All trainees enrolled in the program will receive an initial and Trainee/Post graduate interview conducted by the OJT program staff.

### **Trainee Wages**

Contractors shall compensate trainees on a graduating pay scale based upon a percentage of the prevailing minimum journeyman wages (Davis-Bacon Act). Minimum pay shall be as follows:

- 60 percent of the journeyman wage for the first half of the training period
- 75 percent of the journeyman wage for the third quarter of the training period
- 90 percent of the journeyman wage for the last quarter of the training period

In no instance shall a trainee be paid less than the local minimum wage. The Contractor shall adhere to the minimum hourly wage rate that will satisfy both the NC Department of Labor (NCDOL) and the Department.

**Achieving or Failing to Meet Training Goals**

The Contractor will be credited for each trainee employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and who receives training for at least 50 percent of the specific program requirement. Trainees will be allowed to be transferred between projects if required by the Contractor's scheduled workload to meet training goals.

If a contractor fails to attain their training assignments for the calendar year, they may be taken off the NCDOT's Bidders List.

**Measurement and Payment**

No compensation will be made for providing required training in accordance with these contract documents.



**STANDARD SPECIAL PROVISION****AVAILABILITY OF FUNDS - TERMINATION OF CONTRACTS**

(9-1-11)

Z-2

*General Statute 143C-6-11. (h) Highway Appropriation* is hereby incorporated verbatim in this contract as follows:

“(h) Amounts Encumbered – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in General Statute 143C-6-11(c). Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.”

Payment will be made on any contract terminated pursuant to the special provision in accordance with Subarticle 108-13(D), of the North Carolina Department of Transportation *Standard Specifications for Roads and Structures*, dated January 2018 and as amended by the Standard Special Provision, Division One found elsewhere in this RFP.

This provision applies equally to the North Carolina Turnpike Authority and this contract.

**\*\*\* STANDARD SPECIAL PROVISIONS \*\*\*****NCDOT GENERAL SEED SPECIFICATIONS FOR SEED QUALITY**

(5-7-11)

Z-3

Seed shall be sampled and tested by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory. When said samples are collected, the vendor shall supply an independent laboratory report for each lot to be tested. Results from seed so sampled shall be final. Seed not meeting the specifications shall be rejected by the Department of Transportation and shall not be delivered to North Carolina Department of Transportation warehouses. If seed has been delivered it shall be available for pickup and replacement at the supplier's expense.

Any re-labeling required by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory, that would cause the label to reflect as otherwise specified herein shall be rejected by the North Carolina Department of Transportation.

Seed shall be free from seeds of the noxious weeds Johnsongrass, Balloonvine, Jimsonweed, Witchweed, Itchgrass, Serrated Tussock, Showy Crotalaria, Smooth Crotalaria, Sicklepod, Sandbur, Wild Onion, and Wild Garlic. Seed shall not be labeled with the above weed species on the seed analysis label. Tolerances as applied by the Association of Official Seed Analysts will NOT be allowed for the above noxious weeds except for Wild Onion and Wild Garlic.

Tolerances established by the Association of Official Seed Analysts will generally be recognized. However, for the purpose of figuring pure live seed, the found pure seed and found germination percentages as reported by the North Carolina Department of Agriculture and Consumer Services, Seed Testing Laboratory will be used. Allowances, as established by the NCDOT, will be recognized for minimum pure live seed as listed on the following pages.

The specifications for restricted noxious weed seed refers to the number per pound as follows:

<b>Restricted Noxious Weed</b>	<b>Limitations per Lb. of Seed</b>	<b>Restricted Noxious Weed</b>	<b>Limitations per Lb. of Seed</b>
Blessed Thistle	4 seeds	Cornflower (Ragged Robin)	27 seeds
Cocklebur	4 seeds	Texas Panicum	27 seeds
Spurred Anoda	4 seeds	Bracted Plantain	54 seeds
Velvetleaf	4 seeds	Buckhorn Plantain	54 seeds
Morning-glory	8 seeds	Broadleaf Dock	54 seeds
Corn Cockle	10 seeds	Curly Dock	54 seeds
Wild Radish	12 seeds	Dodder	54 seeds
Purple Nutsedge	27 seeds	Giant Foxtail	54 seeds
Yellow Nutsedge	27 seeds	Horsenettle	54 seeds
Canada Thistle	27 seeds	Quackgrass	54 seeds
Field Bindweed	27 seeds	Wild Mustard	54 seeds
Hedge Bindweed	27 seeds		

Seed of Pensacola Bahiagrass shall not contain more than 7% inert matter, Kentucky Bluegrass, Centipede and Fine or Hard Fescue shall not contain more than 5% inert matter whereas a maximum of 2% inert matter will be allowed on all other kinds of seed. In addition, all seed shall not contain more than 2% other crop seed nor more than 1% total weed seed. The germination rate as tested by the North Carolina Department of Agriculture shall not fall below 70%, which includes both dormant and hard seed. Seed shall be labeled with not more than 7%, 5% or 2% inert matter (according to above specifications), 2% other crop seed and 1% total weed seed.

Exceptions may be made for minimum pure live seed allowances when cases of seed variety shortages are verified. Pure live seed percentages will be applied in a verified shortage situation. Those purchase orders of deficient seed lots will be credited with the percentage that the seed is deficient.

#### FURTHER SPECIFICATIONS FOR EACH SEED GROUP ARE GIVEN BELOW:

Minimum 85% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 83% pure live seed will not be approved.

Sericea Lespedeza  
Oats (seeds)

Minimum 80% pure live seed; maximum 1% total weed seed; maximum 2% total other crop; maximum 144 restricted noxious weed seed per pound. Seed less than 78% pure live seed will not be approved.

Tall Fescue (all approved varieties)	Bermudagrass
Kobe Lespedeza	Browntop Millet
Korean Lespedeza	German Millet - Strain R
Weeping Lovegrass	Clover - Red/White/Crimson
Carpetgrass	

Minimum 78% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 76% pure live seed will not be approved.

Common or Sweet Sundangrass

Minimum 76% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 restricted noxious weed seed per pound. Seed less than 74% pure live seed will not be approved.

Rye (grain; all varieties)  
Kentucky Bluegrass (all approved varieties)  
Hard Fescue (all approved varieties)  
Shrub (bicolor) Lespedeza

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 144 noxious weed seed per pound. Seed less than 70% pure live seed will not be approved.

Centipedegrass	Japanese Millet
Crownvetch	Reed Canary Grass
Pensacola Bahiagrass	Zoysia
Creeping Red Fescue	

Minimum 70% pure live seed; maximum 1% total weed seed; maximum 2% total other crop seed; maximum 5% inert matter; maximum 144 restricted noxious weed seed per pound.

Barnyard Grass  
Big Bluestem  
Little Bluestem  
Bristly Locust  
Birdsfoot Trefoil  
Indiangrass  
Orchardgrass  
Switchgrass  
Yellow Blossom Sweet Clover

**STANDARD SPECIAL PROVISION****ERRATA**

(10-16-18) (Rev. 6-20-23)

Z-4

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

**Division 1**

**Page 1-1, Article 101-2 Abbreviations, line 13,** replace " American National Standards Institute, Inc." with "American National Standards Institute".

**Page 1-1, Article 101-2 Abbreviations, line 32,** replace "Equivalent Single Axis Load" with "Equivalent Single Axle Load".

**Page 1-16, Subarticle 102-9(A) General, line 26,** replace "10 U.S.C. 2304(g)" with "10 U.S.C. 3205".

**Page 1-43, Article 104-13 RECYCLED PRODUCTS OR SOLID WASTE MATERIALS, line 4,** replace "104-13(B)(2)" with "104-13(B)".

**Page 1-52, Article 106-1 RECYCLED PRODUCTS OR SOLID WASTE MATERIALS, line 25,** replace "13 NCAC 7CF.0101(a)(99)" with "29 CFR 1910.1200".

**Division 2**

**Page 2-5, Article 210-2 CONSTRUCTION METHODS, line 21,** replace "NCGS §§ 130A-444 to -452" with "NCGS §§ 130A-444 to -453".

**Page 2-13, Article 225-2 EROSION CONTROL REQUIREMENTS, line 17,** replace "the Sedimentation and Pollution Control Act" with "Article 107-12".

**Page 2-20, Subarticle 230-4(B)(3) Reclamation Plan, line 12,** replace "Department's borrow and waste site reclamation procedures for contracted projects" with "Department's *Borrow Waste and Staging Site Reclamation Procedures for Contract Projects*".

**Page 2-25, Subarticle 235-3(E) Surcharges and Waiting Periods, line 21 and 27,** delete "Department's Materials and Tests Unit."

**Division 4**

**Page 4-18, Subarticle 411-5(C)(3) Coring, line 11,** replace "in accordance with ASTM D5079" with "with methods acceptable to the Engineer".

**Page 4-50, Article 430-2 MATERIALS, prior to line 15,** replace Section "1080-9" with "1080-7".

**Page 4-53, Article 440-2 MATERIALS, prior to line 6,** replace Section “1080-9” with “1080-7”.

**Page 4-58, Article 442-2 MATERIALS, prior to line 15,** replace Section “1080-6” with “1080-12”.

**Page 4-59, Subarticle 442-7(A) Blast Cleaning, line 36,** replace Article “1080-6” with “1080-12”.

**Page 4-76, Article 454-2 MATERIALS, prior to line 24,** replace Section “815-2” with “1044”.

**Page 4-79, Article 455-2 MATERIALS, prior to line 21,** replace Section “815” with “1044”.

**Page 4-80, Subarticle 455-3(B) Precast Gravity Wall Designs, line 23 and lines 25-26,** replace “AASHTO LRFD specifications” with “*AASHTO LRFD Bridge Design Specifications*”.

### **Division 6**

**Page 6-7, Article 609-1 DESCRIPTION, line 29,** replace Article number “609-10” with “609-9”.

**Page 6-10, Subarticle 609-6(C) Control Charts, line 17,** replace Section number “7021” with “7.20.1”.

**Page 6-13, Article 609-9 QUALITY ASSURANCE, line 31,** replace Section number “7.60” with “7.6”.

**Page 6-26, Subarticle 610-13(A)(1) Acceptance for New Construction, line 31,** replace Table number “610-7” with “610-8”.

**Page 6-29, Subarticle 610-13(B) North Carolina Hearne Straightedge, line 32,** replace Table number “610-8” with “610-9”.

**Page 6-31, Article 610-14 DENSITY ACCEPTANCE, Specified Density prior to line 30 and line 32,** replace Table number “610-6” with “610-7”.

**Page 6-37, Article 650-5 CONSTRUCTION METHODS, line 10,** replace Section number “9.5(E)” with “9.5.1(E)”.

**Page 6-44, Subarticle 660-8(B) Asphalt Mat and Seal, line 40,** replace Subarticle number “660-8(A)” with “660-8(C)”.

**Page 6-44, Subarticle 660-8(B) Asphalt Mat and Seal, line 42,** replace Subarticle number “660-8(C)” with “660-8(A)”.

**Division 7**

**Page 7-11, Subarticle 700-15(E) Compressive Strength, line 5,** replace “AASHTO T 23” with “AASHTO R 100”.

**Page 7-24, Article 723-4 Very High Early Strength Concrete for Concrete Pavement Repair, line 4,** replace “AASHTO T126” with “AASHTO R 39”.

**Division 8**

**Page 8-11, Article 815-1 MATERIALS, after line 35,** replace “1080-12” with “1080-10”.

**Page 8-13, Article 816-1 MATERIALS, after line 28,** replace “1080-12” with “1080-10”.

**Page 8-17, Article 825-1 Description, line 5,** delete “853” and “855”.

**Division 10**

**Page 10-2, Subarticle 1000-3(B) Air Entrainment, line 33,** replace “Chase” with “Chace”.

**Page 10-4, Subarticle 1000-4(A) Composition and Design, after line 17,** replace “T23” with “R 100”.

**Page 10-4, Subarticle 1000-4(B) Air Entrainment, lines 31 and 33,** replace “Chase” with “Chace”.

**Page 10-4, Subarticle 1000-4(C) Strength of Concrete, lines 39 and 41,** replace “T 23” with “R 100”.

**Page 10-15, Subarticle 1000-11(B) Mixing Time for Central Mixed Concrete, after line 35,** replace “T 23” with “R 100”.

**Page 10-22, Article 1003-3 COMPOSITION AND DESIGN, line 9,** replace “Engineer” with “engineer”.

**Page 10-23, Article 1003-4 GROUT REQUIREMENTS, lines 16 and 18,** replace “T 23” with “R 100”.

**Page 10-26, Article 1005-4 TESTING, after line 26,** replace “1014-2€(6)” with “1014-2€(6)” in C. of Table 1005-1 footnote and replace “Lightweight<sup>B</sup>” with “Lightweight<sup>C</sup>”.

**Page 10-29, Subarticle 1012-1(B)(4) Flat and Elongated Pieces, line 44,** delete “SF9.5A”

**Page 10-36, Subarticle 1012-2(E) Toughness (Resistance to Abrasion), line 31,** replace “course” with “coarse”.

**Page 10-37, Article 1012-4, LIGHTWEIGHT AGGREGATE, line 4,** replace Table number “1012-8” with “1012-5”.

**Page 10-48, Subarticle 1020-10(A) Mineral Fibers, line 27,** replace “Table 1012-5” with “Table 1020-2”.

**Page 10-52, Article 1024-5 FLY ASH, line 12,** replace “Table 2” with “Table 3”.

**Page 10-60, Subarticle 1032-6(F) Joint Materials, line 15,** replace “AASHTO M 198” with “ASTM C990” and delete “Type B”.

**Page 10-61, Article 1034-3 CONCRETE SEWER PIPE, line 33,** replace “AASHTO M 198” with “ASTM C990” and delete “Type A or B”.

**Page 10-64, Article 1040-1 BRICK, line 12,** replace “ASTM C62” with “ASTM C62 or ASTM C216”.

**Page 10-67, Article 1044-7 CORRUGATED PLASTIC PIPE AND FITTINGS, line 24,** replace “AASHTO M 294 for heavy duty tubing” with “Article 1032-7 and AASHTO M 252”.

**Page 10-68, Subarticle 1046-3(D) Offset Blocks, lines 30-32,** delete “Before beginning the installation of recycled offset block, submit the FHWA acceptance letter for each type of block to the Engineer for approval.”

**Page 10-69, Subarticle 1046-3(D) Offset Blocks, before line 1,** replace “WIRE DIAMETER” with “COMPOSITE OFFSET BLOCKS” as the title of Table 1046-1, delete “Testing” property and associated requirement from Table 1046-1, and replace “Approval” requirement of “Approved for use by the FHWA” with “Approved for use on the NCDOT APL” in Table 1046-1.

**Page 10-80, Article 1060-2 FERTILIZER, line 18,** replace “North Carolina Fertilizer Law” with “North Carolina Commercial Fertilizer Law”.

