



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

June 6, 2018

Addendum No. 1

Contract No.: C204137
TIP No.: R-2247EB
Counties: Forsyth
Project Description: Future I-74 - Winston-Salem Northern Beltway Interchange at US 52

RE: Addendum No. 1 to Final RFP

July 17, 2018 Letting

To Whom It May Concern:

Reference is made to the Final Request for Proposals dated May 2, 2018 recently furnished to you on the above project. We have since incorporated changes, and have attached a copy of Addendum No. 1 for your information. Please note that all revisions have been highlighted in gray and are as follows:

The 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. 5 of the *Submittal of Quantities, Fuel Base Index Price and Opt-Out Option* Project Special Provision has been revised. Please void Page No. 5 in your proposal and staple the revised Page No. 5 thereto.

Page No. 50 of the *Price Adjustment for Asphalt Binder* Project Special Provision has been revised. Please void Page No. 50 in your proposal and staple the revised Page No. 50 thereto.

Page No. 120 of the *Architectural Concrete Surface Treatment* Project Special Provision has been revised. Please void Page No. 120 in your proposal and staple the revised Page No. 120 thereto.

Page No. 148 of the *Roadway Scope of Work* has been revised. Please void Page No. 148 in your proposal and staple the revised Page No 148 thereto.

Page Nos. 199 - 203 of the *Hydraulics* Scope of Work have been revised. Please void Page Nos. 199 - 203 in your proposal and staple the revised Page Nos. 199 - 203 thereto.

Page No. 239 of the *Right of Way* Scope of Work has been revised. Please void Page No. 239 in your proposal and staple the revised Page No. 239 thereto.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
CONTRACT STANDARDS AND
DEVELOPMENT UNIT
1591 MAIL SERVICE CENTER
RALEIGH, NC 27699-1591

Telephone: (919) 707-6900
Fax: (919) 250-4119
Customer Service: 1-877-368-4968

Website: www.ncdot.gov

Location:
CENTURY CENTER COMPLEX
ENTRANCE B-2
1020 BIRCH RIDGE DRIVE
RALEIGH, NC 27610

Page No. 263 of the *Structures* Scope of Work has been revised. Please void Page No. 263 in your proposal and staple the revised Page No. 263 thereto.

Page Nos. 288 and 290 of the *Utilities Coordination Scope of Work* have been revised. Please void Page Nos. 288 and 290 in your proposal and staple the revised Page Nos. 288 and 290 thereto.

Page Nos. 331 – 336 of the *Title VI and Nondiscrimination* Standard Special Provision have been revised. Please void Page Nos. 331 – 336 in your proposal and staple the revised Page Nos. 331 – 336 thereto.

Page Nos. 336a – 336d have been added to the *Title VI and Nondiscrimination* Standard Special Provision. Please add Page Nos. 336a – 336d to your proposal.

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

Sincerely,

DocuSigned by:

F81B6038A47A442...
Ronald E. Davenport, Jr., PE
State Contract Officer

RED / kbc

cc: Ron Hancock, PE
Pat Ivey, PE
Teresa Bruton, PE
Karen Capps, PE
File

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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

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 **\$2.4505** 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.

INDIVIDUAL MEETINGS WITH PROPOSERS

(9-1-11)

DB1 G048

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

After issuance of the First Industry Draft RFP, the Department will attempt to arrange a meeting between each individual proposer and the affected utility owners.

The Department will afford each proposer one additional meeting with the Department (maximum two-hour time limit) to discuss project specifics and address the proposer’s concerns and questions. This meeting may occur at any time after the first Question and Answer Session with the proposers and before two weeks prior to the Technical and Price Proposals submittal

Construction of Cement Treated Base Course

The Design-Build Team shall construct the Cement Treated Base Course as specified in Section 540 of the North Carolina Department of Transportation 2018 *Standard Specifications for Roads and Structures* except that Articles 540-5, 540-7 and 540-13 do not apply.

Unconfined Compressive Strength

For Cement Treated Base Course, the Design-Build Team shall make field specimens, cure them for seven days and test them in the laboratory. The minimum and maximum acceptable unconfined compressive strength for soil cement shall be 450 psi and 850 psi, respectively. 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 test results for review and acceptance.

PRICE ADJUSTMENTS FOR ASPHALT BINDER

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

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*.

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 **\$501.67** per ton.

This base price index represents an average of F.O.B. selling prices of asphalt binder at supplier's terminals on **June 1, 2018**.

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:

WORKING DRAWINGS

In accordance with Article 1077-2 of the 2018 *Standard Specifications for Roads and Structures*, submit casting drawings for the precast face panels for approval prior to casting. Show the inserts, method of handling, and support details used for transportation on casting drawings. Submit metalwork fabrication drawings for approval prior to fabrication of steel wall components. Submit an erection plan and concrete face panel placing plan, including location of various heights of panels, for review and acceptance prior to fabrication of metalwork. Submit five sets of detail drawings for review and acceptance.

