



PAT McCRORY
Governor

NICHOLAS J. TENNYSON
Secretary

August 23, 2016

Addendum No. 4

Contract No.: C 203474
TIP No.: B-2500B
County: Dare
Project Description: NC 12 - Rodanthe Breach Long Term Improvements (Phase IIb)

RE: Addendum No. 4 to Final RFP

November 15, 2016 Letting

To Whom It May Concern:

Reference is made to the Final Request for Proposals dated June 9, 2016 recently furnished to you on the above project. We have since incorporated changes, and have attached a copy of Addendum No. 4 for your information. Please note that all revisions have been highlighted in gray and are as follows:

On the COVER SHEET, change the date for Technical and Price Proposal Submission to **October 25, 2016** and the date for the Price Proposal Opening to **November 15, 2016**. Please mark through the dates shown on the June 9, 2016 (Labeled) RFP and insert the new dates. This correction must be done in ink and initialed and dated by your Team's primary contractor (reference the attached example). The corrected Final RFP must be used to submit the Price Proposal for return to this office.

The first, second and third pages of the *Table of Contents* have been revised. Please void the first, second and third pages in your proposal and staple the revised first, second and third pages thereto.

Page No. 1 of the *Contract Time and Liquidated Damages* Project Special Provision has been revised. Please void Page No. 1 in your proposal and staple the revised Page No. 1 thereto.

Page No. 2A has been added with a revision to the *Mobilization* Project Special Provision and addition of the *Escalation* Project Special Provision and *Termination of Contract* Project Special Provision. Please add Page No. 2A to your proposal.

Page No. 4 of the *Submittal of Quantities, Fuel Base Index Price and Opt-Out Option* Project Special Provision has been revised. Please void Page No. 4 in your proposal and staple the revised Page No. 4 thereto.

Page No. 7 of the *Alternative Technical Concepts and Confidential Questions* Project Special Provision has been revised. Please void Page No. 7 in your proposal and staple the revised Page No. 7 thereto.



Page No. 11 of the *Schedule of Estimated Completion Progress* Project Special Provision has been revised. Please void Page No. 11 in your proposal and staple the revised Page No. 11 thereto.

Page No. 40 of the *Price Adjustments for Asphalt Binder* Project Special Provision has been revised. Please void Page No. 40 in your proposal and staple the revised Page No. 40 thereto.

Page Nos. 50 and 54 of the *General Section* have been revised. Please void Page Nos. 50 and 54 in your proposal and staple the revised Page Nos. 50 and 54 thereto.

Page No. 80 of the *Structures Scope of Work* has been revised. Please void Page No. 80 in your proposal and staple the revised Page No. 80 thereto.

Page Nos. 93 and 97 of the *Geotechnical Engineering Scope of Work* have been revised. Please void Page Nos. 93 and 97 in your proposal and staple the revised Page Nos. 93 and 97 thereto.

Page Nos. 105, 107, 108 and 113 of the *Environmental Permits Scope of Work* have been revised. Please void Page Nos. 105, 107, 108 and 113 in your proposal and staple the revised Page Nos. 105, 107, 108 and 113 thereto.

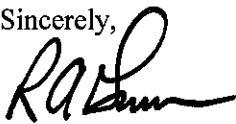
Page Nos. 140 and 141 of the *Utilities Coordination Scope of Work* have been revised. Please void Page Nos. 140 and 141 in your proposal and staple the revised Page Nos. 140 and 141 thereto.

Page No. 147 of the *Signing Scope of Work* has been revised. Please void Page No. 147 in your proposal and staple the revised Page No. 147 thereto.

Page Nos. 255 and 264 of the *Division One Standard Special Provision* have been revised. Please void Page Nos. 255 and 264 in your proposal and staple the revised Page Nos. 255 and 264 thereto.

If you have any questions or need additional information, I can be reached by telephone at (919) 707-6900.

Sincerely,



R.A. Garris, PE
Contract Officer

RAG / dth

FINAL REQUEST FOR PROPOSALS



DESIGN-BUILD PROJECT

TIP B-2500B

June 9, 2016



VOID FOR BIDDING

Initial, Date

October 25, 2016

DATE AND TIME OF TECHNICAL AND PRICE PROPOSAL SUBMISSION: ~~August 30, 2016~~ BY 4:00 PM

DATE AND TIME OF PRICE PROPOSAL OPENING: ~~September 20, 2016~~ AT 2:00 PM

November 15, 2016

CONTRACT ID: C203474

Initial, Date

WBS ELEMENT NO. 32635.3.FR7

FEDERAL-AID NO. BRNHF-0012(56)

COUNTY: Dare

ROUTE NO. NC 12

MILES: 3.0

LOCATION: NC 12 – RODANTHE BREACH LONG TERM IMPROVEMENTS (PHASE IIb)

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

NOTICE:

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

5% BID BOND OR BID DEPOSIT REQUIRED

TABLE OF CONTENTS

COVER SHEET

PROPOSAL SHEETS

PROJECT SPECIAL PROVISIONS

PAGE NO.