**Page 10-83, Article 1060-9 WATER, line 9,** replace “15 NCAC 2B.0200” with “15A NCAC 02B.0200”.

**Page 10-86, Article 1070-3 COLD DRAWN STEEL WIRE AND WIRE REINFORCEMENT, lines 23 and 25,** replace “M 32” and “M 55” with “M 336”.

**Page 10-87, Article 1070-6 DOWELS AND TIE BARS FOR PORTLAND CEMENT CONCRETE PAVEMENT, line 17,** replace “AASHTO M 32” with “AASHTO M 336”.

**Page 10-88, Subarticle 1070-7(D) Handling, Storage and Transportation, line 40,** replace “Section” with “Subarticle”.

**Page 10-89, Article 1070-8 SPIRAL COLUMN REINFORCING STEEL, line 21,** replace “AASHTO M 32” with “AASHTO M 336”.



**Page 10-91, Article 1072-3 BEARING PLATE ASSEMBLIES, line 44,** replace “Article 1080-9” with “Article 1080-7”.

**Page 10-92, Subarticle 1072-5(A) General, after line 30,** replace “SAMPLING REQUIREMENTS FOR HIGH STRENGTH BOLTS, NUTS AND WASHERS” with “SAMPLING REQUIREMENTS FOR HIGH STRENGTH BOLTS, NUTS AND WASHERS TO INCLUDE DIRECT TENSION INDICATORS” as the title of Table 1072-1.

**Page 10-95, Subarticle 1072-5(D)(7)(a) Mill Test Report(s), line 18,** replace title with “Mill Test Report(s) (MTR)”.

**Page 10-95, Subarticle 1072-5(D)(7)(b) Manufacturer Certified Test Report(s), line 24,** replace title with “Manufacturer Certified Test Report(s) (MCTR)”.

**Page 10-96, Subarticle 1072-5(D)(7)(c) Distributor Certified Test Report(s), line 1,** replace title with “Distributor Certified Test Report(s) (DCTR)”.

**Page 10-98, Subarticle 1072-5(F) Galvanized High Strength Bolts, Nuts and Washers, line 11,** replace “Article 1080-9” with “Article 1080-7”.

**Page 10-98, Subarticle 1072-5(F) Galvanized High Strength Bolts, Nuts and Washers, line 11,** replace “Article 1080-9” with “Article 1080-7”.

**Page 10-111, Subarticle 1072-18(B) General, line 24,** replace “Structural Welding Code- Reinforcing Steel” with “Structural Welding Code- Steel Reinforcing Bars”.

**Page 10-117, Article 1074-1 WELDING, lines 21-22,** replace “Structural Welding Code- Reinforcing Steel” with “Structural Welding Code- Steel Reinforcing Bars”.

**Page 10-119, Article 1074-7(B) Gray Iron Castings, line 16,** replace “M306” with “AASHTO M 306”.

**Page 10-121, Article 1076-7, REPAIR OF GALVANIZING, line 8,** replace Article number “1080-9” with “1080-7”.

**Page 10-125, Subarticle 1077-5(B) Testing, line 31,** replace “T 23” with “R 100”.

**Page 10-131, Subarticle 1078-4(A) Composition and Design, after line 23, in Table 1078-2** replace “T 23” with “R 100”.

**Page 10-135, Subarticle 1078-4(J)(2) Mixing Time for Central Mixed Concrete, line 46,** replace “Table 1078-2” with “Table 1078-3”.

**Page 10-136, Subarticle 1078-4(J)(2) Mixing Time for Central Mixed Concrete, after line 17, in Table 1078-3,** replace “T23” with “R100”.

**Page 10-153, Subarticle 1079-1 PREFORMED BEARING PADS, line 8,** replace “MIL-C882-D” with “MIL-C-882-E”.

**Page 10-154, Subarticle 1079-2(A) General, line 6,** delete “and 1079-2(E)”.

**Page 10-156, Article 1080-5 SELF-CURING INORGANIC ZINC PAINT, line 8,** replace “AASHTO M 252” with “AASHTO M 300”.

**Page 10-156, Article 1080-5 SELF-CURING INORGANIC ZINC PAINT, line 20,** replace “AASHTO M 253” with “AASHTO M 300”.

**Page 10-156, Subarticle 1080-9(A) Composition, line 40,** replace “Tables 1080-7 through 1080-14” with “Tables 1080-1 through 1080-3”.

**Page 10-157, Subarticle 1080-9(B) Properties, line 5,** replace “Tables 1080-7 through 1080-14” with “Tables 1080-1 through 1080-3”.

**Page 10-157, Subarticle 1080-9(B) Properties, line 35,** replace “Materials and Tests Standards CLS-P-1.0” with “*Structural Steel Shop Coatings Program*”.

**Page 10-159, Subarticle 1080-9(E) Color Variation, Table 1080-1,** replace “ASTM D1159” with “ASTM D1199”.

**Page 10-159, Subarticle 1080-9(E) Color Variation, Table 1080-1,** replace “NCDOT M&T P-10” with “ASTM D6280”.

**Page 10-161, Subarticle 1080-9(E) Color Variation, Table 1080-3,** replace “ASTM D13278” with “ASTM D3278”.

**Page 10-161, Subarticle 1080-9(E) Color Variation, Table 1080-3,** replace “NCDOT M&T CLS-P-1.0” with “*Structural Steel Shop Coatings Program*”.

**Page 10-161, Subarticle 1080-9(E) Color Variation, Table 1080-3,** add Test Method “ASTM D4400” for the Leneta Sag Test Property in Table 1080-3.

**Page 10-161, Subarticle 1080-9(E) Color Variation, Table 1080-3,** add Test Method “ASTM D523” for the Gloss, Specular @ 60 degrees Property in Table 1080-3.

**Page 10-161, Subarticle 1080-9(E) Color Variation, Table 1080-3,** replace Test Method “ASTM” with “ASTM E70” for the pH Property in Table 1080-3.

**Page 10-162, Article 1080-50 PAINT FOR VERTICAL MARKERS, line 1,** replace Article number “1080-50” with “1080-10”.

**Page 10-162, Article 1080-61 EPOXY RESIN FOR REINFORCING STEEL, line 5,** replace Article number “1080-61” with “1080-11”.

**Page 10-162, Article 1080-72 ABRASIVE MATERIALS FOR BLAST CLEANING STEEL, line 22,** replace Article number “1080-72” with “1080-12”.

**Page 10-163, Article 1080-83 FIELD PERFORMANCE AND SERVICES, line 25,** replace Article number “1080-83” with “1080-13”.

**Page 10-166, Subarticle 1081-1(E) Prequalification, line 24,** replace “Value Management Unit” with “Product Evaluation Program”.

**Page 10-168, Subarticle 1081-3(A) Physical Requirements, after line 25,** replace “Subarticle 1081-4(B)” with “Subarticle 1081-3(B)” in Table 1081-2.

**Page 10-168, Subarticle 1087-2(A) Paint Composition, lines 19-20,** replace “Federal Specification TTP 1952F” with “Federal Specification TT-P-1952”.

**Page 10-200, Subarticle 1090-1(C) Anchor Bolts, line 38,** replace ASTM number “A325” with “F3125”.

**Page 10-202, Subarticle 1091-3(F) Solid Wall HDPE Conduit, line 5,** replace “, Table 1091-1, 1091-2 and 1091-3” with “and Table 1091-1”.

**Page 10-208, Subarticle 1094-1(A) Breakaway or Simple Steel Beam Sign Supports, line 19,** replace ASTM number “A325” with “F3125”.

**Page 10-209, Subarticle 1094-1(D) Steel Square Tube Posts, line 10,** replace ASTM number “A123” with “A653”.

**Page 10-209, Subarticle 1094-1(E) Wood Supports, line 17,** replace “Article 1082-2 and 1082-3” with “Section 1082”.

**Page 10-212, Subarticle 1098-1(H) Electrical Service, line 21,** replace “NEMA Type 3R” with “NEMA 3R”.

**Page 10-212, Subarticle 1098-1(H) Electrical Service, line 36,** replace “UL Standard 231” with “UL Standard UL-231”.

**Page 10-212, Subarticle 1098-1(H) Electrical Service, line 37,** replace “UL Standard 67” with “UL Standard UL-67”.

**Page 10-224, Subarticle 1098-14(H)(1) Type I – Pedestrian Pushbutton Post, line 3,** replace ASTM number “325” with “F3125”.

**Page 10-224, Article 1098-16 CABINET BASE ADAPTER/EXTENDER, line 33,** replace Section number “6.7” with “6.8”.

#### **Division 14**

**Page 14-11, Subarticle 1401-2(B) Lowering Device, line 36,** replace Military Specification “MIL-W-83420E” with “MIL-DTL-83420”.

**Page 14-22, Article 1412-2 MATERIALS, line 29,** replace UL Standard “1572” with “1598”.

#### **Division 15**

**Page 15-6, Subarticle 1510-3(B) Testing and Sterilization, line 40,** replace Section number “4.4.3” with “4.4”.

**Page 15-14, Article 1525-2 MATERIALS, line 9,** replace “AASHTO M 198” with “ASTM C990”.

**Page 15-14, Article 1525-2 MATERIALS, lines 17-18,** delete “in the Grout Production and Delivery provision”.

**Page 15-19, Article 1550-2 MATERIALS, line 16,** replace “*AASHTO LRFD Bridge Design Specifications*” with “*AASHTO LRFD Bridge Construction Specifications*”.

#### **Division 17**

**Page 17-15, Subarticle 1715-3(E) Bore and Jack, line 5,** replace article number “1540-4” with “1550-4”.

**Page 17-15, Subarticle 1715-3(E) Bore and Jack, lines 10 & 11,** replace “*NCDOT Policies and Procedures for Accommodating Utilities on Highway Rights of Way*” with “*NCDOT Utilities Accommodations Manual*”.

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

(6-28-77) (Rev 5-2-18)

Z-6

Revise the 2018 *Standard Specifications for Roads and Structures* as follows:

Replace Subarticle 103-4(B) with the following:

The North Carolina Department of Transportation is committed to carrying out the U.S. Department of Transportation's policy of ensuring nondiscrimination in the award and administration of contracts.

The provisions of this section related to United States Department of Transportation (US DOT) Order 1050.2A, Title 49 Code of Federal Regulations (CFR) part 21, 23 United States Code (U.S.C.) 140 and 23 CFR part 200 (or 49 CFR 303, 49 U.S.C. 5332 or 49 U.S.C. 47123) are applicable to all North Carolina Department of Transportation (NCDOT) contracts and to all related subcontracts, material supply, engineering, architectural and other service contracts, regardless of dollar amount. Any Federal provision that is specifically required not specifically set forth is hereby incorporated by reference.

**(1) Title VI Assurances (USDOT Order 1050.2A, Appendix A)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**(a) Compliance with Regulations**

The contractor (hereinafter includes consultants) shall comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**(b) Nondiscrimination**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**(c) Solicitations for Subcontractors, Including Procurements of Materials and Equipment**

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

(d) Information and Reports

The contractor shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor shall so certify to the Recipient or the FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance:

In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it and / or the FHWA may determine to be appropriate, including, but not limited to:

- (i) Withholding payments to the contractor under the contract until the contractor complies; and / or
- (ii) Cancelling, terminating, or suspending a contract, in whole or in part.

(f) Incorporation of Provisions

The contractor shall include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**(2) Title VI Nondiscrimination Program (23 CFR 200.5(p))**

The North Carolina Department of Transportation (NCDOT) has assured the USDOT that, as a condition to receiving federal financial assistance, NCDOT will comply with Title VI of the Civil Rights Act of 1964 and all requirements imposed by Title 49 CFR Part 21 and related nondiscrimination authorities to ensure that no person shall, on the ground of race, color, national origin, limited English proficiency, sex, age, or disability (including religion / creed or income-level, where applicable), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any programs, activities, or services conducted or funded by NCDOT. Contractors and other organizations under contract or agreement with NCDOT must also comply with Title VI and related authorities, therefore:

- (a) During the performance of this contract or agreement, contractors (e.g. subcontractors, consultants, vendors, prime contractors) shall be responsible for

complying with NCDOT's Title VI Program. Contractors are not required to prepare or submit Title VI Programs. To comply with this section, the prime contractor shall:

1. Post NCDOT's Notice of Nondiscrimination and the Contractor's own Equal Employment Opportunity (EEO) Policy in conspicuous locations accessible to all employees, applicants and subcontractors on the jobsite.
2. Physically incorporate the required Title VI clauses into all subcontracts on federally-assisted and state-funded NCDOT projects, and ensure inclusion by subcontractors into all lower-tier subcontracts.
3. Required Solicitation Language. The Contractor shall include the following notification in all solicitations for bids and requests for work or material, regardless of funding source:

“The North Carolina Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. In accordance with other related nondiscrimination authorities, bidders and contractors will also not be discriminated against on the grounds of sex, age, disability, low-income level, creed / religion, or limited English proficiency in consideration for an award.”

4. Physically incorporate the FHWA-1273, in its entirety, into all subcontracts and subsequent lower tier subcontracts on Federal-aid highway construction contracts only.
  5. Provide language assistance services (i.e., written translation and oral interpretation), free of charge, to LEP employees and applicants. Contact NCDOT OCR for further assistance, if needed.
  6. For assistance with these Title VI requirements, contact the NCDOT Title VI Nondiscrimination Program at 1-800-522-0453.
- (b) Subrecipients (e.g. cities, counties, LGAs, planning organizations) may be required to prepare and submit a Title VI Plan to NCDOT, including Title VI Assurances and / or agreements. Subrecipients must also ensure compliance by their contractors and subrecipients with Title VI. (23 CFR 200.9(b)(7))
- (c) If reviewed or investigated by NCDOT, the contractor or subrecipient agrees to take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed 90 calendar days, unless additional time is granted by NCDOT. (23 CFR 200.9(b)(15))

- (d) The Contractor shall be responsible for notifying subcontractors of NCDOT's External Discrimination Complaints Process.

1. Applicability

Title VI and related laws protect participants and beneficiaries (e.g., members of the public and contractors) from discrimination by NCDOT employees, subrecipients and contractors, regardless of funding source.

2. Eligibility

Any person, or class of persons, who believes he / she has been subjected to discrimination based on race, color, national origin, Limited English Proficiency (LEP), sex, age, or disability (and religion in the context of employment, aviation, or transit) may file a written complaint. The law also prohibits intimidation or retaliation of any sort.

3. Time Limits and Filing Options

Complaints may be filed by the affected individual(s) or a representative and must be filed no later than 180 calendar days after the following:

- (i) The date of the alleged act of discrimination; or
- (ii) The date when the person(s) became aware of the alleged discrimination; or
- (iii) Where there has been a continuing course of conduct, the date on which that conduct was discontinued or the latest instance of the conduct.