ARCHITECTURAL CONCRETE SURFACE TREATMENT

(1-28-15) (Rev. 11-16-17)

1.0 GENERAL

The work covered by this Project Special Provision shall consist of constructing a stained, simulated stone masonry textured surface on both faces of pre-cast concrete panels used in sound barrier walls and the **visible face** of retaining walls, excluding MSE walls, as indicated on the plans developed by the Design-Build Team and herein. The Design-Build Team shall furnish all materials, labor, equipment and incidentals necessary for the construction of architectural concrete surface treatment using simulated stone masonry form liners (molds) and a compatible concrete coloring system.

The Design-Build Team shall use the same source of form liner and color stains for all sound barrier wall panels and retaining walls, excluding MSE walls. The architectural concrete surface treatment shall match the appearance (stone size, stone shape, stone texture, pattern and relief) of natural stone to resemble an ashlar stone pattern on the face of retaining walls and **on both sides** of sound barrier wall panels to match the Grey Palette Color # FS 36270 found in the *Federal Standard 595B – Colors Used in Government Procurement*. For sound barrier walls, all texture shall be in addition to the nominal thickness of the wall panels of four inches \pm ¼ inch. Maximum relief of the textured surface shall be 1¼ inch or less. The top 1'-0" of the top panel within each sound barrier wall segment shall have a smooth, non-textured and non-stained finish to resemble faux coping. Concrete columns shall remain unstained in their natural concrete color. There shall be an appreciable contrast between the colors of the unstained concrete columns and the stained panels. For information purposes only, sources of form liners in the ashlar stone pattern include, but are not limited to:

Scott System, Inc.
10777 E. 45th Avenue
Denver, Colorado 80239
<http://www.scottsystem.com/>
Pattern: Ashlar Stone # 167B

construct all drainage features, including but not limited to cross pipes, median drainage and drainage structures, required within the grading limits.

- The Department prefers that all directional movements at the mainline / US 52 interchange to be designed and constructed to meet the highest design speed possible. Unless noted otherwise elsewhere in this RFP, all movements at the mainline / US 52 interchange and the mainline / NC 65 interchange shall be designed and constructed to meet the minimum design speeds shown on the *R-2247EB Minimum Design Speed Figure* provided by the Department.
- ****NOTE**** Deleted bullet regarding minimum design speed for -RPDB-.
- Unless required otherwise elsewhere in this RFP, the Design-Build Team shall design and construct the -SB52-, -NB52-, -WBBYP-, and -EBBYP- shoulders as follows:
 - Design and construct minimum 14-foot outside shoulders (12-foot useable shoulder width plus two feet), 12-foot of which shall be full depth paved shoulders, including all acceleration, deceleration and auxiliary lanes, and ramps / loops to the back of the gore (12-foot width).
 - For -WBBYP- and -EBBYP-, design and construct minimum 14-foot median shoulders (12-foot useable shoulder width plus two feet), 12-foot of which shall be full depth paved shoulders.
 - For -SB52- and -NB52-, design and construct minimum 12-foot median shoulders (10-foot useable shoulder width plus two feet), 10-foot of which shall be full depth paved shoulders.
- In lieu of the -EBBYP- dual lane entrance onto the mainline as shown on the Preliminary Roadway Plans provided by the Department, the Design-Build Team may drop the outside -EBBYP- lane as an “Exit Only” lane onto Loop D and design and construct the -EBBYP- entrance onto the mainline as a single lane entrance.
- In lieu of the -RPDB- flyover ramp shown on the Preliminary Roadway Plans provided by the Department, the Design-Build Team may design and construct a loop for the US 52 northbound to Winston-Salem Northern Beltway westbound movement.
- Excluding the weaving sections shown on the Preliminary Roadway Plans provided by the Department, weaving sections shall only be allowed on collector distributor roads. All proposed collector distributor roads shall be physically separated from the adjoining facility with the appropriate positive protection; and be designed and constructed as a one-lane facility. Within all collector distributor road limits, the Design-Build Team shall design and construct an auxiliary lane between adjacent entrance and exit ramps / loops. The aforementioned collector distributor roads and auxiliary lanes shall be designed and constructed to meet a 70 mph design speed.
- Excluding the left-side entrances and left-side exits shown on the Preliminary Roadway Plans provided by the Department, left-side exits and left-side entrances shall not be allowed.
- The Design-Build Team shall design and construct one-lane ramps that provide a minimum 16-foot lane width. The Design-Build Team shall design and construct two-lane ramps that provide minimum 12-foot lanes. All ramps shall have 14-foot outside shoulders, four-foot of

- To the maximum extent practicable, on-site stormwater control measures shall be employed to minimize water quality impacts.
- Underground detention will not be allowed. No additional right of way will be acquired solely for stormwater management.
- 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 for the increases in discharge due to the proposed project and take appropriate action to ensure that any increases are appropriately mitigated.

Drainage Structures

Throughout this RFP, the term *drainage structures* shall include box culverts, cross pipes and storm drainage systems.