Contract Time and Liquidated Damages	1
Other Liquidated Damages and Incentives	1
Payout Schedule	2
Mobilization	2
Escalation	2A
Termination of Contract	2A
Substantial Completion	3
Submittal of Quantities, Fuel Base Index Price and Opt-Out Option	3
Individual Meetings with Proposers	5
Execution of Bid, Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification	5
Submission of Design-Build Proposal	6
Alternative Technical Concepts and Confidential Questions	6
Schedule of Estimated Completion Progress	11
Disadvantaged Business Enterprise	11
Certification for Federal-Aid Contracts	24
Contractor's License Requirements	25
U. S. Department of Transportation Hotline	25
Resource Conservation	25
Subsurface Information	26
Domestic Steel	26
Cooperation between Contractors	27
Bid Documentation	27
Twelve Month Guarantee	30
Permanent Vegetation Establishment	31
Erosion & Sediment Control / Storm Water Certification	31
Procedure for Monitoring Borrow Pit Discharge	37
Clearing and Grubbing	38
Building and Appurtenance Removal / Demolition	39
Pipe Installation	39
Drainage Pipe	40
Price Adjustments for Asphalt Binder	40
Price Adjustments - Asphalt Concrete Plant Mix	41
Bridge Deck Rideability – International Roughness Index (IRI)	41
Field Office	45
Iran Divestment Act	47
Cargo Preference Act	48

GENERAL49

SCOPES OF WORK

Roadway67
Pavement Management78
Structures80
Geotechnical Engineering88
Hydraulics101
Environmental Permits105
GeoEnvironmental114
Transportation Management116
Pavement Markings132
Right of Way134
Utilities Coordination139
Signing145
Erosion and Sedimentation Control149
Public Information164

STANDARD SPECIAL PROVISIONS

Value Engineering Proposals166
Plant and Pest Quarantines167
Gifts from Vendors and Contractors168
Liability Insurance168
State Highway Administrator Title Change169
Subletting of Contract169
Name Change for NCDENR169
Select Granular Material169
Rock and Broken Pavement Fills169
Bridge Approach Fills170
Preparation of Subgrade and Base172
Class IV Aggregate Stabilization172
Aggregate Base Course173
Asphalt Pavements – Superpave173
Asphalt Binder Content of Asphalt Plant Mixes178
Asphalt Plant Mixtures178
Final Surface Testing178
Subsurface Drainage178
Guardrail Anchor Units, Type 350 (TL-3)179
Preformed Scour Hole with Level Spreader Apron179
Street Signs and Markers and Route Markers181
Materials181
Select Material, Class III, Type 3192
Shoulder and Slope Borrow193
Grout Production and Delivery194
Geosynthetics198

Addendum No. 4 August 23, 2016

C203474 (B-2500B)

Table of Contents

Dare County

Temporary Shoring203
Truck Mounted Changeable Message Signs.....214
Grout References for Positive Protection215
Grout References for Utility Manholes.....215
On-the-Job Training.....216
Availability of Funds – Termination of Contracts219
NCDOT General Seed Specifications for Seed Quality220
Errata.....223
Award of Contract.....226
Minority and Female Employment Requirements232
Required Contract Provisions Federal-Aid Construction Contracts235
General Decision NC150104244
Davis-Bacon Decisions Wage Rate Link.....249
Division One250

PROPOSAL FORMS - ITEMIZED SHEET, ETC.

- Itemized Proposal Sheet (TAN SHEET)
- Fuel Usage Factor Chart and Estimate of Quantities
- Listing of DBE Subcontractors
- Execution of Bid, Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification
- Signature Sheet

***** PROJECT SPECIAL PROVISIONS *****

CONTRACT TIME AND LIQUIDATED DAMAGES

07/12/07

DB1 G04A

The date of availability for this contract is **January 3, 2017**, except that the Design-Build Team shall only begin ground disturbing activities as allowed by this Request for Proposals (RFP). The Design-Build Team shall consider this factor in determining the proposed completion date for this project.

The completion date for this contract is defined as the date proposed in the Technical Proposal by the proposer who is awarded the project. The completion date thus proposed shall not be later than **May 1, 2021**.

When observation periods are required by the special provisions, they are not a part of the work to be completed by the completion date and / or intermediate contract times. Should an observation period extend beyond the Final Completion Date proposed by the Design-Build Team in the Technical Proposal, the performance and payment bonds shall remain in full force and effect until the observation period has been completed and the work accepted by the Department.

The liquidated damages for this contract are Five **Thousand Dollars (\$5,000.00)** per calendar day. As an exception to this amount, where the contract has been determined to be substantially complete as defined by the *Substantial Completion* Project Special Provision found elsewhere in this RFP, the liquidated damages will be reduced to Two **Thousand Dollars (\$2,000.00)** per calendar day.

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

Liquidated damages of Five **Thousand Dollars (\$5,000.00)** per calendar day will be applicable to the early date for substantial completion proposed by the bidder. Liquidated damages of **Two Thousand Dollars (\$2,000.00)** per calendar day will be applicable to the final completion date proposed by the bidder where the Design-Build Team has proposed an earlier date for substantial completion.

OTHER LIQUIDATED DAMAGES AND INCENTIVES

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

DB1 G11

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

Liquidated Damages for Intermediate Contract Time #1 for lane narrowing, lane closure, holiday, and special event time restrictions for NC 12 are \$500.00 per 15-minute period or any portion thereof.

In the event that the contract is terminated prior to issuance of all permits necessary to begin construction, all payments made under this Project Special Provision shall be attributed to design / preconstruction costs.

ESCALATION

In the event that the issuance of the last permit required to begin construction is delayed more than 14 months beyond the Date of Availability, and the delay is beyond the control of the Design-Build Team, the Total Lump Sum Amount Bid for the Entire Project shall be adjusted in accordance with the following:

- The Total Lump Sum Amount Bid for the Entire Project shall be adjusted based on the 20-City Construction Cost Index published in the Engineering News Record (e.g. Construction Cost Index of 8950.64 in November 2010). The index value published in the fourteenth month after the Date of Availability shall serve as the baseline index value. If the date of issuance of the last permit required to begin construction is delayed more than 14 months after the Date of Availability, then the index value most recently reported prior to the issuance of the last permit required to begin construction shall be compared to the baseline index value and the Total Amount Bid for the Entire Project shall be adjusted upward or downward by the same percentage change from the baseline index value and the index value most recently reported prior to issuance of the last permit required to begin construction.
- In the event, the date of issuance of the last permit required to begin construction is equal to, or less than, one year beyond the aforementioned 14 months, the adjustment to the Total Amount Bid for the Entire Project shall be limited to a total 5.0% adjustment upward or downward.
- In the unlikely event the date of issuance of the last permit required to begin construction exceeds one year beyond the aforementioned 14 months, the adjustment to the Total Amount Bid for the Entire Project shall be limited to the percentage equal to 5.0% per annum, prorated by month (e.g. 7.5% cap for 18 month delay).