Title VI and related discrimination complaints may be submitted to the following entities:

- North Carolina Department of Transportation, Office of Civil Rights, Title VI Program, 1511 Mail Service Center, Raleigh, NC 27699-1511; toll free 1-800-522-0453
- Federal Highway Administration, North Carolina Division Office, 310 New Bern Avenue, Suite 410, Raleigh, NC 27601; 919-747-7010
- US Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Programs Division, 1200 New Jersey Avenue, SE, Washington, DC 20590; 202-366-4070

4. Format for Complaints

Complaints must be in writing and signed by the complainant(s) or a representative, and include the complainant's name, address, and telephone number. Complaints received by fax or e-mail will be acknowledged and processed. Allegations received by telephone will be reduced to writing and provided to the complainant for confirmation or revision before processing. Complaints will be accepted in other languages, including Braille.



5. Discrimination Complaint Form

Contact NCDOT Civil Rights to receive a full copy of the Discrimination Complaint Form and procedures.

6. Complaint Basis

Allegations must be based on issues involving race, color, national origin (LEP), sex, age, disability, or religion (in the context of employment, aviation or transit). “Basis” refers to the complainant’s membership in a protected group category.

**TABLE 103-1**  
**COMPLAINT BASIS**

Protected Categories	Definition	Examples	Applicable Nondiscrimination Authorities
Race and Ethnicity	An individual belonging to one of the accepted racial groups; or the perception, based usually on physical characteristics that a person is a member of a racial group	Black / African American, Hispanic / Latino, Asian, American Indian / Alaska Native, Native Hawaiian / Pacific Islander, White	Title VI of the Civil Rights Act of 1964; 49 CFR Part 21; 23 CFR 200; 49 U.S.C. 5332(b); 49 U.S.C. 47123. (Executive Order 13166)
Color	Color of skin, including shade of skin within a racial group	Black, White, Brown, Yellow, etc.	
National Origin ( <i>Limited English Proficiency</i> )	Place of birth. Citizenship is not a factor. ( <i>Discrimination based on language or a person's accent is also covered</i> )	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) ( <i>Religion / Creed in all aspects of any aviation or transit-related construction</i> )	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note:</i> Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. (49 U.S.C. 5332(b); 49 U.S.C. 47123)

**(3) Pertinent Nondiscrimination Authorities**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
- (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
- (c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex)
- (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27
- (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age)
- (f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex)
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not)
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations

- (k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
- (l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)
- (m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

**(4) Additional Title VI Assurances**

*\*\*The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

**(a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)**

The following clauses shall be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4.

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the North Carolina Department of Transportation (NCDOT) will accept title to the lands and maintain the project constructed thereon in accordance with the North Carolina General Assembly, the Regulations for the Administration of the Federal-Aid Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the NCDOT all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

TO HAVE AND TO HOLD said lands and interests therein unto the North Carolina Department of Transportation (NCDOT) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the NCDOT, its successors and assigns.

The NCDOT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the NCDOT will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

(b) Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program (1050.2A, Appendix C)

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself / herself, his / her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - (i.) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. \*
3. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

(c) Clauses for Construction / Use / Access to Real Property Acquired Under the Activity, Facility or Program (1050.2A, Appendix D)

The following clauses shall be included in deeds, licenses, permits, or similar instruments / agreements entered into by the North Carolina Department of Transportation (NCDOT) pursuant to the provisions of Assurance 7(b):

1. The (grantee, licensee, permittee, etc., as appropriate) for himself / herself, his / her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. \*
3. With respect to deeds, in the event of breach of any of the above Nondiscrimination covenants, the NCDOT will there upon revert to and vest in and become the absolute property of the NCDOT and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**\*\*\* STANDARD SPECIAL PROVISIONS \*\*\*****MINORITY AND FEMALE EMPLOYMENT REQUIREMENTS**

(12-18-07)

Z-7

**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (*EXECUTIVE NUMBER 11246*)**

1. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, see as shown on the attached sheet entitled "Employment Goals for Minority and Female Participation".

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in *41 CFR Part 60-4* shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in *41 CFR 60-4.3(a)*, and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project or the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the executive Order and the regulations in *41 CFR Part 60-4*. Compliance with the goals will be measured against the total work hours performed.

2. As used in this Notice and in the contract resulting from this solicitation, the "covered area" is the county or counties shown on the cover sheet of the proposal form and contract.

**EMPLOYMENT GOALS FOR MINORITY  
AND FEMALE PARTICIPATION**

**Economic Areas**

**Area 023 29.7%**

Bertie County  
Camden County  
Chowan County  
Gates County  
Hertford County  
Pasquotank County  
Perquimans County

**Area 024 31.7%**

Beaufort County  
Carteret County  
Craven County  
Dare County  
Edgecombe County  
Green County  
Halifax County  
Hyde County  
Jones County  
Lenoir County  
Martin County  
Nash County  
Northampton County  
Pamlico County  
Pitt County  
Tyrrell County  
Washington County  
Wayne County  
Wilson County

**Area 025 23.5%**

Columbus County  
Duplin County  
Onslow County  
Pender County

**Area 026 33.5%**

Bladen County  
Hoke County  
Richmond County  
Robeson County  
Sampson County  
Scotland County

**Area 027 24.7%**

Chatham County  
Franklin County  
Granville County  
Harnett County  
Johnston County  
Lee County  
Person County  
Vance County  
Warren County

**Area 028 15.5%**

Alleghany County  
Ashe County  
Caswell County  
Davie County  
Montgomery County  
Moore County  
Rockingham County  
Surry County  
Watauga County  
Wilkes County

**Area 029 15.7%**

Alexander County  
Anson County  
Burke County  
Cabarrus County  
Caldwell County  
Catawba County  
Cleveland County  
Iredell County  
Lincoln County  
Polk County  
Rowan County  
Rutherford County  
Stanly County

**Area 0480 8.5%**

Buncombe County  
Madison County

**Area 030 6.3%**

Avery County  
Cherokee County  
Clay County  
Graham County  
Haywood County  
Henderson County  
Jackson County  
McDowell County  
Macon County  
Mitchell County  
Swain County  
Transylvania County  
Yancey County



**SMSA Areas****Area 5720 26.6%**

Currituck County

**Area 9200 20.7%**

Brunswick County

New Hanover County

**Area 2560 24.2%**

Cumberland County

**Area 6640 22.8%**

Durham County

Orange County

Wake County

**Area 1300 16.2%**

Alamance County

**Area 3120 16.4%**

Davidson County

Forsyth County

Guilford County

Randolph County

Stokes County

Yadkin County

**Area 1520 18.3%**

Gaston County

Mecklenburg County

Union County

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**Goals for Female****Participation in Each Trade**

(Statewide) 6.9%

## **STANDARD SPECIAL PROVISION**

### **REQUIRED CONTRACT PROVISIONS FEDERAL - AID CONSTRUCTION CONTRACTS**

FHWA - 1273 - Revised July 5, 2022

Z-8

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels

#### **ATTACHMENTS**

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### **I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid Design-Build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The Design-Builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or Request for Proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following Sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension/debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

#### **II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

The provisions of this Section related to 23 CFR Part 230, Subpart A, Appendix A, are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230 and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230 and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

#### 1. **Equal Employment Opportunity**

Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

#### 2. **EEO Officer**

The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

#### 3. **Dissemination of Policy**

All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

#### 4. **Recruitment**

When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where

implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

#### 5. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### 6. Training and Promotion

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (e.g., apprenticeship, and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this paragraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

#### 7. Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants/Employees with Disabilities**

The contractor must be familiar with the requirements for, and comply with, the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors, suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurances Required**

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
  - (1) Withholding monthly progress payments;
  - (2) Assessing sanctions;
  - (3) Liquidated damages; and/or
  - (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports**

The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
  - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

**III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This Section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway

that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101.

Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

**1. Minimum wages (29 CFR 5.5)**

- a. All laborers and mechanics 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 issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this Section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics 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 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this Section) and the Davis-Bacon poster (WH-1321) 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.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification, wage rate and fringe benefits, therefore, only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this Section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, 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.

**2. Withholding (29 CFR 5.5)**

The contracting agency shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor 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, so 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 contracting agency 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.

**3. Payrolls and basic records (29 CFR 5.5)**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this Section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i), and that such information is correct and complete;
  - (ii) That each 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 29 CFR Part 3; and
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) 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 3.b.(2) of this Section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this Section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the U.S. Department of Labor, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**4. Apprentices and trainees (29 CFR 5.5)**

- a. Apprentices (programs of the USDOL)

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 U.S. Department of Labor, Employment and Training

Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen 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 worker 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 on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under 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 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's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

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 journeymen 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 determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL)

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 U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman 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 wage rate on the wage determination which provides for less than full fringe benefits for apprentices. 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.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor 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. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

d. Apprentices and Trainees (programs of the U.S. DOT)

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. **Compliance with Copeland Act requirements**

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. **Subcontracts**

The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.



**7. Contract termination**

Debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor, as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3 and 5 are herein incorporated by reference in this contract, as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards**

As provided in 29 CFR 5.5 disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U. S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility (29 CFR 5.5)**

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3.(a). of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages**

In the event of any violation of the clause set forth in paragraph 1 of this Section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1. of this Section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this Section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the U.S. Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**3. Withholding for unpaid wages and liquidated damages**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys 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 2. of this Section. 29 CFR 5.5.

**4. Subcontracts**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1. through 4. of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 4. of this Section. 29 CFR 5.5.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" in paragraph 1. of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
    - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
    - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.
2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph 1. of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract (based on longstanding interpretation of 23 CFR 635.116).
5. The 30 percent self-performance requirement of paragraph 1. is not applicable to Design-Build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

**VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, Design-Build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more, as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification - First Tier Participants**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees, by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency entering into this transaction. 2 CFR 180.330.

- g. The prospective first tier participant further agrees, by submitting this proposal, that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the Department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.200 and 180.300.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300, 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;
  - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph a.(2) of this certification, 2 CFR 180.700 and 180.800; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).
  - (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
  - (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## 3. Instructions for Certification - Lower Tier Participants

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 - 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers

to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330 and 180.335.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Participants**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
  - (a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
  - (b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
  - (c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements).
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.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000, and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES - FLAG VESSELS**

This provision is applicable to all Federal-aid construction contracts, Design-Build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States - flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States - flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1. of this Section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

## **ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this paragraph 1.c. shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in paragraph 4. below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of paragraph 1.c. above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**STANDARD SPECIAL PROVISION**  
**MINIMUM WAGES**  
**GENERAL DECISION NC20230090 01/06/2023 NC90**

Z-090

Date: January 6, 2023

General Decision Number: NC20230090 01/06/2023 NC90

Superseded General Decision Numbers: NC20220090

State: North Carolina

Construction Type: HIGHWAY

**COUNTIES**

Brunswick	Greene	Onslow
Cumberland	Hoke	Pender
Currituck	Johnston	Pitt
Edgecombe	Nash	Wake
Franklin	New Hanover	Wayne

**HIGHWAY CONSTRUCTION PROJECTS** (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<p>Executive Order 14026 generally applies to the contract.</p> <p>The Design-Build Team must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<p>Executive Order 13658 generally applies to the contract.</p> <p>The Design-Build Team must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</p>

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

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

**Modification Number**

0

**Publication Date**

01/06/2023

SUNC2014-005 11/17/2014

	<b>Rates</b>	<b>Fringes</b>
<b>BLASTER</b>	21.04	
<b>CARPENTER</b>	13.72 **	
<b>CEMENT MASON/CONCRETE FINISHER</b>	14.48 **	
<b>ELECTRICIAN</b>		
Electrician	17.97	
Telecommunications Technician	16.79	.63
<b>IRONWORKER</b>	16.02 **	
<b>LABORER</b>		
Asphalt Raker and Spreader	12.46 **	
Asphalt Screed/Jackman	14.33 **	
Carpenter Tender	12.88 **	
Cement Mason/Concrete Finisher Tender	12.54 **	
Common or General	10.20 **	
Guardrail/Fence Installer	12.87 **	
Pipelaye	12.17 **	
Traffic Signal/Lighting Installer	14.89 **	
<b>PAINTER</b>		
Bridge	24.57	
<b>POWER EQUIPMENT OPERATORS</b>		
Asphalt Broom Tractor	11.85 **	
Bulldozer Fine	17.04	
Bulldozer Rough	14.34 **	
Concrete Grinder/Groover	20.34	2.30
Crane Boom Trucks	20.54	
Crane Other	20.08	
Crane Rough/All-Terrain	20.67	
Drill Operator Rock	14.38 **	
Drill Operator Structure	21.14	
Excavator Fine	16.60	
Excavator Rough	14.00 **	
Grader/Blade Fine	18.47	
Grader/Blade Rough	14.62 **	
Loader 2 Cubic Yards or Less	13.76 **	
Loader Greater Than 2 Cubic Yards	14.14 **	
Material Transfer Vehicle (Shuttle Buggy)	15.18 **	
Mechanic	17.55	



	<b>Rates</b>	<b>Fringes</b>
Milling Machine	15.36 **	
Off-Road Hauler/Water Tanker	11.36 **	
Oiler/Greaser	13.55 **	
Pavement Marking Equipment	12.11 **	
Paver Asphalt	15.59 **	
Paver Concrete	18.20	
Roller Asphalt Breakdown	12.45 **	
Roller Asphalt Finish	13.85 **	
Roller Other	11.36 **	
Scraper Finish	12.71 **	
Scraper Rough	11.35 **	
Slip Form Machine	16.50	
Tack Truck/Distributor Operator	14.52 **	
<b>TRUCK DRIVER</b>		
GVWR of 26,000 Pounds or Less	11.12 **	
GVWR of 26,001 Pounds or Greater	12.37 **	

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

\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

**Union Rate Identifiers**

A four-letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

**Survey Rate Identifiers**

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

**Union Average Rate Identifiers**

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

**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 National Office because National Office has responsibility for the David-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 \*\*\***

(10-23-17) (Rev. 10-28-22)

**DIVISION ONE OF STANDARD SPECIFICATIONS**

**Division One of the 2018 NCDOT *Standard Specifications for Roads and Structures (Standard Specifications)* shall apply except as follows:**

**Definitions:** Throughout Division One of the 2018 *Standard Specifications for Roads and Structures*, the term “Contractor” is replaced with “Design-Build Team”, the term “Bidder” is replaced with “Proposer,” the term “Bid” is replaced with “Price Proposal,” and the phrase “lowest Responsible Bidder” is replaced with “responsible Proposer with the lowest adjusted price.” Throughout Article 102-2, the term “State Contractual Services Engineer” is replaced with “State Prequalifications Engineer”. The replacement of “Contractor” with “Design-Build Team” does not apply to Article 102-2. The replacement of the above terms also does not apply when the terms are part of a phrase (e.g. bid bond, prime contractor, total amount bid, etc.)

**Deletions:** Articles/Subarticles 102-3(B), 102-4, 102-8(B), 102-9(C)(2), 103-2(B), and 103-4(C), and 104-5 of the 2018 *Standard Specifications for Roads and Structures* are deleted from Design-Build Contracts.

**Modifications:** The remainder of this Standard Special Provision includes modifications to Division One of the 2018 *Standard Specifications for Roads and Structures*.