TERMINATION OF CONTRACT

The Design-Build Team's attention is called to the modifications to Article 108-13 of the *Standard Specifications for Roads and Structures*, as made in the Standard Special Provision entitled Division One contained elsewhere in this Request for Proposals.

The Department reserves the right to maintain the contract in effect until such time that a full set of sealed engineered drawings, across all disciplines, are complete and accepted by the Department.

specifically noted in the *Fuel Usage Factor Chart and Estimate of Quantities* sheet will be subject to fuel price adjustments.

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

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

(B) **Base Index Price**

The Design-Build Team’s Estimate of Quantities will be used on the various partial payment estimates to determine fuel price adjustments. The Design-Build Team shall submit a payment request for quantities of work completed based on the work completed for that estimate period. The quantities requested for partial payment shall be reflective of the work actually accomplished for the specified period. The Design-Build Team shall certify that the quantities are reasonable for the specified period. The base index price for DIESEL #2 FUEL is **\$1.4456 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 Price Proposal and the copy of the *Fuel Usage Factor Chart and Estimate of Quantities* sheet are submitted.

(E) **Failure to Submit**

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

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

Confidential Questions

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

Confidential Questions arising prior to issuance of the Final RFP will be allowed during the industry review of the draft RFP with the individual Design-Build Teams. The Department will answer the Confidential Question verbally at the industry review meeting, if possible, and / or through subtle changes in the Final RFP, which will clarify the scope by either allowing or disallowing the request. To the greatest extent possible, the revision will be made in such a manner as to not disclose the Confidential Question.

After the issuance of the Final RFP, Confidential Questions may be asked by requesting a meeting with the State Contract Officer. The request shall be in writing and provide sufficient detail to evaluate the magnitude of the request. Questions shall be of such magnitude as to warrant a special meeting. Minor questions will not be acknowledged or answered. After evaluation, the State Contract Officer will respond to the question in writing to the Design-Build Team and / or through subtle changes in the Final RFP as reflected in an addendum, which will clarify the scope by either allowing or disallowing the request. To the greatest extent possible, the revision will be made in such a manner as to not disclose the Confidential Question.

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

Alternative Technical Concepts

Except as allowed otherwise below, the Design-Build Team may include an ATC in the Technical and Price Proposal only if the ATC has been received by the Department by no later than August 3, 2016 and it has been approved by the Department (including conditionally approved ATCs, if all conditions are met).

The Department will only evaluate ATCs submitted after August 3, 2016 that require a variance solely due to revisions to the Final RFP requirements made as part of Addendum No. 4. ATC's required solely due to revisions to the Final RFP requirements in Addendum No. 4 may be included in the Technical and Price Proposal only if the ATC has been received by the Department by no later than five weeks prior to the deadline for submitting Technical and Price Proposals and it has been approved by the Department (including conditionally approved ATCs, if all conditions are met).

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

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

To the greatest extent possible, the Department will review Preliminary ATCs within ten business days of submittal and provide written comments that include one of the responses noted below. The Department’s response to a Preliminary ATC submittal will be either (1) that the Preliminary ATC is denied; (2) that the Preliminary ATC would be considered as a Formal ATC if the Team so elects to pursue a Formal ATC submission; (3) that an ATC is not required; (4) a documented question has been received outside of the ATC process on the same topic and the RFP will be revised to address that question; (5) more than one ATC has been received on the same topic and the Department has elected to exercise its right to revise the RFP; or (6) that the ATC takes advantage of an error or omission in the RFP or other documents incorporated into the contract by reference, in which case the ATC will not be considered and the RFP will be revised to correct the error or omission. The Department in no way warrants that a favorable response to a Preliminary ATC submittal will translate into a favorable response to a Formal ATC submittal. Likewise, a favorable response to a Preliminary ATC submittal is not sufficient to include the ATC in a Technical Proposal.

SCHEDULE OF ESTIMATED COMPLETION PROGRESS

(9-1-11) (Rev. 8/3/15)

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, is as follows:

<u>Fiscal Year</u>	<u>Progress (% of Dollar Value)</u>
2017 (07/01/16 – 06/30/17)	8% of Total Amount Bid
2018 (07/01/17 – 06/30/18)	25% of Total Amount Bid
2019 (07/01/18 – 06/30/19)	27% of Total Amount Bid
2020 (07/01/19 – 06/30/20)	21% of Total Amount Bid
2021 (07/01/20 – 06/30/21)	19% of Total Amount Bid

The Design-Build Team shall also furnish its own progress schedule in accordance with Article 108-2 of the 2012 *Standard Specifications for Roads and Structures*. Any acceleration of the progress as shown by the Design-Build Team's progress schedule over the progress as shown above shall be subject to the approval of the Engineer.

DISADVANTAGED BUSINESS ENTERPRISE

(12-1-13)(Rev. 1-8-16)

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.

DRAINAGE PIPE

(9-1-11)

DB3 R36

Description

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

All pipe types are subject to the maximum and minimum fill height requirements as found on Roadway Standard Drawing No. 300.01 - Sheet 3 of 3. The appropriate Reinforced Concrete Pipe class and the appropriate gage thickness for Corrugated Aluminum Alloy Pipe and Aluminized Corrugated Steel Pipe shall be selected based on fill height.

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

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

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

PRICE ADJUSTMENTS FOR ASPHALT BINDER

(9-1-11)

DB6 R25

Price adjustments for asphalt binder for plant mix will be made in accordance with Section 620 of the 2012 *Standard Specifications for Roads and Structures*.

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

The base price index for asphalt binder for plant mix is **\$345.71** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **August 1, 2016**.

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

OVERVIEW

The Design-Build Project, B-2500B realigns NC 12 from north of Laura Lane to approximately 1.8 miles north of the southern Pea Island National Refuge boundary with Rodanthe, a distance of approximately 3.0 miles. The proposed improvements consist of a two-lane roadway primarily on an approximately 2.5-mile bridge in the Pamlico Sound in Dare County.

Project services shall include, but are not limited to:

- **Design Services** – completion of construction plans, including Record Drawings
 - **Construction Services** – necessary to build and ensure workmanship of the designed facility
 - **Permit Preparation / Application** - development of all documents for required permits
 - **Right of Way** – acquisition of right of way necessary to construct project
 - **As-Constructed Drawings**
 - **As-Built Plans**
- ✓ The B-2500B – Phase IIb Environmental Assessment and Section 4(f) Evaluation was approved on December 3, 2013.
 - ✓ The Revised B-2500B – Phase IIb Environmental Assessment and Section 4(f) Evaluation was approved on May 24, 2016.

NCDOT is currently developing the B-2500B – Phase IIb Record of Decision which is anticipated to be approved in **October 2016**. It is important for Proposers to note, at this time, the proposed Project remains in the environmental process and that final environmental approvals have not been secured. Additional alternatives, including a no-build alternative, are always considered in the environmental process, and it is possible that the project scope may need to be modified to comply with the environmental process, or that a no-build alternative may be adopted. Nothing contained in the RFP is intended to modify, limit, or otherwise constrain the environmental process or commit NCDOT to undertake any action with respect to this project.

Construction Engineering Inspection will be provided by the NCDOT Division personnel or will be performed under a separate contract.

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 a two-lane roadway from north of Laura Lane

<https://connect.ncdot.gov/projects/roadway/pages/private-engineering-firm-resources.aspx>

ETHICS POLICY

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

APPROVAL OF PERSONNEL

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

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

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

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

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

SUBMITTAL OF TECHNICAL AND PRICE PROPOSALS

Technical and / or Price Proposals that do not adhere to all the requirements noted below may be considered non-responsive and may result in the Department not considering the Design-Build Team for award of the contract or reading their Price Proposal publicly.

GENERAL

Technical and Price Proposals will be accepted until **4:00 p.m. Local Time on Tuesday, October 25, 2016**, at the office of the State Contract Officer:

STRUCTURES SCOPE OF WORK (8-23-16)

Unless noted otherwise elsewhere in this RFP, all elevations referenced throughout this Request for Proposals (RFP) are referenced to the North American Vertical Datum of 1988 (NAVD 88).

Project Details

The Design-Build Team shall design and construct a bridge on new location over the Pamlico Sound from the Town of Rodanthe to existing NC 12 north of Rodanthe. Throughout this RFP, the section of the aforementioned bridge from Station 23+39.12 -L- to Station 147+26 -L- shall be referred to as the main bridge. The Design-Build Team shall design and construct bridge transition sections on both ends of the main bridge. These transition sections shall be designed to reduce the grade from the main bridge to an elevation no higher than 14.0 and no lower than 10.0. Retaining walls may be used at the end of each transition span to return to existing grade.

The section of the main bridge located outside the Pea Island National Wildlife Refuge and the Cape Hatteras National Seashore, shall not encroach outside the right of way limits shown on the Bonner Bridge Replacement Project Phase IIB 2014B Revised Bridge on New Location Alternative Map provided by the Department. (Reference the Roadway Scope of Work found elsewhere in this RFP)

The Design-Build Team shall design and construct the main bridge such that the future extensions noted below can occur without disruption of traffic on the main bridge. The Design-Build Team shall describe the structure details that will accommodate the future main bridge extension noted below in the Technical Proposal.

- The Design-Build Team shall design and construct the main bridge such that it can be extended northward in the future with the last span of the main bridge remaining in place.
- The Design-Build Team shall design and construct the main bridge such that it can be extended northward along the -L- Line tangent alignment between Station 44+69.79 -L- and Station 113+34.26 -L-.
- The Design-Build Team shall design and construct the main bridge such that it can be extended northward, as noted above, while maintaining a temporary two-lane two-way traffic pattern, consisting of minimum 11-foot lanes with minimum two-foot barrier offsets, on the bridge.

Except as allowed otherwise below, the low chord elevation of the main bridge shall be 17 feet mean sea level (MSL) or higher. The main bridge superstructure subjected to wave forces shall be kept to a minimum, resulting in an allowable reduction of the aforementioned main bridge minimum vertical clearance for a maximum distance of 300 feet from each end of the bridge. The Design-Build Team shall indicate the distance on each end of the main bridge with a low chord elevation less than 17 feet MSL in the Technical Proposal. The transition sections shall provide a minimum vertical clearance of four feet above natural ground to allow for bridge inspection access.

The requirements for vessel impact will not apply to the bridge transition sections.

In accordance with AASHTO Guide Specifications for Bridges Vulnerable to Coastal Storms, all components of the main bridge, transition sections and retaining walls below elevation

PDA tested piles shall match pile wait times used for restrike PDAs within that bent. Pile installation procedures for piles without PDA tests shall be consistent with those used on PDA test piles within that bent.