**SECTION 101  
DEFINITION OF TERMS**

**Page 1-3, Article 101-3, replace and add certain definitions as follows:**

**ADDITIONAL WORK**

Additional work is that which results from a change or alteration to the contract and for which there are contract unit prices in the original contract or an executed supplemental agreement.

**ADVERTISEMENT**

The public advertisement inviting Statements of Qualifications for the design and construction of specific projects.

**AWARD**

The decision of the Department of Transportation to accept the Technical and Price Proposals of the selected Design-Build Team for work which is subject to the furnishing of payment and performance bonds, and such other conditions as may be otherwise provided by law, the Request for Proposals, and the 2018 *Standard Specifications for Roads and Structures*.

**CONTRACT**

The executed agreement between the Department and the successful Proposer, covering the performance of, and compensation for, the work. The term contract is all inclusive with reference to all written agreements affecting a contractual relationship and all documents referred to therein. The contract shall include, but not be limited to, the Request for Proposals, the Technical Proposal, the Price Proposal, the printed contract form and attachments, contract bonds, plans and associated special provisions prepared by the Design-Build Team, standard specifications and supplemental specifications, standard special provisions and project special provisions contained in the Request for Proposals or as developed by the Design-Build Team and accepted by the Department, and all executed supplemental agreements. The contract shall constitute one instrument.

**DATE OF AVAILABILITY**

That date, established as set forth in the Request for Proposals, by which it is anticipated that the Contract will be executed and sufficient design efforts or work sites within the project limits will be available for the Design-Build Team to begin the controlling operations or design.

**DESIGN-BUILD**

A form of contracting in which the successful Proposer undertakes responsibility for both the design and construction of a project.

**DESIGN-BUILD TEAM**

An individual, partnership, joint venture, corporation or other legal entity that furnishes the necessary design and construction services, whether by itself or through subcontracts.

**DESIGN-BUILD PROPOSAL**

A proposal to contract consisting of a separately sealed Technical Proposal and a separately sealed Price Proposal submitted in response to a Request for Proposals on a Design-Build project.

**PLANS**

The project plans, Standard Drawings, working drawings and supplemental drawings, or reproductions thereof, accepted by the Engineer, which show the location, character, dimensions and details of the work to be performed. Unless noted otherwise within the Request for Proposals, the term “plans” refers to plans as developed by the Design-Build Team and accepted by the Department.

(A) Standard Drawings

Drawings approved for repetitive use, showing details to be used where appropriate. All Standard Drawings approved by the Department plus subsequent revisions and additions. Standard Drawings are available for purchase from:

State Contract Officer  
1591 Mail Service Center  
Raleigh, NC 27699-1591

(B) Preliminary Plans

Department-furnished drawings distributed in concert with a Request for Proposals, or as developed by the Design-Build Team.

(C) Project Plans

Construction drawings prepared, sealed and completed by the Design-Build Team, or as provided by the Department, that contain specific details and dimensions peculiar to the work.

(D) Working Drawings and Supplemental Drawings

Supplemental design sheets, shop drawings, or similar data which the Design-Build Team is required to submit to the Engineer.

(E) As-Constructed Drawings

Red-lined mark-up of the latest Released for Construction (RFC) Plans containing the information listed under As-Constructed Plans in the Records and Reports Section of the NCDOT Construction Manual.

(F) As-Built Plans

Coordinately correct plans documenting the details, dimensions and locations of the completed work.

**PRICE PROPOSAL**

The offer of a Proposer, submitted on the prescribed forms, to perform the work and furnish the labor and materials at the price quoted.

**PROJECT SCHEDULE**

The Critical Path Model employed by the Design-Build Team to guide their work and subject to review by the Department.

**PROPOSER**

An individual, partnership, firm, corporation, LLC, or joint venture formally submitting a Technical Proposal and Price Proposal in response to a Request for Proposals.

**REQUEST FOR PROPOSALS**

The paper document provided by the Department that the Proposer uses to develop his paper offer to perform the work at designated bid prices.

**RIGHT OF WAY**

The land area shown on the plans as right of way within which the project is to be constructed.

**SCHEDULE OF VALUES**

A schedule of work items necessary to complete work, along with the progress of each work item, primarily for the purpose of partial payments.

**TABLE OF QUANTITIES**

A listing of work items (corresponding to the items in the Trns\*port pay item list) that contributes to a project completion. The table shall include estimated quantities for each work item.

**TECHNICAL PROPOSAL**

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

## **SECTION 102 PROPOSAL REQUIREMENTS AND CONDITIONS**

**Page 1-9, delete Article 102-1 and replace with the following:**

**102-1 INVITATION TO BID**

After the advertisement has been made, an Invitation to Bid will be made available to known prequalified contractors and any other contracting firms, material suppliers and other interested parties who have requested they be placed on the Invitation to Bid mailing list, informing them that Statements of Qualifications and Design-Build Proposals will be received for the design and construction of specific projects. Such invitation will indicate the contract identification number, length, locations and descriptions; a general summary of the scope of work to be performed; and information on how to receive a Request for Qualifications.

All projects will be advertised in daily newspapers throughout the state before the Price Proposal opening.

**Page 1-9, Subarticle 102-2(A)(1) Bidder Prequalification, delete the first sentence and replace with the following:**

Applicant shall submit a completed Department Prequalification Application and *Bidder Experience Questionnaire*, along with any additional supporting information requested by the Department, as noted in the application and experience questionnaire package.

**Page 1-10, Subarticle 102-2(B) Purchase Order Bidder Prequalification, delete the title and first paragraph and replace with the following:**

**(B) Purchase Order (PO) Prime Contractor Prequalification**

Contractors who have been approved to be placed on the Prequalified Bidders' List as noted above may perform work for the Department as a Purchase Order (PO) Prime Contractor and need not apply further. However, Purchase Order (PO) Prime Contractors will not be placed on the Prequalified Bidders' List unless they submit through the prequalification process described above.

**Page 1-10, Subarticle 102-2(B)(1) Purchase Order Bidder Prequalification, lines 40-42, delete and replace the first sentence with the following:**

Applicant shall submit a completed Department Prequalification Application along with any additional supporting information requested by the Department, as noted in the application.

**Page 1-11, Subarticle 102-2(C) Subcontractor Prequalification, delete the first paragraph and replace with the following:**

Contractors who have been approved to be placed on the Prequalified Bidders' List or the Purchase Order (PO) Prime Contractor's List as noted above may perform work for the Department as a subcontractor and need not apply further. However, subcontractors will not be placed on the Prequalified List or the Purchase Order (PO) Prime Contractor's List unless they submit through the prequalification process described above.

**Page 1-11, Subarticle 102-2(C)(1) Subcontractor Prequalification, delete the first sentence and replace with the following:**

Applicant shall submit a completed Department Prequalification Application along with any additional supporting information requested by the Department, as noted in the application.



**Page 1-12, delete Article 102-3 and replace with the following:**

**102-3                    CONTENTS OF REQUEST FOR PROPOSALS**

A Request for Proposals will be furnished by the Department to the selected Proposers from among the respondents to the Request for Qualifications. Each Request for Proposals will be marked on the front cover by the Department with an identifier of the Proposer to whom it is being furnished. This Request for Proposals will state the location of the project and will show a schedule of contract items for which Technical and Price Proposals are invited. It will set forth the dates and times Technical and Price Proposals are to be submitted and when the Price Proposals will be opened. The Request for Proposals will also include special provisions or requirements that vary from or are not contained in any preliminary design information or standard specifications.

The Request for Proposals will also include the printed contract forms and signature sheets for execution by both parties to the contract. In the event the Proposer is awarded the contract, execution of the Request for Proposals by the Proposer is considered the same as execution of the contract.

Standard specifications, sealed plans specifically identified as the Department's responsibility and other documents designated in the Request for Proposals shall be considered a part of the Request for Proposals whether or not they are attached thereto. All papers bound to the Request for Proposals are necessary parts thereof and shall not be detached, taken apart, or altered.

The names and identity of each prospective Proposer that receives a copy of the Request for Qualifications for the purposes of submitting a Statement of Qualifications shall be made public, except that a potential Proposer who obtains a Request for Qualifications may, at the time of ordering, request that his name remain confidential.

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

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

Details shown in the subsurface investigation report are preliminary only. The subsurface investigation and subsurface report, if provided, is done so for information purposes only.

**Pages 1-14, delete Article 102-8 and replace with the following:**

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

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

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

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

**Page 1-17, Article 102-10, 3<sup>rd</sup> paragraph, delete the fifth sentence and replace with the following:**

The condition of the bid bond or bid deposit is: the Principal shall not withdraw its bid within 240 days after the submittal of the same, and if the Department shall award a contract to the Principal, the Principal shall, within 14 calendar days after the written solicitation of said bonds is received by him, give payment and performance bonds with good and sufficient surety as required for the faithful performance of the contract and for the protection of all persons supplying labor and materials in the prosecution of the work.

**Page 1-18, Article 102-10, delete the end of the Article beginning with, and inclusive of, the 6<sup>th</sup> paragraph.**

**Pages 1-18, delete Article 102-12 and replace with the following:**

**102-12 WITHDRAWAL OR REVISION OF BIDS**

A Design-Build Team will not be permitted to withdraw its Technical Proposal and/or Price Proposal after they have been submitted to the Department, unless allowed under Article 103-3 or unless otherwise approved by the NCTA Chief Engineer.

**Page 1-19, delete Article 102-13 and replace with the following:**

**102-13 RECEIPT AND OPENING OF BIDS**

Price Proposals from short-listed Proposers will be opened and read publicly on the date and time indicated in the Request for Proposals. The Technical Scores of the previously conducted evaluation of the Technical Proposals will also be read publicly in accordance with the procedures outlined in the Request for Proposals. Proposers, their authorized agents, and other interested parties are invited to be present.

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

**102-14 REJECTION OF BIDS**

Any Price Proposal submitted which fails to comply with any of the requirements of Articles 102-8, 102-9 or 102-10, or with the requirements of the project scope and specifications shall be considered irregular and may be rejected. A Price Proposal that does not contain costs for all items in the Request for Proposals shall be considered irregular and may be rejected.

**SECTION 103  
AWARD AND EXECUTION OF CONTRACT**

**Page 1-21, delete Article 103-1 and replace with the following:**

**103-1 CONSIDERATION OF PRICE PROPOSALS**

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

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

The right is reserved to reject any or all Price Proposals, to waive technicalities, to request the Proposer with the lowest adjusted price to submit an up-to-date financial and operating statement,

to advertise for new Price Proposals, or to proceed to do the work otherwise, if in the judgment of the Department, the best interests of the State will be promoted thereby.

**Page 1-21, Subarticle 103-2(A), add items (6) and (7) as follows:**

**(6) Discrepancy in the "Total Amount Bid" and the addition of the "Amount Bid" for each line Item**

In the case of the Total Amount Bid does not equal the summation of each Amount Bid for the line items, the summation of each Amount Bid for the line items shall be deemed to be the correct Total Amount Bid for the entire project.

**(7) Omitted Total Amount Bid - Amount Bid Completed**

If the Total Amount Bid is not completed and the Amount Bid for all line items is completed the Total Amount Bid shall be the summation of the Amount Bid for all the line items.

**Page 1-23, Subarticle 103-3(C), replace all occurrences of "Chief Engineer" with "NCTA Chief Engineer."**

**Page 1-23, Subarticle 103-3(D), replace all occurrences of "Chief Engineer" with "NCTA Chief Engineer."**

**Page 1-23, Subarticle 103-4(A), first paragraph, replace the 3<sup>rd</sup> and 4<sup>th</sup> sentences with the following:**

Where award is to be made, the notice of award will be issued within 75 days after the submittal of Price Proposals, except with the consent of the responsible Proposer with the lowest adjusted price the decision to award the contract to such bidder may be delayed for as long a time as may be agreed upon by the Department and such Proposer. In the absence of such agreement, the Proposer may withdraw his Price Proposal at the expiration of the 75 days without penalty if no notice of award has been issued.

**Page 1-29, Article 103-6, delete the 1<sup>st</sup> and 2<sup>nd</sup> paragraphs and replace with the following:**

Checks that have been furnished as a bid deposit will be retained until after the contract bonds have been furnished by the successful Proposer, at which time the checks that were furnished as a bid deposit will be returned.

## **SECTION 104 SCOPE OF WORK**

**Page 1-30, 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 documents. In case the method of construction or character of any part of the work is not covered by the contract, this section shall apply. The Design-Build Team shall perform all work in accordance with the contract or as may be modified by written orders, and shall do such additional, extra, and incidental work as may be considered necessary to complete the work to the full intent of the contract. Unless otherwise provided elsewhere in the contract, the Design-Build Team shall furnish all implements, machinery, equipment, tools, materials, supplies, transportation, and labor necessary for the design, prosecution and completion of the work.

**Page 1-30, Article 104-3, replace “plans or details of construction” with “contract” in all instances within this Article.**

**Page 1-35, Article 104-8, add the following Subarticle to the end of this article:**

#### **(E) Coordination with CPM**

If the Design-Build Team requests additional compensation in accordance with Articles 104-3, 104-7, and this Article, a fragmentary logic diagram (fragnet) shall be prepared and submitted with such request. A fragnet is defined as the sequence of new activities that are proposed to be added to the current schedule to represent the alleged cost and potential time impact(s). The fragnet shall be developed with sufficient detail to clearly depict the alleged change to the current schedule of record.

The Design-Build Team shall prepare the fragnet depicting all activities and costs associated with the request for additional compensation. The fragnet shall identify all predecessor and successor activities, any changes in durations of existing activities and any activities added to or deleted from the current schedule or record as a direct result of the request for additional compensation.

If the request for additional compensation is agreeable to the NCTA, the NCTA will evaluate the provided fragnet within current schedule of record as follows:

- (1) The Design-Build Team shall provide the fragnet, supporting information and narrative describing how the fragnet is incorporated (predecessors and successors) into the schedule referenced below.
- (2) The Design-Build Team shall update the current schedule of record to the anticipated supplemental agreement execution date and provide this schedule to the NCTA for review.

- (3) The Design-Build Team shall provide a separate updated schedule, as defined in item 2 above, with the fragnet inserted.
- (4) The revised Scheduled Completion Date will be evaluated by the NCTA; and
- (5) If the associated time difference in the above Scheduled Completion Dates (items 2 and 3 above) results in a time extension, such extension will be provided within the supplemental agreement. If project float is created by the work, it will be encompassed within the modified and updated schedule of record. Both the Design-Build Team and the NCTA will have access to this float as detailed in Article 108-2 of this Standard Special Provision.

**Page 1-36, Subarticle 104-8(B), 2nd paragraph, delete the first sentence and replace with the following:**

If the contractor chooses to pursue the claim after the disputed work is complete, he shall submit a written claim to the Engineer for an adjustment in compensation based upon his cost records within 90 calendar days after completion of the disputed work.