Resistance Factors

For dynamic pile analysis, the Design-Build Team may use a resistance factor of 0.8, for all load cases, for driven piles within 1,000.00 feet of a static load test pile tested and accepted in accordance with this Scope of Work. For piles further than 1,000.00 feet from an accepted static load test, the Design-Build Team shall use resistance factors as outlined in the NCDOT *LRFD Driven Pile Foundation Design Policy*, except that a dynamic resistance factor higher than 0.75 shall not be used for any load case.

For drilled piers, the Design-Build Team may use a resistance factor of 0.7, for all load cases, for piers within 1,000.00 feet of a static load test drilled pier tested and accepted in accordance with this Scope of Work. For drilled piers further than 1,000.00 feet from an accepted static load test, the Design-Build Team shall design drilled piers in accordance with the procedures and resistance factors for piers without load testing as described in the latest version of AASHTO LRFD Bridge Design Specifications, except that resistance factors higher than those in Table 10.5.5.2.4-1 shall not be used for any load case. Drilled pier base grouting shall only be used for production piers within 1,000.00 feet of a static load test drilled pier with base grouting tested and accepted in accordance with this Scope of Work. Grouting shall not be used to improve skin friction for drilled piers.

Pile Driving Stresses and Equipment

Limit pile driving compressive stresses for prestressed concrete piles with solid pile heads in accordance AASHTO *LRFD Bridge Design Specifications* for all stages of pile driving.

For all stages of pile driving, limit pile driving compressive stresses for prestressed concrete cylinder piles or square prestressed concrete piles with voided pile heads to:

$$\sigma_{dr} = \phi_{da}(0.66f'_c - f_{pe})$$

Where:

σ_{dr} = driving stress in concrete (ksi)

ϕ_{da} = 1.00 (AASHTO LRFD 5.5.4.2 and Table 10.5.5.2.3-1)

f'_c = compressive strength of the concrete (ksi)

f_{pe} = effective prestressing stress in concrete (ksi)

For all prestressed concrete piles, limit tensile driving stress during all stages of pile driving in accordance with AASHTO *LRFD Bridge Design Specifications* and NCDOT *LRFD Driven Pile Foundation Design Policy* for Severe Corrosive Environments.

Use pile cushions that match the pile head cross-section shape. Do not cover pile head voids with pile cushions. To prevent damaging water or air pressure from

C. Permanent Retaining Wall Structures

The Department has coordinated with the North Carolina Division of Coastal Management (DCM) about the use of retaining walls for previous portions of this project. The DCM has determined that small retaining walls are not in conflict with the Coastal Area Management Act (CAMA), Chapter 7 of the North Carolina Administrative Code (NCAC), and the State Dredge and Fill Law.

Permanent retaining walls may only be used at each approach embankment and end bent. The requirements for permanent retaining walls specified in this scope of work are not applicable to end bent backwalls and associated wingwalls. If retaining walls are used, provide ample room between the wall and the edge of easement to ensure that future maintenance or repair work can be performed from within the easement.

For retaining walls, use a wall Design Scour Elevation no higher than Elevation 0.0 feet.

Design and construct permanent retaining walls as prestressed concrete sheet pile walls in accordance with the applicable NCDOT Special Provisions and policies. For each retaining wall submit a wall layout and design. The wall layout submittal must include the following:

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

Submit global stability calculations for slopes at retaining walls and obtain acceptance from the NCDOT Geotechnical Engineering Unit prior to construction. Slopes behind walls shall be 3:1 (H:V) or flatter.

Sags in the top of walls are not permissible. Direct runoff above and below walls away from walls, if possible.

Precast or cast-in-place coping shall be required for walls with the exception of when a barrier is integrated into the top of the wall.

ENVIRONMENTAL PERMITS SCOPE OF WORK (8-23-16)**General**

The Design-Build Team shall be responsible for preparing all documents necessary for the Department to obtain the environmental permits required for the project construction. Permit applications shall be required for the: US Coast Guard authorization (Advance Approval or Permit), US Army Corps of Engineers (USACE) Section 404 Permit, the NC Department of Environmental Quality (DEQ), Division of Water Resources (DWR) Section 401 Water Quality Certification, and Division of Coastal Management (DCM) Coastal Area Management Act (CAMA) Major Development Permit and Dredge and Fill Permit.

Unless allowed otherwise elsewhere in this RFP, the Design-Build Team shall not begin ground-disturbing activities, including utility relocation in jurisdictional areas until the environmental permits noted above have been issued.

Outside the Pea Island National Wildlife Refuge and the Cape Hatteras National Seashore properties, the Design-Build Team may perform geotechnical investigative borings covered under a Nationwide Permit No. 6 prior to obtaining the environmental permits provided (1) the Design-Build Team coordinates with the Design-Build Unit to determine if a Preconstruction Notification (PCN) is required for the Nationwide Permit No. 6 and (2) if a PCN is required, the Design-Build Team shall submit all necessary documents and forms to the Design-Build Unit 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 adhered to, and the Division of Coastal Management approval has been obtained.

Outside the Pea Island National Wildlife Refuge and the Cape Hatteras National Seashore properties, the Design-Build Team may begin utility relocation work prior to obtaining the aforementioned permits provided that (1) the Department is notified in writing prior to these activities; (2) such activities are outside jurisdictional resources; (3) a meeting is held with the NCDOT and permitting agencies prior to beginning work, if necessary; and (4) the Division of Coastal Management approval has been obtained.