**Page 1-36, Subarticle 104-8(B), 6th paragraph, delete the sixth bullet and replace with the following:**

- (6) The failure of the Contractor to submit the written request for an adjustment in compensation with cost records and supporting information within 90 days of completion of the affected work.

**Page 1-39, delete Article 104-10 and replace with the following:**

#### **104-10            MAINTENANCE OF THE PROJECT**

The Design-Build Team shall maintain the project from the date of beginning construction on the project until the project is finally accepted. For sections of facilities impacted by utility construction/relocation performed by the Design-Build Team prior to beginning construction on the roadway project, maintenance of the impacted sections of facilities shall be performed by the Design-Build Team beginning concurrently with the impact. This maintenance shall be continuous and effective and shall be prosecuted with adequate equipment and forces to the end that all work covered by the contract is kept in satisfactory and acceptable conditions at all times.

All existing and constructed guardrail/guiderail within the project limits shall be included in this maintenance. The Design-Build Team shall perform weekly inspections of all guardrail and guiderail and shall report damages to the Engineer on the same day of the weekly inspection. Where damaged guardrail or guiderail is repaired or replaced as a result of maintaining the project in accordance with this Article, such repair or replacement shall be performed within seven consecutive calendar days of such inspection report.

The Design-Build Team shall maintain all existing drainage facilities, except where the work consists of resurfacing only, such that they are in the same condition upon acceptance of the project

as they were when the project was made available to the Design-Build Team. In the event that the Design-Build Team's work is suspended for any reason, the Design-Build Team shall maintain the work covered by the contract, as provided herein. When a portion of the project is accepted as provided in Article 105-17, immediately after such acceptance, the Design-Build Team will not be required to maintain the accepted portion. Should latent defects be discovered or become evident in an accepted portion of the project, the Design-Build Team shall repair or replace the defective work at no cost to the Department.

Where an observation period(s) is required that extends beyond the final acceptance date, the Design-Build Team shall perform any work required by the observation period until satisfactory completion of the observation period.

With the exception of the maintenance of existing and constructed guardrail/guiderail, the Design-Build Team will not be directly compensated for any maintenance operations. The Design-Build Team will not be compensated for the performance of weekly inspections of guardrail/guiderail, and the damage reports required as described above. Authorized maintenance activities for existing and constructed guardrail/guiderail within the project limits will be paid for as extra work in accordance with Articles 104-7 and 104-8 of the NCDOT *Standard Specifications for Roads and Structures*.

## **SECTION 105 CONTROL OF WORK**

**Pages 1-44, 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 1-45, 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 1-45, delete Article 105-4 and replace with the following:**

**105-4           COORDINATION OF PLANS, SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS**

The Request for Proposals, all construction Plans, the Standard Specifications, Supplemental Specifications and Special Provisions and all supplementary documents are essential parts of the contract and a requirement occurring in one is as binding as though occurring in all. They are complementary and describe and provide the complete contract.

In case of discrepancy or conflict, the order in which they govern shall be as follows:

- (A) Request for Proposals, in which Project Special Provisions govern Standard Special Provisions
- (B) Technical Proposal from the Design-Build Team
- (C) Accepted Plans and Details from the Design-Build Team, or sealed plans provided by the Department, as applicable
- (D) Standard Drawings
- (E) Standard Specifications

Where dimensions on the plans are given or can be computed from other given dimensions they shall govern over scaled dimensions.

The Design-Build Team shall take no advantage of any error or omission in the plans, estimated quantities, specifications, or any omission/error not discovered during the Department's review of the plans developed by the Design-Build Team. In the event the Design-Build Team discovers an error or omission, the Design-Build Team shall immediately notify the Engineer.

**Page 1-48, delete Article 105-9 and replace with the following:**

**105-9                    CONSTRUCTION STAKES, LINES, AND GRADES**

The Design-Build Team shall be responsible for all surveying, construction staking and layout required in the performance of the work. The Design-Build Team shall be responsible for the accuracy of lines, slopes, grades and other engineering work which the Design-Build Team provides under this contract.

**SECTION 106  
CONTROL OF MATERIAL**

**Page 1-53, 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 - SY". For these Generic Work Items, Materials must be defined and appropriate conversion factors submitted.

An initial Table of Quantities shall be submitted no later than 30 calendar days after the date of award. The Table of Quantities shall be updated and resubmitted within 14 days of when a set of Plans is sealed as Release for Construction (RFC) Plans, and whenever there are substantial changes to the Quantities on previously incorporated RFC Plans.

A Certified Table of Quantities shall be submitted with each pay request. All Certified Tables of Quantities shall indicate that the information accurately represents the materials used for the work performed for which payment is requested, and be notarized by a Design-Build Team representative.

**Page 1-55, Article 106-6, add the following after the last paragraph:**

For items normally pretested by the Department, the Design-Build Team shall provide a minimum of 30 days notice prior to the beginning of production of the items for this project along with final approved shop drawings.

## **SECTION 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC**

**Page 1-57, replace the first paragraph of Article 107-1 with the following:**

### **107-1 LAWS TO BE OBSERVED**

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances and regulations, and all orders and decrees of bodies or tribunals having any jurisdiction or authority which may in any manner affect those engaged or employed in the work or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees; and shall indemnify and hold harmless the Board of Transportation, the NCTA Board, the NCTA, and the Department and their agents and employees from any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, by the Contractor or by his agents and employees. If during the course of the contract any such laws, ordinances and regulations, and all orders and decrees may be changed, the Contractor shall comply fully with the same.

**Page 1-64, replace the first sentence with the following:**

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

**Page 1-65, delete Article 107-18 and replace with the following:**

### **107-18 FURNISHING RIGHT OF WAY**

The responsibility for coordinating the securing of all necessary rights of way is as outlined in the Request for Proposals.

**Page 1-66, delete Article 107-26 in its entirety and replace with the following:**

### **107-26 FINES AND LEVIES AGAINST THE DEPARTMENT**

In the event there are fines or charges levied against the Department, actions taken by the Department, or remediation required by the Department due to the contractor's negligence, carelessness, or failure, due to violations charged to the Contractor, or due to the Contractor's failure to comply with the contract, monies will be deducted from monies to be paid to the Contractor on this project.

## **SECTION 108**

### **PROSECUTION AND PROGRESS**

**Page 1-68, delete Article 108-2 and replace with the following:**

#### **108-2 COST-LOADED CRITICAL PATH METHOD PROJECT SCHEDULE**

##### **(A) General Requirements**

The Design-Build Team shall create a Cost-Loaded Critical Path Method Project Schedule (CPM Schedule). The Design-Build Team shall include the work of subcontractors, vendors, suppliers, utilities, railroads, permitting agencies, NCDOT, NCTA, and all other parties associated with the project in the CPM Schedule. Failure by the Design-Build Team to include any element of its work or the work of others required for project completion shall not excuse the Design-Build Team from completing the project by the Contract Completion Date(s). The Design-Build Team shall assign a dollar value to each activity in the CPM Schedule. In accordance with Article 109-4(A) of this Standard Special Provision, the Design-Build Team shall use the CPM Schedule to prepare its payment applications. The Design-Build Team shall provide adequate time in the CPM Schedule for all parties involved with the project to complete their work, including inspections, procurement activities and testing. The Design-Build Team's plan, as presented in the CPM Schedule, shall adhere to all contract requirements.

The Engineer's acceptance of any CPM Schedule shall not relieve the Design-Build Team of responsibility for the accuracy or feasibility of the CPM Schedule, shall not modify the contract requirements, shall not be construed as an endorsement or validation of the Design-Build Team's plan, and shall not guarantee that the project can be performed or completed as scheduled. The Engineer's acceptance of the Design-Build Team's CPM Schedules in no way attests to the validity of the assumptions, logic constraints, dependency, relationships, resource allocations, resource availability, manpower and equipment, or any other aspect of the means and methods of performing the work. The Design-Build Team is and shall remain solely responsible for the scheduling, planning, and execution of the work in order to meet the Project Milestones, the Intermediate Contract Times, and the Contract Completion Date(s). NCTA will only reimburse costs for delays as identified in Article 104-4 of the 2018 NCDOT Standard Specifications for Roads and Structures. Except for costs identified in Article 104-4, NCTA will not be responsible for additional or unabsorbed overhead costs resulting from delays, regardless of whether or not the delays were excusable.

Although the Design-Build Team may plan to achieve Substantial Completion or Final Completion early, in no event will the Design-Build Team be entitled to any additional compensation related to the inability to complete work in advance of the applicable contract deadline.

The Design-Build Team shall not submit a resource leveled CPM Schedule for the purposes of payment, determining expected start and finish dates, or the longest path of the CPM Schedule. Rather, the longest path and expected start and finish dates shall be determined by logic, durations, and calendars.

**Materials** - Unless approved otherwise by the Department, in writing, the Design-Build Team shall produce every schedule referenced in this Article and/or submitted to the Engineer on a computer using software and files that are compatible with the most recent version of Primavera. Other software capable of providing the required information will be considered, but must be reviewed and approved by the Department prior to submitting a schedule produced with the alternate software.

**Definitions** - The following definitions apply solely to the terms used in this Article. The following definitions do not modify in any way the definitions provided elsewhere in the contract documents.

**Activity** - A discrete, identifiable task or event that takes time, has definable start and stop dates, furthers the work's progress, and can be used to plan, schedule, and monitor a project.

**Activity Calendar** - A set of days assigned to an activity on which work associated with the activity may be scheduled.

**Activity Code** - Additional information assigned to an activity for purposes of grouping or filtering related activities. Common codes include phase, area, responsibility, subcontractor, type of work, and sub phase.

**Activity ID** - A unique, alphanumeric, identification code assigned to an activity.

**Actual Dates** - Actual Starts and Actual Finishes of activities in the schedule.

**Actual Finish** - The date when the work represented by a specific activity in the schedule was actually finished.

**Actual Start** - The date when the work represented by a specific activity in the schedule was actually started.

**Activity Network Diagram** - A graphic representation of a CPM Schedule that shows the relationships among activities.

**Availability Date** - The contract Date of Availability provided in the *Contract Time and Liquidated Damages* Project Special Provisions found elsewhere in this RFP.

**Bar Chart** - A graphic representation of a schedule without relationships. A timescale appears along the horizontal axis.

**Baseline Schedule** - The first accepted CPM Schedule showing the accepted plan to complete the entire project.

**CPM of Record** - The most recent CPM Schedule accepted by the Engineer.

**Calendar Day** - A day shown on the calendar beginning and ending at midnight.

**Constraint** - A restriction imposed in a schedule, which fixes a value that would otherwise be calculated within the schedule. Examples of values that can be fixed by a constraint include float, start date, end date, and completion date.

**Contract Time** - The number of calendar days inclusive between the Availability Date and the Contract Completion Date(s).

**Contract Value** - The Design-Build Team's lump sum bid for the entire project and any additional dollar value added through Supplemental Agreement(s).

**Controlling Activity** - The first incomplete activity on the Critical Path. This term shall be considered synonymous with "Controlling Operation."

**Critical Delay** - A delay to an activity on the critical path that extends the Scheduled Completion Date(s).

**Critical Path** - The longest path of activities that determines the scheduled project completion date(s). Activities on the critical path are critical activities.

**Data Date** - The earliest possible date identified in a schedule from which remaining activities can proceed.

**Early Finish** - The earliest date an activity can finish based on its duration and its predecessors.

**Early Start** - The earliest date an activity can start based on its predecessors.

**Final Schedule** - The last monthly updated CPM Schedule containing actual start and finish dates for every activity.

**Free Float** - The amount of time an activity can be delayed without delaying the early state date of any successor activity.

**Lag** - An offset of time from the predecessor to the successor. Lag shall be a numerical value that is not assigned a description or activity number.

**Late Finish** - The latest date an activity can finish based on its successors without causing a delay to the Scheduled Completion Date(s) of the project.

**Late Start** - The latest date an activity can start based on its successors and duration without causing a delay to the Scheduled Completion Date(s) of the project.

**Logic** - Plural or singular reference to the predecessor and successor relationships between activities in the schedule.

**Milestone** - An activity with no duration that is typically used to represent the beginning or end of the project or an interim phase. Includes, but is not limited to, Intermediate Completion Dates and the Contract Completion Date(s).

**Open End** - The condition that exists when an activity has either no predecessor or no successor, or when an activity's only predecessor relationship is a finish-to-finish or only successor relationship is a start-to-start.

**Original Duration** - The original estimate of time, expressed in workdays, required to perform an activity.

**Preceding Work** - Work that must be performed prior to work being performed on the same project by other contractors or Design-Build Teams and under separate contract with the NCTA.

**Predecessor** - An activity that is defined by schedule logic to precede another activity.

**Progress Schedule** - A CPM Schedule produced by incorporating the project's actual progress into the CPM of Record for purposes of reviewing payment applications prior to any major schedule revisions.

**Punch Work** - Minor corrective work typically performed at the end of construction that is necessary to bring the project into full compliance with the contract requirements.

**Relationship** - Interdependence between two activities. Relationships link an activity to predecessors and successors.

**Remaining Duration** - The estimated time, expressed in workdays, required to complete an activity.

**Revised Schedule** - A Progress Schedule with Schedule Revisions.

**Scheduled Completion Date(s)** - The completion date(s) forecast by the CPM Schedule. The CPM Schedule may also forecast Intermediate Completion Dates for Milestones, Phases, or other portions of the project.

**Schedule Revision(s)** - A change in calendars, along with adding/deleting activities, the method of calculation, relationships, sequence, or original duration of activities in the schedule; or a change in the remaining duration of a work activity that is not caused by the actual progress of the activity. Revisions can be considered either Major or Minor as noted in Section F below.

**Successor** - An activity that is defined by schedule logic to succeed another activity.

**Total Float** - The amount of time an activity can be delayed without affecting the project's completion date(s) or an intermediate deadline (constraint); it is the difference between the late finish date and the early finish date.

## **(B) Design-Build Team's Schedule Representative**

The Design-Build Team shall propose to the Engineer a person to serve as the Schedule Representative responsible for developing, updating and revising the Design-Build Team's CPM Schedule. The Design-Build Team shall propose a Schedule Representative with scheduling experience on projects of similar size, scope and complexity. The Schedule Representative shall have a thorough understanding of project phasing and milestones, as well as the project's budget/invoicing. The Schedule Representative may also serve as the project manager, so long as all the requirements of this Provision can still be met. The proposed Schedule Representative's qualifications shall be submitted with the Technical Proposals for evaluation. The Engineer may reject a Schedule Representative that does not meet the minimum requirements of this Provision. In such case, the Design-Team must designate another individual meeting the minimum requirements for a Schedule Representative prior to acceptance of the first CPM Schedule.

The Design-Build Team shall use the same Schedule Representative for the duration of the project unless submitted and approved by the Department in writing. If the accepted Schedule Representative is no longer assigned to the project, the Design-Build Team shall submit a new Schedule Representative for the Engineer's review within 14 days of receiving notice of the Schedule Representative's departure.

**(C) Interim Schedule**

The Design-Build Team may submit electronically to the NCTA an Interim Cost-Loaded Critical Path Method Project Schedule (Interim Schedule). The Interim Schedule shall be submitted electronically (.pdf and .xer format) to the NCTA within 14 days of the Notice to Proceed, whether limited or unlimited. The Interim Schedule shall be used to monitor the project progress and process the Design-Build Team's payment applications for up to 120 days. The use of an Interim Schedule is optional.

The Interim Schedule shall meet the following requirements:

- (1) The Interim Schedule shall start with an activity identified as "Notice to Proceed." The Design-Build Team shall constrain "Notice to Proceed" to start on the expected date of the Notice to Proceed. The schedule shall include an activity for both the limited and unlimited Notices to Proceed.
- (2) The last activity in the Interim Schedule shall be identified as "Project Completion." The Design-Build Team shall plan the other activities in the schedule so that the late finish date of "Project Completion" is calculated to occur on the Contract Completion Date.
- (3) The Design-Build Team shall identify all major work components in the Interim Schedule as activities. For the Interim Schedule, the Design-Build Team may present large work components, such as "construction of the project," as a single activity in the schedule, so long as the Interim Schedule meets the other requirements of this Provision.

The Design-Build Team shall identify the following for each activity in the Interim Schedule.

- (a) A unique alphanumeric activity ID
- (b) A description of the work associated with each activity ID
- (c) A duration
  - (i) The Design-Build Team shall limit activities expected to start in the first 120 days to a maximum duration of 20 workdays. The Design-Build Team shall subdivide activities expected to take longer than 20 days so as to provide more detail and to meet this requirement. Any duration provided by the Department, utilities, or other government agencies will be exempt from this requirement.
  - (ii) The Design-Build Team may assign any realistic durations for activities expected to start more than 120 days after the Availability Date.
- (d) Predecessors
- (e) Successors
- (f) Value of the Work
  - (i) The Design-Build Team shall assign an accurate dollar value to each activity expected to start within 120 days of the Availability Date based on estimated costs plus associated profit and overhead. The profit and overhead assigned by the Design-Build Team to the individual activities starting in the first 120 days shall be equal to or less than the mark-up applied to the work when establishing the Design-Build Team's lump sum bid for the entire project.



- (ii) The Design-Build Team shall limit the value of an activity to \$500,000 for activities expected to start in the first 120 days. The Design-Build Team shall subdivide activities starting in the first 120 days and with anticipated values over \$500,000 into two or more activities to meet this requirement. Mobilization, design activities and material procurement activities are exempt from this \$500,000 requirement.
  - (iii) The Design-Build Team shall assign a dollar value to each activity in the Interim Schedule.
  - (iv) Activities may be assigned a value of zero dollars, as appropriate.
  - (v) The total value of all activities in the Interim Schedule shall be equal to the Design-Build Team's lump sum bid for the entire project.
  - (vi) Any activities that are incidental shall have a value of zero dollars.
- (4) The Design-Build Team shall assign each activity in the Interim Schedule at least one predecessor and one successor, except the first activity and the last activity in the schedule.
- (5) The Design-Build Team shall use scheduling software that adheres to the requirements found elsewhere in this Article to calculate the following data for each activity in the Interim Schedule:
  - (a) Early Start
  - (b) Early Finish
  - (c) Late Start
  - (d) Late Finish
  - (e) Total Float
- (6) The Design-Build Team shall submit a brief written narrative with the Interim Schedule that explains the planned sequence of work, the critical path, proposed project phasing, and any other scheduling assumptions made by the Design-Build Team.

The Engineer may choose to reject the Interim Schedule if it does not conform to the requirements of this Provision. If the Engineer rejects the Interim Schedule, the project shall be administered as if no Interim Schedule has been submitted.

#### **(D) Baseline Cost-Loaded Critical Path Method Schedule**

Within 60 days of limited or unlimited Notice to Proceed, the Design-Build Team shall submit electronically (.pdf and .xer format) to the Engineer a Baseline Cost-Loaded Critical Path Method Project Schedule (Baseline Schedule) meeting the requirements of this Provision and using industry-accepted CPM scheduling practices as identified in the AGC's Construction Planning and Scheduling book, Second Edition. Within 21 days of receipt of the Design-Build Team's Baseline Schedule, the Engineer will complete the review. If the Engineer decides it is warranted, the Engineer will convene a joint review conference at which the Engineer and the Design-Build Team shall make any necessary corrections or adjustments to the Baseline Schedule. If a revision is necessary either from the Engineer's Review or the joint review conference, the Design-Build Team shall submit a revised Baseline Schedule electronically (.pdf and .xer format) within seven days of such joint review conference and the Engineer will review the revised Baseline Schedule within seven days of re-submittal. The Design-Build

Team and the Engineer shall repeat this process until an acceptable Baseline Schedule is established.

Once accepted, the Baseline Schedule becomes the first CPM of Record for the project. If an Interim Schedule was submitted and accepted by the Engineer, the accepted Baseline Schedule replaces the Interim Schedule for all purposes, including payment.

The Design-Build Team shall submit a Baseline Schedule that meets the following requirements.

- (1) The first activity in the schedule is “Limited Notice to Proceed.” The Design-Build Team shall constrain this activity to start on the date of the Limited Notice to Proceed. Except as otherwise indicated in this Provision or agreed in writing by the Engineer, the Design-Build Team shall not use constraints.
- (2) If the Design-Build Team proposes a Substantial Completion Date in the Technical Proposal, the schedule shall include an activity identified as Substantial Completion.
- (3) The Last Activity in the Schedule shall be identified as “Project Completion.” The Design-Build Team shall plan the other activities in the schedule so that the expected finish of “Project Completion” is calculated to occur on the Contract Completion Date.
- (4) The Design-Build Team shall plan its work to meet all time-related contract requirements. This includes but is not limited to submittal review times, Milestones, Intermediate Contract Times, phasing requirements, and the date of Substantial Completion, as appropriate. The Design-Build Team shall include activities, within their CPM schedule, which represent reasonable durations for construction impacts or operations created by the Toll Integration Contractor performing their operations concurrently with the Design-Build Team’s Work.
- (5) The Design-Build Team shall include within the Baseline Schedule work activities that must be performed prior to work being performed on the same project by other Contractors or Design-Build Teams and under separate contract with the NCTA (Preceding Work). Each activity that is considered Preceding Work shall have a responsibility code assigned.
- (6) The Design-Build Team shall identify all the components of the work and the work of others on the project as activities in the Baseline Schedule. If the Engineer cannot identify a work item as an activity or as part of an activity in the schedule, then that work item shall be considered incidental.
- (7) The Design-Build Team shall designate the following for each activity in the Baseline Schedule, including:
  - (a) A unique alpha numeric activity ID
  - (b) A description of the work associated with each activity ID
  - (c) A duration
    - (i) Unless approved otherwise by the Engineer, the Design-Build Team shall limit construction activities to a maximum duration of 20 workdays. The Design-Build Team shall subdivide activities expected to take longer than 20 days so

as to provide more detail and to meet this requirement. If for any reason the maximum 20-day duration cannot be achieved, the Design-Build Team shall provide a written request to the Engineer, explaining the reason for a duration over 20 workdays. Any duration provided by the Department, utilities, or other government agencies shall be exempt from this requirement. Waiting times for plant growth cure times, material procurement, and other activities assigned a zero-dollar value and no assignment of responsibility are also exempt from this requirement.

- (ii) The Design-Build Team shall limit design activities to the required design submittal intervals or a maximum of 90 days, whichever is shorter. The Design-Build Team shall subdivide activities expected to take longer so as to provide more detail.
  - (iii) All activities with a dollar value greater than zero shall have a duration assigned to it, even if the duration is equal to zero.
- (d) Predecessors - Each activity except for "Notice to Proceed" shall have at least one predecessor.
- (e) Successors - Each activity except for "Final Completion" shall have at least one successor.
- (f) Activity Calendar - The Activity Calendar shall clearly identify the days when work could be performed on the activity and the days when work cannot be performed on the activity, in addition to the number of hours per day for a given work week. Weather days shall be included as non-workdays in specific work type calendars. Weather calendars shall be agreed to by the Engineer. Weather shall not be accounted for in activity durations.
- (g) Activity Code - Each activity in the schedule shall be assigned an activity code for the following categories:
  - (i) Area of the Project
  - (ii) Structure within the Area of the Project
  - (iii) Phase of the Project
  - (iv) Work Type
  - (v) Responsibility for the Work
  - The Design-Build Team shall identify the entity responsible to perform each activity in the Baseline Schedule. Examples might include a particular subcontractor, the Department, the Design-Build Team, a design consultant, a utility company, etc.
  - If more than one entity is performing a particular activity, then the activity code shall identify both entities.
  - When the Baseline Schedule is submitted, the Design-Build Team shall provide a list to the Engineer of each activity code that assigns responsibility to entities that are not under the control of the Design-Build Team.

## (vi) Categories and Groupings

- The Design-Build Team shall assign different categories for items in separate Divisions within the 2018 NCDOT *Standard Specifications for Roads and Structures* and at least one type of work shall be classified as punch work.
- The Design-Build Team shall choose a method of identifying the type of work that shall clearly communicate to the Engineer the nature of the work being performed.

## (h) Value of the Work

- (i) The Design-Build Team shall assign an accurate dollar value to each activity based on a reasonable assignment of the value of that work when compared to the overall work being performed on the project.
- (ii) The Design-Build Team shall not assign a dollar value to an activity less than the estimated cost to perform that work.
- (iii) The Design-Build Team shall not assign a dollar value to the work being performed by the Department or other third parties.
- (iv) Activities scheduled to occur early in the project shall be assigned the same or lesser value than similar activities scheduled to occur later in the project, unless otherwise approved by the NCTA, in writing.
- (v) The Design-Build Team shall limit the value of an activity to \$500,000. The Design-Build Team shall subdivide activities with anticipated values over \$500,000 into two or more activities to meet this requirement. Mobilization, some design activities, and materials procurement activities are exempt from this \$500,000 requirement.
- (vi) The Design-Build Team shall assign activities in the schedule representing tasks incidental to the performance of the work a value of zero dollars.
- (vii) Activities may be assigned a value of zero dollars when appropriate. Examples include the work of others, or tasks performed by subcontractors for which the contractor has no cost.
- (viii) Each Activity in the Baseline Schedule shall be cost loaded so that the sum of the budgeted total costs for each activity equals to the Contract Value. The budgeted total costs for each activity shall not change once the Baseline Schedule is approved as the first CPM of Record, unless authorized in writing by the Engineer.
- (ix) Any work performed that is not identified in the schedule shall have a value of zero dollars.
- (x) Any activities that are incidental shall have a value of zero dollars.
- (xi) The Design-Build Team shall be limited to the total percentage and distribution percentages defined in the *Mobilization* Project Special Provision found elsewhere in this RFP for mobilization. The Design-Build Team shall assign costs that correspond to the aforementioned percentages to “Mobilization, Pre-Permit” and “Mobilization, Post-Permit” activities.
- (xii) The Design-Build Team shall assign activities to both erosion and sedimentation control device installation and device maintenance. The activity

- for erosion and sedimentation control device maintenance shall span the duration of the project construction and shall be cost-loaded in a linear manner.
- (xiii) The Design-Build Team shall assign at least one-half of one percent of the lump sum bid for the entire project to the activity or activities representing punch work.
  - (xiv) All costs assigned to activities shall be evaluated on a linear basis with regard to payment unless a payment curve is provided and approved. Such curves shall be agreed to in the Baseline Schedule and shall not change unless authorized in writing by the Engineer.
- (8) The Design-Build Team shall assign each activity in the Baseline Schedule at least one predecessor and one successor, except the first activity, "Notice to Proceed," and the last activity, "Project Completion."
  - (9) The Design-Build Team shall not use start-to-finish relationships to connect predecessor and successor activities.
  - (10) The Design-Build Team shall limit the use of start-to-start and finish-to-finish relationships to connect predecessor and successor activities. The Schedule Representative shall explain to the Engineer why a start-to-start or finish-to-finish relationship was used upon the Engineer's request.
  - (11) The Design-Build Team shall produce a Baseline Schedule that does not contain open-ended activities, except for the first and last activity in the schedule.
  - (12) The Design-Build Team shall not use negative lags in the Baseline Schedule. The Design-Build Team shall limit the use of lags in the Baseline Schedule, and shall not use a lag greater than five days unless approved otherwise by the Engineer. If for any reason the maximum five-day lag cannot be achieved, the Design-Build Team shall provide a written request to the Engineer, explaining the reason for a duration over five days. The Schedule Representative shall explain why a lag was used in the narrative.
  - (13) The Design-Build Team shall use scheduling software that adheres to the requirements found elsewhere in this Article to calculate the following data for each activity in the Baseline Schedule:
    - (a) Early Start
    - (b) Early Finish
    - (c) Late Start
    - (d) Late Finish
    - (e) Total Float
    - (f) Free Float
  - (14) The longest path shall be dictated by schedule logic and durations, not by the leveling of resources or cost information.
  - (15) The Design-Build Team shall submit a written narrative with the Baseline Schedule that explains the planned work sequence, the critical path, proposed project phasing, the activity calendars, maintenance of traffic, milestone dates, and the estimated payouts by month and by phase. In addition, the Design-Build Team shall explain in its written narrative how it has provided for procurement of materials, weather, permitting requirements, environmental requirements, coordination with other contractors,

coordination with local municipalities, coordination with Toll Integration Contractor, coordination with NCTA's right of way agent, work to be performed in whole or in part by Department or other government agencies, work to be performed by the utility companies, and any other scheduling assumptions made by the Design-Build Team.

The Engineer will review the Baseline Schedule submitted by the Design-Build Team for compliance with the contract requirements. The Engineer may reject the Baseline Schedule if it does not adhere to the contract requirements or if it makes unreasonable demands on the Department or third parties on the project without their written acknowledgement or agreement to such demands or requirements. Examples of unreasonable demands might include, but is not limited to, the simultaneous review of numerous submittals, short durations for utilities to perform work, shutting down adjacent roadways, or limiting access to private land owners. The Engineer may reject a schedule that over-utilizes start-to-start and finish-to-finish relationships to connect predecessor and successor activities if, in the opinion of the Engineer, the use of these logic relationships obscures the relationships between activities. The Engineer may reject a schedule that over-utilizes lags, if in the opinion of the Engineer, lags are being used to replace necessary activities or obscuring how one activity relates to the next.

The Engineer will also review the values assigned to the activities for balance. The Engineer may reject the Baseline Schedule if, in the opinion of the Engineer, the values assigned to activities expected to be completed early in the project exceed the value assigned to the same or similar activities expected to finish late in the project, without explanation.

The Design-Build Team shall be responsible for the timely preparation of a Baseline Schedule that fully complies with the requirements of this Provision and the contract. The Engineer may take action under Articles 108-7 and 108-9 of the 2018 NCDOT *Standard Specifications for Roads and Structures* if the Design-Build Team has not prepared an acceptable Baseline Schedule within 180 days from the Availability Date.