Within the Pea Island National Wildlife Refuge and the Cape Hatteras National Seashore properties, the Design-Build Team shall not begin any ground-disturbing activities, including but not limited to geotechnical investigative borings or utility relocation until the Special Use Permits have been issued. The Design-Build Team shall prepare all documents and forms necessary for the Department to obtain the US Fish and Wildlife Service and the National Park Service (NPS) Special Use Permits (SUP) for impacts to the Pea Island National Wildlife Refuge and the Cape Hatteras National Seashore properties; and submit them to the Design-Build Unit. (Reference the Roadway Scope of Work found elsewhere in this RFP) As part of the NPS SUP the Design-Build Team shall abide by all the terms and conditions of the latest annual NPS Hurricane Plan and follow all directives issued by the NPS Incident Command. The Design-Build Team shall also coordinate with the Design-Build Unit to determine if a Preconstruction

requirements and expectations, and to address permit conditions. Every effort shall be made to have this meeting prior to submitting the permit application. The Design-Build Team shall contact PDEA-NES in order to schedule these field reviews.

Any variations in the Department's proposed design and / or construction methods that nullify any Concurrence Points obtained or decisions reached between the Department and the environmental agencies; and / or require additional coordination with the environmental agencies shall be the sole responsibility of the Design-Build Team. The Department will not allow any contract time extensions or compensation associated with this additional coordination. The Design-Build Team shall follow the appropriate details in the document titled *Section 404 / NEPA Merger Process Information* which can be found on the website noted below:

<https://connect.ncdot.gov/resources/Environmental/Compliance%20Guides%20and%20Procedures/Section404NEPAMergerProcessInformation.pdf>

Unless stipulated otherwise in the Technical Proposal, the Department will schedule the pre-4B, 4B and 4C meetings for January 2017, May 2017 and August 2017, respectively. The Design-Build Team shall clearly identify in their Technical Proposal what months they would like the Department to schedule these meetings. Failure on the part of the Design-Build Team to meet these dates shall place all responsibility for delays resulting from missing these dates solely in the hands of the Design-Build Team.

Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall be bound by the terms of all signed planning documents, and approved minutes and commitments of all concurrence meetings, and shall be held accountable for meeting all permit conditions. The Design-Build Team shall be required to staff any personnel necessary to provide permit compliance.

Unless noted otherwise elsewhere in this RFP, the Department will not honor any requests for additional contract time or compensation for any efforts required in order to obtain any permit or permit modification, including but not limited to public involvement, additional design effort, additional construction effort and / or additional environmental agency coordination and approvals.

Major Permit Application Process

It shall be the Design-Build Team's responsibility to acquire information and prepare permit drawings that reflect the impacts and minimization efforts resulting from the Merger Process and as designed by the Design-Build Team. Further it shall be the Design-Build Team's responsibility to provide these permit impact sheets (drawings) depicting the design and construction details to the Department as part of the permit application. The Design-Build Team shall be responsible for developing the permit application for all jurisdictional impacts, including but not limited to CAMA Areas of Environmental Concern impacts, Pea Island National Wildlife Refuge impacts and National Park Service impacts. The permit applications shall include all utility relocations required by the project. At a minimum, the permit application shall consist of the following:

- Cover Letter
- Minutes from the 4B and 4C meetings
- Permit drawings (with and without contours)
- Wetland Permit Impact Summary Sheets
- Half-size plans
- Completed forms (USCG, CAMA, PCN, ENG 4345, SUP, etc.) appropriate for impacts
- Division of Mitigation Acceptance Letter
- Mitigation Plan (if required by the Design-Build Team's design and / or construction methods)
- Adjacent riparian landowner letters

The Department will re-verify and update, as needed, the required environmental data that expires prior to the completion of the activity causing the impact in the jurisdictional areas. These include, but are not limited to, federally protected species, re-verification of wetland jurisdictional areas, historic and archaeological sites, and 303d (impaired) streams.

The Department will provide preliminary mapping or aerial photography depicting areas of approximately six-foot water depth in which Submerged Aquatic Vegetation (SAV) is likely to be found. The Department will be responsible for any additional SAV surveys or ground-truthing that may be required prior to submittal of the permit application. The SAV limits will be verified by the environmental agencies and provided to the Design-Build Team for incorporation into the permit applications.

Depending on the Design-Build Team's final alignment and / or approach to construction staging and access, a revised Section 7 Consultation may be necessary. The Design-Build Team shall be responsible for assembling all pertinent information required for determining the need for a re-initiation of the Section 7 Consultation, and if applicable, the Section 7 Consultation. In addition, the Design-Build Team shall draft and submit a letter to the Design-Build Unit for the Project Development & Environmental Analysis Unit's (PDEA) review and FHWA's signature, requesting concurrence from the US Fish and Wildlife Service (USFWS) and the National Marine Fisheries Service, as necessary, to document compliance with Section 7 of the Endangered Species Act for those species requiring such concurrence. (For other endangered or threatened species guidelines / requirements, that shall be adhered to, reference the B-2500 ROD, the B-2500A ROD, the B-2500B Phase IIb Environmental Assessment and Section 4(f) Evaluation, the Revised B-2500B Phase IIb Environmental Assessment and Section 4(f) Evaluation, the B-2500B Phase IIb ROD when issued, the Biological and Conference Opinions and subsequent amendments, as well as other documentation from the US Fish and Wildlife Service and the National Marine Fisheries Service relating to Section 7 of the Endangered Species Act.)

The Design-Build Team shall submit one permit application package for the entire project. The Design-Build Team shall not submit multiple applications to develop a "staged permitting" process to expedite construction activities in a phased fashion.

Direct coordination among the Design-Build Team, the Design-Build Unit, Resident Engineer, Division Environmental Officer (DEO) and the Project Development and Environmental

All work by the Design-Build Team must be accomplished in strict compliance with the plans submitted with the permit applications and in compliance with all conditions of the permits and certifications 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 permits and certifications.

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 B-2500 ROD, the B-2500A ROD, the Revised B-2500B – Phase IIb Environmental Assessment (EA) and Section 4(f) Evaluation, the B-2500B Phase IIb ROD when issued, Biological and Conference Opinions and subsequent amendments, all permits, interagency meetings, and site visits. The Design-Build Team will not be responsible for the commitments contained in the Section 106 Programmatic Agreement or Project Commitment Nos. 1, 6, 7, 24, 28, 29, 30, 32 and 34 in the Revised B-2500B Phase IIb EA and Section 4(f) Evaluation. The Design-Build Team will not be required to jet all bridge piles in open water to the tip elevation as required by Project Commitment No. 5. If the B-2500B – Phase IIb Record of Decision includes any commitments that are not also included in the Revised B-2500B – Phase IIb Environmental Assessment and Section 4(f) Evaluation, any additional design effort and / or construction effort required to adhere to the new commitments will be paid for as extra work in accordance with Subarticle 104-8(A) of the 2012 *Standard Specifications for Roads and Structures*.

If the Design-Build Team discovers any previously undocumented historic or archeological remains while accomplishing the authorized work, they shall immediately notify, in writing, the NCDOT Archaeology Supervisor and NCDOT Project Development Engineer, as listed below, who will initiate any required State / Federal coordination after a timely initial assessment. The Design-Build Team shall also immediately notify a representative from the Design-Build Unit. 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 Mr. Matthew Wilkerson, NCDOT Archaeology Group Leader at (919) 707-6089, or Mr. Brian Yamamoto, PE, NCDOT Project Development Group Supervisor (919) 707-6051.

obtain approval from the agencies. The Design-Build Team shall be responsible for all permit fees.

Designs shall be coordinated with the NCDOT Utilities Unit and the utility owners or their representatives. In .pdf format, the Design-Build Team shall electronically submit one half-size set and one full size set of utility construction drawings to the State Utilities Manager, via the Design-Build Unit, for further handling. Each set shall include a title sheet, plan sheets, profiles and special provisions, if required. Once approved by the State Utilities Manager, the plans, with the appropriate agreement, will be sent to the utility owner for their review and concurrence.

The relocation of all water facilities shall be done in accordance with the NCDOT policies and the latest Dare County water design requirements / specifications. In the event of conflicting design parameters in the requirements noted above, the proposed design shall adhere to the most conservative values. The materials and appurtenances proposed by the Design-Build Team shall require approval by both NCDOT and the utility owner prior to installation.

All Other Utility Relocation Plans

In the event of any other utility conflict, the Design-Build Team shall request that the utility company submit relocation plans (Highway Construction Plans to be provided by the Design-Build Team to utility owners) that show existing utilities and proposed utility relocations for approval by the NCDOT.

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 Utility Manager, via the Design-Build Unit, for review and approval prior to relocation work beginning. The Design-Build Team shall also be responsible for submitting the appropriate agreements to be used with the Utility Relocation Plans (See Agreements found elsewhere in this scope of work). After the review process is complete, the NCDOT Utilities Unit will submit an electronic copy of the authorization letter to the Design-Build Team. The NCDOT Utilities Unit will also submit an electronic copy of the approved Utility Relocation Plans, estimate and agreement to the Department's Resident Engineer. If the Utility Relocation Plans are approved subject to changes, it shall be the Design-Build Team's responsibility to coordinate these changes with the appropriate utility owner.

Cost Responsibility

The Design-Build Team shall be responsible for all costs associated with relocating water facilities as described in the Water Section of this Scope of Work.

The NCDOT will be responsible for all other non-betterment utility relocation cost when the utility company has prior rights of way / compensable interest. The utility company shall be responsible for the relocation costs if they 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. 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.

Compensable Interest

Typically, affidavits, recorded easements or NCDOT agreements can serve as evidence of prior rights. A compensable interest is identified as follows:

- (A) Existing or prior easement rights within the limits of the project, either by recorded right of way or adverse possession (Utility occupying the same location for twenty (20) plus years outside the existing highway rights of way).
- (B) Entities covered under *General Statute 136-27.1* and *136-27.2*. Statute requires the NCDOT to pay the non-betterment cost for certain water, sewer and gas relocations.
- (C) Utilities that have a joint-use agreement that constitutes a compensable interest with entities that have existing or prior easements rights within the project limits.

Work Performed by Design-Build Team for Utility Owners

If the Design-Build Team elects to make arrangements with a utility owner for proposed utility construction, in which the utility owner shall be responsible for the costs of work to be performed by the Design-Build Team, the Design-Build Team shall be responsible for negotiating all costs associated with the proposed construction. Once the Design-Build Team and the utility owner agree on a plan and a lump sum estimated cost for the utility construction, the Design-Build Team shall electronically submit one half-size set and one full size set of the utility construction drawings, in .pdf format, to the State Utilities Manager, via the Design-Build Unit, for further handling. Each set shall include a title sheet, plan sheets, profiles and special provisions, if required. Also, a letter from the utility owner agreeing to the plans and lump sum cost must accompany this package. The NCDOT will reimburse the Design-Build Team the estimated lump sum cost under a Supplemental Agreement. The necessary Utility Agreement to the utility owner for reimbursement shall be a two party agreement between the NCDOT and the utility owner; and will be developed and executed by the Department.

If the Design-Build Team is requested, in writing, by a utility company to relocate facilities not impacted by the project's construction, and / or upgrade or incorporate new facilities as part of the highway construction, designs shall be coordinated with the utility owner and the 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.

Unless approved otherwise by the Department, the vertical mounting height for bridge mounted signs shall be a minimum of seven feet and maximum of eight feet from the bridge deck to the bottom of the sign.

All bridge mounted signs shall be mounted behind the bridge rail.