#### **(E) Schedule Updates**

As the basis of its payment application request and as a requirement of this Provision, the Design-Build Team shall submit electronically (.pdf and .xer format) to the Engineer a regular Schedule Update to the CPM of Record using accepted scheduling practices. The Engineer will determine the frequency and date of the Schedule Updates - not to exceed two updates per month and to occur at least once within any 35-day period. The Design-Build Team shall continue to provide the Engineer Schedule Updates until the final schedule is approved with 100% completion of all activities and all the project work. The Design-Build Team shall submit a Schedule Update within seven calendar days of its data date. The NCTA shall review the payment application and provide a response to the Design-Build Team within seven calendar days of the submission. Upon the Engineer's acceptance, the Schedule Update shall become the new CPM of Record, replacing the previous CPM of Record, and shall be considered used from its data date until the data date of the next schedule accepted by the Engineer.

The Design-Build Team shall incorporate the following information into the previous CPM of Record and submit this as its Schedule Update:

- (1) An updated data date
- (2) The actual start of any activity that started prior to the data date of the Schedule Update
- (3) The actual finish of any activity that finished prior to the data date of the Schedule Update
- (4) The new remaining duration of any activity that began, but did not finish prior to the data date of the Schedule Update
- (5) The percent complete for every activity in the CPM Schedule - The Design-Build Team shall use both activity percent complete and resource percent complete for activities representing the purchase of materials, and shall identify the resource percent complete of activities representing the purchase of materials for undelivered; delivered or fabricated; or installed material as 0%, 95% or 100% complete, respectively.
- (6) The Design-Build Team shall use scheduling software that adheres to the requirements found elsewhere in this Provision to calculate the following data for each of the remaining activities in the Schedule Update:
  - (a) Early Start
  - (b) Early Finish
  - (c) Late Start
  - (d) Late Finish
  - (e) Total Float
  - (f) Free Float

The Design-Build Team shall provide a narrative as part of the Schedule Update, in addition to any of the other requirements identified in Article 109-4(A) of this Standard Special Provision for partial payment requests. The Design-Build Team shall include in the Schedule Update narrative a description of the work performed during the update period; the status of any outstanding permits; the current critical path; any delays or disruptions experienced during the update period to Intermediate Contract Dates, Substantial Completion Date, and/or Final Completion Date; any change in planned manpower or equipment; any foreseeable delays or disruptions; and any "Minor Revisions" made during the update period that have previously been accepted by the Engineer. A discussion of delays in the Schedule Update's narrative shall not constitute a written request for additional time or notice of intent to file a claim as required by the contract.

The Design-Build Team shall not incorporate any revisions into a Schedule Update unless the revisions are minor and have been previously accepted by the Engineer. The Schedule Update narrative shall include documentation of any revisions previously verbally approved by the Engineer.

If the Design-Build Team chooses to revise the CPM of Record, the revised schedule shall be submitted separately from and within seven calendar days of the Schedule Update. The revised CPM of Record shall have the same data date as the most recent CPM of Record and reflect the progress achieved up to that point in time.

The Engineer may reject a Schedule Update that 1) incorporates “Major Revisions” that were not previously accepted by the Engineer, 2) includes actual dates on or after the data date, and/or 3) records incomplete or incorrect information on the work progress.

**(F) Revisions to the CPM of Record**

In accordance with the requirements in this Provision, the Design-Build Team may revise the CPM of Record. A revision to the CPM of record is defined as one or more of the following:

- A change in an activity’s calendar
- A change in the original duration of an activity
- An increase in the remaining duration of an activity
- A change in the logic of the schedule
- A change to any actual date previously recorded and provided to the Engineer
- The deletion or addition of an activity
- A change to, addition of, or deletion of a constraint
- A change to, addition of, or deletion of an activity code
- A change to an activity description
- A change to the dollar value assigned to an activity
- Any other change other than updating progress or recording actual dates.

A minor revision shall be defined as a revision that does not affect the critical path of the work on the project, does not affect work activities that may soon become critical, does not significantly affect third parties, does not significantly affect the Department, and/or does not increase or lower the dollar values assigned to the activities in the schedule. For minor revisions, the Schedule Representative shall contact the Engineer and explain the revision. If the Engineer determines that the revision is minor, the Engineer will verbally approve the revision. The Design-Build Team shall incorporate revisions verbally approved by the Engineer into the next Schedule Update, and include a summary of the changes, the approver’s name and the approval date in the narrative. The Engineer’s determination as to whether a revision is minor or major shall be final.

All revisions that are not minor revisions shall be defined as major revisions. For major revisions, the Design-Build Team shall submit to the Engineer a revised CPM Schedule that meets all the requirements of the Baseline Schedule and is updated to reflect current progress. The Design-Build Team shall submit all revised CPM Schedules within seven days of its data date unless otherwise agreed by the Engineer, in writing. The Design-Build Team shall include a narrative with the revised CPM Schedule describing each revision and the reason



for each revision. Every revision that was made to the revised CPM Schedule shall be listed in the narrative. The Design-Build Team shall also include in the narrative any foreseeable problems that may need to be overcome when implementing the CPM Schedule revision. A discussion of delays and potential delays in the revised CPM Schedule narrative shall not constitute a written request for additional time or satisfy any requirement for written notice to file a claim as required by the contract.

If the Design-Build Team is re-allocating the dollar values assigned to activities, it shall include for the Engineer's review and approval a list of the activities affected by the revision, a list of any new activities added or deleted, and the difference in dollar value assigned to each activity. For changed work where the dollar value is disputed, the Design-Build Team shall assign dollar values to its work activities as directed by the Engineer, but shall include the designation "D-C" at the beginning of the activity's description for each activity affected by the change. For changes settled through a Supplemental Agreement, the Design-Build Team shall assign the agreed dollar amount among the new or existing activities, and shall include the designation SA# (where # represents the number of the Supplemental Agreement) at the beginning of the activity's description for each activity affected by the change.

Within seven calendar days of submittal, the Engineer shall accept or reject proposed CPM Schedule revision(s). Upon the Engineer's acceptance, the revised CPM Schedule shall become the CPM of Record, and shall be used from its data date until the data date of the next CPM Schedule revision accepted by the Engineer.

NCTA will not pay additional costs for any revisions to the CPM Schedule regardless of what condition or change prompted the revision(s). The cost to create, revise, and update the CPM Schedule shall be an administrative requirement included as part of the Design-Build Team's lump sum bid for the entire project. The Design-Build Team shall allocate sufficient resources to timely administer the CPM Schedule, including but not limited to all revisions, as required.

The Engineer will accept CPM Schedule revisions that appear to accurately reflect the Design-Build Team's current plan for completing the work on the project. The Engineer may accept a revised CPM Schedule that indicates the project is currently expected to finish earlier or later than required by the contract. However, the Engineer's acceptance of the Design-Build Teams' schedules does not relieve the Design-Build Team from its obligations to perform under the contract terms including but not limited to completion of the work within the contract time; or as granting, rejecting, or in any way acting on the Design-Build Team's requests for adjustment to the date(s) for completion of the work.

The Engineer may reject any CPM Schedule revision that 1) does not, in the opinion of the Engineer, accurately reflect the Design-Build Team's current plan of construction; 2) requires additional and/or revised actions on the part of third parties or the Department; 3) changes the dollar value assigned to an activity, unless the Design-Build Team has correctly allocated this amount into new activities for additional detail; 4) materially alters the projected payout of the project; and/or 5) submitted more than seven calendar days after its data date, unless the Engineer had previously agreed to waive this requirement.

**(G) Use of the CPM of Record to Assess Project Delays**

If the Design-Build Team submits a written request for an extension to the contract time in accordance with Article 108-10 of this Standard Special Provision, the Engineer will rely upon the CPM of Record in effect at the time the delay is recognized or occurs, whichever is sooner, to assess the effects of changes and revisions or other potential causes of delay to the Scheduled Completion Date(s).

For purposes of calculating and withholding anticipated liquidated damages, as identified in the 2018 NCDOT *Standard Specifications for Roads and Structures*, and as may be amended by this Standard Special Provision, the Engineer will rely on the Scheduled Completion Date(s) identified in the CPM of Record.

**Page 1-69, delete Article 108-3 and replace with the following:**

**108-3 PRECONSTRUCTION AND PRE-DESIGN CONFERENCES**

The selected Design-Build Team shall meet with the Engineer for a pre-design conference concerning the design phase of the work. This conference shall be held prior to the commencement of work, as it is determined according to Article 108-1, and will be scheduled by the Engineer. At the predesign conference, the Design-Build Team shall furnish authorized signature forms and a list of all proposed subcontractors associated with the project design.

A preconstruction conference shall be held at least ten working days before construction activity begins. This second conference, concerning the construction phase, shall also be scheduled by the Engineer. The Design-Build Team shall give the Engineer a minimum of 45 days written notice before the Design-Build Team plans to begin construction activities. This will allow the Engineer time for any environmental agency representatives involved in the permitting process, as well as any other pertinent entities, to be scheduled to attend the preconstruction conference. If the Design-Build Team is responsible for utilities in accordance with Article 105-8 and the Request for Proposals, the Design-Build Team shall be responsible for coordinating with the Engineer in scheduling the utility owners attendance and for notifying the utility owners. The Design-Build Team shall also be responsible for coordinating with the Engineer in scheduling the attendance of subcontractors and others deemed appropriate, and for notifying them.

At the preconstruction conference, a list of any proposed subcontractors and major material suppliers associated with the construction of the project will be submitted.

If the contract has a DBE or WBE/MBE requirement, the Design-Build Team shall submit copies of completed and signed DBE or WBE/MBE subcontracts, purchase orders, or invoices to the Department.

In accordance with Article 1101-1 and the Request for Proposals, the Design-Build Team shall submit Transportation Management Plans including, but not limited to, Temporary Traffic Control Plans. The Design-Build Team shall designate an employee who is competent and experienced in transportation management to implement and monitor the Transportation Management Plans. The qualifications of the designated employee must be satisfactory to the Engineer.

The Design-Build Team shall submit a Safety Plan and designate an employee as the Safety Supervisor.

Both plans shall be submitted at the preconstruction conference and must be satisfactory to the Engineer. Should the design plan include activities that would place personnel on the work site, Temporary Traffic Control Plans and a Safety Plan for those activities shall be submitted at the predesign conference.

During the preconstruction conference, the Engineer will designate a Department employee or employees who will be responsible to see that the Transportation Management Plans, including but not limited to the Temporary Traffic Control Plans, and any alterations thereto are implemented and monitored to the end that traffic is carried through the work in an effective manner. If approved by the Engineer, the Design-Build Team may designate one employee to be responsible for both the Temporary Traffic Control Plans and the Safety Plan. The Design-Build Team shall not designate its superintendent as the responsible person for either the Temporary Traffic Control Plans or the Safety Plan, unless approved by the Engineer.

If the project requires the Design-Build Team or State personnel work from falsework, within shoring, or in any other hazardous area, the Design-Build Team shall submit, as part of the Design-Build Team's Safety Plan, specific measures that will be used to ensure worker safety.

The Design-Build Team shall also submit a program for erosion control and pollution prevention on all projects involving clearing and grubbing, earthwork, structural work, or other construction, when such work is likely to create erosion or pollution problems.

If the Design-Build Team fails to provide the required submissions, the Engineer may order the preconstruction conference suspended until such time as they are furnished. Work shall not begin until the preconstruction conference has been concluded and the Safety Plan has been approved, unless authorized by the Engineer. The Design-Build Team shall not be entitled to additional compensation or an extension of contract time resulting from any delays due to such a suspension.

The Design-Build Team shall designate a qualified employee as Quality Control Manager. The Quality Control Manager shall be responsible for implementing and monitoring the quality control requirements of the project.

**Page 1-69, 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 1-70, Article 108-6, replace “40%” with “30%” in the 1<sup>st</sup> paragraph.**

**Page 1-71, Article 108-6, replace “35%” with “25%” in the 2<sup>nd</sup> paragraph.**

**Page 1-72, delete Article 108-8 and replace with the following:**

**108-8            FAILURE TO MAINTAIN SATISFACTORY PROGRESS**

The Engineer will utilize the Cost-Loaded Critical Path Method Project Schedule to evaluate the Design-Build Team's progress at the time each partial pay request and schedule update is submitted. The Design-Build Team's progress may be considered as unsatisfactory if, according to the CPM of Record, the scheduled substantial completion date and/or the scheduled final completion date exceeds the current contract substantial completion date and/or the current contract final completion date by more than 90 days.

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(s) that have or may be allowed in accordance with Article 108-10 of this Standard Special Provision.

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's prime contractor(s) 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 1-74, delete Article 108-10 and replace with the following:**

**108-10            CONTRACT TIME AND INTERMEDIATE CONTRACT TIME**

**(A) General**

The contract time shall be as defined in Section 101. No extensions to the completion date will be authorized except as allowed by this Article. No modifications in the date of availability shall be made for any reason whatsoever.

Intermediate contract time, as defined in Section 101 shall be that as allowed in the contract to complete a part, portion or phase of the total work covered in the contract.

Intermediate completion dates and intermediate completion times set forth in the contract may be extended on the same basis as completion dates and as described in this Article.

When the liquidated damages stipulated in the contract are to be on an hourly basis, extensions, as described in this Article, shall be considered on an hourly basis.

The Engineer will rely upon the CPM of Record in effect at the time the delay is recognized or occurs, whichever is earlier, to assess the effects of changes and revisions or other potential causes of delay to the scheduled completion date(s).

The Engineer will use the CPM of Record and the following guidelines to assess delays to the project:

- 1) The controlling operation of the work shall be the first activity on the critical path of the CPM of Record.
- 2) The Engineer will not grant a time extension for delays that result from schedule revisions, unless the revisions are necessary to mitigate unforeseeable and otherwise excusable delay, in the Department's sole discretion, the revisions are required to incorporate changes to the work agreed to by the Engineer, or the revisions are expressly requested by the Engineer.
- 3) The Design-Build Team shall create the CPM of Record and shall be responsible for the accuracy and reliability of the CPM of Record. The Engineer will not grant a time extension for delays that result from improper planning, incorrect sequences, scheduling errors, scheduling omissions, missing work portions in the CPM of Record, or any other cause related to the Design-Build Team's failure to properly manage and/or schedule the work or the work of others. The Engineer will not consider a request for additional time from the Design-Build Team that relies on the assumption that the CPM of Record is inaccurate or erroneous.
- 4) Then there are two or more causes for a critical delay, or in the case that two paths or activities are concurrently critical, the Engineer will only grant a time extension if all the causes for the critical delay are determined to be excusable, in the Department's sole discretion.
- 5) The critical path is dynamic. The Engineer will assess the critical path on each day of an alleged delay. Only delays to the critical path, in the Department's sole discretion, shall be eligible for consideration of a time extension.
- 6) The Engineer will use the CPM of Record in effect at the time of the delay to assess project delays after the occurrence. The Engineer will not use rejected schedules, later approved schedules, or new schedules, including "impacted" or "collapsed schedules" to assess a project delay after the alleged delay has occurred.
- 7) Float belongs to the project and shall be shared between the Design-Build Team and NCTA on a first-come, first-served basis until it is depleted. Float shall be for the exclusive use or benefit of either NCTA or the Design-Build Team.

**(B) Completion Date, Intermediate Completion Date and Intermediate Completion Time Extensions**

Only delays to activities which affect the completion date(s), intermediate contract date(s) and/or intermediate completion time(s) shall be considered for an extension of contract time. An extension shall not be granted until a delay occurs which impacts the project's critical path, consumes all available float, and/or extends the work beyond the contract completion dates(s), intermediate completion date(s), and/or intermediate completion time(s). Any extension to the completion date(s), intermediate completion date(s), and/or intermediate completion time(s) shall be based on the number of calendar days the completion date(s), intermediate completion date(s), and/or intermediate completion time(s) is impacted as determined by the Engineer's analysis. An extension of the completion date(s), intermediate completion date(s), and/or intermediate completion time(s) shall not be allowed for any reason except as provided for below:

- 1) If the Design-Build Team's current controlling operation(s) are delayed by circumstances originating from work required under the contract and beyond the Design-Build Team's control, and without the Design-Build Team's fault or negligence, the Design-Build Team may, at any time prior to payment of the final estimate, make a written request to the Engineer for an extension of the completion date(s), intermediate completion date(s), and/or intermediated completion time(s). This request shall include the following:
  - a) The circumstances resulting in the alleged delay and documentation of said circumstances as may be required by the Engineer
  - b) The controlling operation(s) alleged to have been delayed
  - c) The calendar dates or calendar dates and times on which the controlling operation(s) were delayed
  - d) The number of calendar days or hours by which the Design-Build Team is requesting the completion date(s), intermediate completion date(s) and/or intermediate completion time(s) to be extended

If the Engineer determines that the controlling operation(s) were delayed because of circumstances beyond the control of, and without the Design-Build Team's fault or negligence, and that the Design-Build Team has pursued the work in accordance with Article 108-1 of the 2018 *Standard Specifications for Roads and Structures*, the Engineer will extend the completion date(s), intermediate completion date(s), and/or the intermediated completion time(s), unless otherwise precluded by other contract provisions. No extension of the completion date, intermediate completion date, or intermediate completion time will be allowed for delays caused by restrictions, limitations or provisions contained in the contract.

The Engineer will consider an extension in the completion date(s), intermediate completion date(s), and/or intermediate completion time(s) involving an intermediate contract time of more than 96 hours if the Design-Build Team's current controlling operation(s) is delayed in excess of 40 percent of the total contract time (days), as defined in Section 101 of the 2018 *Standard Specifications*

*for Roads and Structures*, excluding the time between December 15 and March 16; or the total intermediate contract time (hours), as defined in Section 101 of the 2018 *Standard Specifications for Roads and Structures*, excluding the time between December 15 and March 16; due to weather or conditions resulting from weather. No other consideration shall be given for extensions in the completion date(s), intermediate completion date(s), and/or intermediate completion time(s) due to delays caused by weather.

Where the intermediate contract time is 96 hours or less, no consideration whatsoever shall be given for an extension in the intermediate contract time due to weather or conditions resulting from weather.

- 2) If the Engineer ordered changes in the work from that originally contemplated in the contract and those changes result in a reduction in quantities, elimination of items, additional work and/or extra work the Engineer will allow an extension in the completion date(s), intermediate completion date(s), and/or intermediate completion time(s) as the Engineer may deem warranted by such changes. Pursuit of the work with adequate forces and equipment and efficiency of the Design-Build Team's operations shall be considered by the Engineer in determining an extension in the completion date(s), intermediate completion date(s), and/or intermediated completion time(s). It shall be, however, the Design-Build Team's responsibility to show just cause for an extension in the completion date(s), intermediate completion date(s), and/or intermediate completion time(s) due to the aforesaid conditions.

The Design-Build Team's plea that insufficient contract time (days), intermediate contract time (days), and/or intermediate contra time (hours) was specified in the contract shall not be considered as a valid reason for an extension in the completion date, intermediated completion date, and/or intermediated completion time.

When all work on the project is totally complete, with the exception of an item or items on which work is precluded by seasonal limitations set forth in the contract, the Engineer may, provided that the Design-Build Team has diligently pursued the work with adequate forces and equipment, waive the assessment of liquidated damages during the period of time from the date all work other than an item(s) precluded by seasonal limitations was completed until the seasonal limitations expiration date. The Design-Build Team shall make the request to waive the assessment of liquidated damages in writing prior to the requested waiver beginning date. The non-assessment of liquidated damages during the aforesaid period shall not operate to waive any other liquidated damages that may be assessable or any other contract terms.

**Page 1-78, delete Subarticle 108-13(D)(2) in its entirety.**

## **SECTION 109 MEASUREMENT AND PAYMENT**

**Page 1-80, 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.

**Page 1-85, delete Subarticle 109-4(A) and replace with the following:**

### **109-4                PARTIAL PAYMENTS**

#### **(A)     General**

Partial payments shall be based upon the Engineer's review of the Design-Build Team's payment requests. The Design-Build Team shall prepare a payment request 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. A partial payment shall not be made when the total value of work performed since the last partial payment, excluding mobilization, amounts to less than \$10,000.00. Partial payments shall be approximate only and shall be subject to correction in the final estimate and payment.

The Design-Build Team shall use the current CPM of Record to estimate the value of work performed and shall submit this estimate as its payment request to the Engineer. The Design-Build Team shall submit the estimate of the value of work performed and the CPM of Record for each partial payment request.

Failure to submit either part of the partial payment request shall result in the Engineer withholding payment. With each payment request, the Design-Build shall certify that the CPM of Record has been reviewed, that the payment request presents an accurate assessment of the level of completion of each work activity for which payment is being sought, and that the dollar value assigned to each work activity is reasonable and consistent with the dollar values assigned to all other work activities. The Engineer will only accept payment request that have been certified by the Design-Build Team.

The Design-Build Team shall maintain and update the CPM of Record in accordance with Article 108-2 of this Standard Special Provision.

If an Interim Schedule was submitted and approved in accordance with Article 108-2 of this Standard Special Provision, the Design-Build Team may estimate the value of the work performed using the Interim Schedule for the first 120 days after the Availability Date. After 120 days, the Engineer will not process partial payment requests until the Design-Build Team develops a CPM of Record and the Engineer approves the CPM of Record.



If the Design-Build Team did not submit an Interim Schedule acceptable to the Engineer, NCTA will issue payments for the allowable mobilization, design and material procurement costs, but will not otherwise process partial payment requests until the Design-Build Team submits a Baseline Schedule and the Department approves as the CPM of Record. The Design-Build Team's failure to develop an acceptable CPM of Record may result in the Engineer withholding payment.

Interest shall not be paid to the Design-Build Team on payments that are withheld in accordance with this Provision or any other contract provision. The Design-Build Team shall not be entitled to payment, damages, or any other form of compensation due to the withholding of partial payments in accordance with the requirements of this Article or any other contract provision.

The Engineer will withhold an amount sufficient to cover anticipated liquidated damages, as determined solely by the Engineer.

**Page 1-86, Subarticle 109-5(D), delete the 4<sup>th</sup> and 5<sup>th</sup> paragraphs and replace with the following:**

Partial payments shall 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.

**Page 1-88, Article 109-10, replace the first paragraph with the following:**

Submit the following documents to the Engineer within 120 days after the contract Final Acceptance Date, as defined in Article 101-3 of the 2018 NCDOT *Standard Specifications for Roads and Structures*, and as may be amended in this Standard Special Provision. Failure to submit the notice required by Subarticle 109-10(C) of the 2018 NCDOT *Standard Specifications for Roads and Structures*, the final claim information, within the 120 days after the Final Acceptance Date, shall be a bar to recovery for any extension in the completion date or any adjustment in compensation from that shown in the final estimate.

**Pages 1-88, Article 109-10, add the following as bullets (E), (F) and (G) under the 1<sup>st</sup> paragraph.**

- (E) As-Built Plans
- (F) All documents required elsewhere in this RFP
- (G) Documents or guarantees to support any warranty provided by the Design-Build Team

County: WAKE

Line #	Item Number	Sec #	Description	Quantity	Unit Cost	Amount
CONTRACT ITEMS						
0001	0000996000-N	SP	DESIGN AND CONSTRUCTION	Lump Sum	L.S.	

1215/Mar07/Q1/D996000/E1

Total Amount Of Bid For Entire Project :

**FUEL USAGE FACTOR CHART AND ESTIMATE OF QUANTITIES**

Description of Work	Units	Fuel Usage Factor Diesel #2	Estimate of Quantities
Unclassified Excavation	Gal/CY	0.29	CY
Borrow Excavation	Gal/CY	0.29	CY
Class IV Subgrade Stabilization	Gal/Ton	0.55	Tons
Aggregate Base Course	Gal/Ton	0.55	Tons
Sub-Ballast	Gal/Ton	0.55	Tons
Erosion Control Stone	Gal/Ton	0.55	Tons
Rip Rap	Gal/Ton	0.55	Tons
Aggregate for Cement Treated Base Course	Gal/Ton	0.55	Tons
Portland Cement for Cement Treated Base Course	Gal/Ton	0.55	Tons
* Asphalt Concrete Base Course	Gal/Ton	_____ 0.90 _____ 2.90	Tons
* Asphalt Concrete Intermediate Course	Gal/Ton	_____ 0.90 _____ 2.90	Tons
* Asphalt Concrete Surface Course	Gal/Ton	_____ 0.90 _____ 2.90	Tons
* Open-Graded Asphalt Friction Course	Gal/Ton	_____ 0.90 _____ 2.90	Tons
* Permeable Asphalt Drainage Course	Gal/Ton	_____ 0.90 _____ 2.90	Tons
* Sand Asphalt Surface Course, Type SA-1	Gal/Ton	_____ 0.90 _____ 2.90	Tons
* Ultra-Thin Bonded Wearing Course	Gal/Ton	_____ 0.90 _____ 2.90	Tons
<b>Portland Cement Concrete Pavement</b>			
Through Lanes and Shoulders (> 11")	Gal/SY	0.327	SY
Through Lanes and Shoulders (9" to 11")		0.272	SY
Through Lanes and Shoulders (<9")		0.245	SY
** Structural Concrete (Cast-in-Place Only)	Gal/CY	0.98	CY

\* Select 0.90 **OR** 2.90

\*\* Structural Concrete shall be defined as cast-in-place Class A or Class AA concrete used in the construction of major structures for various work items identified in Division 4 of the 2018 *Standard Specifications for Roads and Structures*.

☐ The above quantities represent the estimate of total quantities for each item, as pertaining to Fuel Price Adjustments, for the design proposed in the Technical Proposal submitted under separate cover.

Or

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

**The information submitted on this sheet is claimed as a "Trade Secret" in accordance with the requirements of G.S. 66-152(3) until such time as the Price Proposal is opened.**

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Print Name, Title

*(Submit a copy of this sheet in a separate sealed package with the outer wrapping clearly marked "Fuel Price Adjustment" and deliver with the Technical Proposal submittal.)*

**PRICE PROPOSAL INDEX OPT OUT STATEMENT**

☐ The Design-Build Team elects not to pursue the adjustment afforded by the *Price Proposal Index* Project Special Provision on this project.

---

Signature, Title

---

Dated

---

Print Name, Title

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

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

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

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

<b>LISTING OF DBE SUBCONTRACTORS</b>					Sheet _____ of _____
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item	
<b>Name</b>  Address					
<b>Name</b>  Address					
<b>Name</b>  Address					
<b>Name</b>  Address					
<b>Name</b>  Address					
<b>Name</b>  Address					
<b>Name</b>  Address					

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

<b>LISTING OF DBE SUBCONTRACTORS</b>				
			Sheet _____ of _____	
Firm Name and Address	Item No.	Item Description	* Agreed upon Unit Price	** Dollar Volume of Item
<b>Name</b>  Address				
<b>Name</b>  Address				
<b>Name</b>  Address				
<b>Name</b>  Address				

**COST OF CONSTRUCTION WORK ONLY**

\$ \_\_\_\_\_

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

\*\* Dollar Volume of DBE Subcontractor \$ \_\_\_\_\_

Percentage of Total Construction Cost \_\_\_\_\_ %

(Including Right of Way Acquisition Services)

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

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

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



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

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. §133-24* within the last three years, and that the prequalified bidder intends to do the work with his own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. §133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full Name of Corporation

---

Address as Prequalified

Attest

---

Secretary/Assistant Secretary  
(Select appropriate title)

By

---

President/Vice President/Assistant Vice President  
(Select appropriate title)

---

Print or Type Signer's Name

---

Print or Type Signer's Name**CORPORATE SEAL**

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

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full Name of Partnership

---

Address as Prequalified

---

Signature of Witness

---

Signature of Partner

---

Print or Type Signer's Name

---

Print or Type Signer's Name

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

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

---

Full Name of Firm

---

Address as Prequalified

---

Signature of Witness

---

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

---

Print or Type Signer's Name

---

Print or Type Signer's Name

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

**JOINT VENTURE (2) or (3)**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1) \_\_\_\_\_  
Name of Joint Venture

(2) \_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
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*

**CORPORATE SEAL(S)**

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

**INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Prequalified Bidder

---

Individual Name

Trading and Doing Business As

---

Full Name of Firm

---

Address as Prequalified

---

Signature of Witness

---

Signature of Prequalified Bidder, Individual

---

Print or Type Signer's Name

---

Print or Type Signer's Name

**EXECUTION OF BID**  
**NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN CERTIFICATION**  
**INDIVIDUAL DOING BUSINESS IN HIS OWN NAME**

The prequalified bidder, declares (or certifies, verifies, or states) under penalty of perjury under the laws of the United States that neither he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the prequalified bidder has not been convicted of violating *N.C.G.S. § 133-24* within the last three years, and that the prequalified bidder intends to do the work with its own bona fide employees or subcontractors and will not bid for the benefit of another contractor.

By submitting this non-collusion, debarment and gift ban certification, the Contractor is attesting his status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

*N.C.G.S. § 133-32* and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**SIGNATURE OF PREQUALIFIED BIDDER**

Name of Prequalified Bidder \_\_\_\_\_

Print or Type Name

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

\_\_\_\_\_  
Signature of Prequalified Bidder, Individually

\_\_\_\_\_  
Print or Type Signer's Name

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

\_\_\_\_\_  
Print or Type Signer's Name

**DEBARMENT CERTIFICATION**

## Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed 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.:**     **C204824**

**County:**           **Wake County**

ACCEPTED BY THE  
DEPARTMENT OF TRANSPORTATION, NORTH CAROLINA TURNPIKE AUTHORITY

---

Contract Officer

---

NCTA Chief Engineer

---

Date

---

Date

Execution of Contract and Bonds  
Approved as to Form:

---

Attorney General

Signature Sheet (Bid - Acceptance by Department, NCTA)