The Design-Build Team shall not use U-channel posts to mount bridge mounted signs.

Speed Limit

The Design-Build Team shall coordinate the mainline posted speed limits and sign locations on the bridge with the Regional Traffic Engineer.

Sign Locations

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

To the maximum extent practical, the Design-Build Team shall limit or avoid the use of road signs adjacent to plover nesting or foraging areas. (Reference the Revised B-2500B Phase IIB Environmental Assessment and Section 4(f) Evaluation Project Commitments)

The Design-Build Team shall coordinate all proposed sign designs and locations with the Department.

The Design-Build Team shall relocate 1) the existing Pea Island National Wildlife Refuge sign and supports, and 2) the existing Chicamacomico Lifesaving Station mileage sign and supports to locations near the project northern terminus. The Design-Build Team shall coordinate the relocation of both signs with the US Fish and Wildlife. The Design-Build Team shall design and install revised mileage on the relocated Chicamacomico Lifesaving Station sign.

Ground Mounted Sign Supports

The Design-Build Team shall locate, design and install all ground mounted sign supports.

The Design-Build Team shall design, fabricate and install ground mounted signs supports in accordance with the revised NCDOT Roadway Standard Drawing No. 903D10, Sheets 1 and 2 of 3, dated July 26, 2013. The aforementioned revised Roadway Standard Drawing and 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>

Unless approved otherwise by the Department, the vertical mounting height for ground mounted 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.

- signature. If the individual operates under a firm name, the bid shall be signed in the name of the individual doing business under the firm name.
- b. If the Price Proposal is by a corporation, it shall be executed in the name of the corporation by the President, Vice President, or Assistant Vice President. It shall be attested by the Secretary or Assistant Secretary. The seal of the corporation shall be affixed. If the Price Proposal is executed on behalf of a corporation in any other manner than as above, a certified copy of the minutes of the Board of Directors of said corporation authorizing the manner and style of execution and the authority of the person executing shall be attached to the Price Proposal or shall be on file with the Department.
 - c. If the Price Proposal is made by a partnership, it shall be executed in the name of the partnership by one of the general partners.
 - d. If the Price Proposal is made by a limited liability company, it shall be signed by the manager, member, or authorized agent and notarized.
 - e. If the Price Proposal is made by a joint venture, it shall be executed by each of the joint venturers in the appropriate manner set out above. In addition, the execution by the joint venturers shall appear below their names.
 - f. The Price Proposal execution shall be notarized by a notary public whose commission is in effect on the date of execution. Such notarization shall be applicable both to the Price Proposal and to the Non-Collusion Affidavit, Debarment Certification and Gift Ban Certification that is part of the signature sheets.
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 envelope and shall have been delivered to and received by the Department prior to the time specified in the Request for Proposals.

Page 1-18, Article 102-10, 3rd paragraph, delete the fifth sentence and replace with the following:

The condition of the bid bond or bid deposit is: the Principal shall not withdraw its bid within 100 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 notice of award is received by him, give payment and performance bonds with good and sufficient surety as required for the faithful performance of the contract and for the protection of all persons supplying labor and materials in the prosecution of the work.

contract date will be based on the number of calendar days the completion date or intermediate completion date is impacted as determined by the Engineer's analysis.

Pages 1-71, delete Subarticle 108-10(B)(1) in its entirety.

Page 1-75, Article 108-13, delete bullet (E)(2) in its entirety.

Page 1-75, Article 108-13, add the following:

(F) In the event that the contract is terminated prior to issuance of all permits necessary to begin construction, cumulative payments made to the Design-Build Team under Article 108-13(E) shall not exceed the design / preconstruction costs. In such case, all completed or partially completed work products shall become the property of the Department including but not limited to, geotechnical investigation boring logs, inventory, recommendations, hydraulic models and recommendations, as well as all design files, plans and specifications prepared in anticipation of construction. These work products shall be submitted in both hard copy and usable electronic format.

SECTION 109 MEASUREMENT AND PAYMENT

Page 1-76, Article 109-2, delete the last sentence of the 1st paragraph and replace with the following:

Payment to the Design-Build Team will be made only for the work completed, certified and accepted in accordance with the terms of the contract.

Pages 1-81, delete Article 109-4(A) and replace with the following:

109-4 PARTIAL PAYMENTS

(A) General:

Partial payments will be based upon progress estimates prepared by the Engineer at least once each month on the date established by the Engineer. Partial payments may be made twice each month if in the judgment of the Engineer the amount of work performed is sufficient to warrant such payment. No partial payment will be made when the total value of work performed since the last partial payment amounts to less than \$10,000.00. Partial payments will be approximate only and will be subject to correction in the final estimate and payment.

When the contract includes one lump sum price for the entire work required by the contract, partial payments for the lump sum design-build price shall be based on a certified Schedule of Values submitted by the successful Design-Build Team and approved by the Engineer. The certification shall indicate the Design-Build Team has reviewed the information submitted and the information accurately represents the work performed for which payment is requested. The certified Schedule of Values shall be submitted no later than 30 calendar days after the date of award. Each item on the certified Schedule of Values shall be assigned a cost and quantity and shall be identified as an activity on the progress schedule. A revised certified Schedule of Values shall be submitted with each update of the Progress schedule as described in Article 108-2, and as modified herein, or when requested by the Engineer. A certified copy of the Table of Quantities shall also be submitted with each payment request. The certification of the Table of Quantities shall indicate the Design-Build Team has reviewed the information submitted and the information accurately represents the materials for the work performed for which payment is requested.

When the contract includes lump sum items for portions of the work required by the contract, and the applicable section of the Specifications or Request for Proposals specify the means by which the total amount bid be included in the partial pay estimates, the