- Unless allowed otherwise elsewhere in this RFP, the Design-Build Team shall replace all existing metal pipes within the project construction limits with the appropriate pipe type in accordance with the *Drainage Pipe Project Special Provision* found elsewhere in this RFP.
- The existing drainage pipes installed under the R-2247EC project, including existing metal pipes, may be retained unless the Design-Build Team's design and / or construction methods require the pipes to be replaced or relocated.
- The Design-Build Team shall replace the following drainage structures with a **box culvert or welded steel pipe**:
 - **** NOTE **** Deleted sub-bullet on double barrel box culvert at approximately Station 65+00 -L-.
 - **** NOTE **** Deleted sub-bullet on single barrel box culvert at approximately Station 76+00 -L-.
 - The existing 72-inch reinforced concrete pipe under US 52 at approximately Station 168+00 -L-.
 - The existing double barrel 8' x 8' box culvert under SR 1840 at approximately Station 188+00 -L- that conveys Grassy Creek.
 - **** NOTE **** Deleted sub-bullet on double barrel box culvert under US 52 that conveys Grassy Creek.
- In lieu of replacement, the Design-Build Team may extend and supplement the existing box culverts at the locations noted below:
 - The existing double barrel 7' x 7' box culvert under US 52 at approximately Station 65+00 -L-.
 - The existing single barrel 8' x 7' box culvert under US 52 at approximately Station 76+00 -L-.
 - The existing double barrel 9' x 9' box culvert under US 52 that conveys Grassy Creek.

- Within the project limits the Design-Build Team shall design and construct all mitigation required to offset drainage impacts on the Norfolk Southern right of way as a result of the Design-Build Team’s design and / or construction methods. The Design-Build Team shall provide a narrative on the mitigation plan for the aforementioned drainage impacts in the Technical Proposal. (Reference the Railroad Coordination Scope of Work found elsewhere in this RFP)
- The Design-Build Team shall develop discharges for all drainage structures based upon the future build-out land use projections and the future mainline roadway improvements noted in the Structures Scope of Work found elsewhere in this RFP. The Design Build Team shall use the table below for site specific future urbanization percent impervious values. The Design-Build Team shall not include the effects of storage when computing discharges for hydraulic design and analysis for areas less than 50% impervious and / or areas without storm drainage systems. For drainage areas where impervious surfaces are greater than 50% and / or areas with storm drainage systems, routing will be allowed. EPA SWMM, USACE HMS, Win TR-20, HydroCADD or equivalent are acceptable programs for routing. A storm drainage duration of 24 hours shall be used in developing the hydrograph.

Approximate Location	Latitude	Longitude	Future Urbanization IA%
L Sta. 65+00	36.22505	-80.31773	20
L Sta. 77+00	36.22256	-80.31466	47.9
L Sta. 112+00	36.21522	-80.30786	15
L Sta. 165+00	36.20138	-80.29346	47.9
L Sta. 188+00	36.20286	-80.28889	25
Y68 just south of Norfolk Southern Railroad	36.19796	-80.29181	25
EBBYP Sta. 24+00	36.20221	-80.29998	20
All Other Cross Lines	-	-	20

- Revise the *Guidelines for Drainage Studies and Hydraulic Design* as follows:
 - Table 7-2, Peak Discharge Method Selection
 - Rational Method is acceptable up to 80 acres
 - Delete the NCDOT Hwy. Hydrologic Charts column
 - Delete Appendix C - NCDOT Hydrologic Charts
 - Section 15.6 Temporary Encroachment in Regulatory Floodway
 - 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.
- For all existing and proposed box culverts and pipes (including all extensions), a minimum 1.5-foot freeboard shall be required below the shoulder point during the design storm. The Design-Build Team shall not steepen slopes, reduce easements and / or reduce right of way solely to obtain the aforementioned freeboard requirement.

- A maximum 1.2 HW/D shall be required for all existing and proposed box culverts and pipes (including all extensions) during the design year.
- 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*.
- 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 location box culverts and cross pipes 36-inches in diameter and greater:
 - Station
 - Proposed drainage structure details
 - Drainage Area
 - Percent Impervious or “C” value 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
- Unless allowed otherwise elsewhere in this RFP, a box culvert or welded steel pipe shall be required for all cross structures greater than a 54-inch, including pipes upsized to allow for a buried inlet / outlet condition.
- The minimum height of all proposed box culverts shall be 5.0’ plus any burial requirements, resulting in a minimum internal vertical clearance of 5.0’.
- The Design-Build Team shall produce Culvert Survey Reports for **all** box culverts, regardless of the hydraulically effective waterway opening.
- For box culverts that require baffles, the Design-Build Team shall place native bed material between the sills. Native materials shall consist of material that is excavated from the stream bed or floodplain at the project site during culvert construction. The use of native material supplemented with rip rap shall be subject to approval by the Engineer and the appropriate resource agencies.
- Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall remove or fill with flowable fill all pipes not retained for drainage purposes.
- All proposed drainage boxes, including but not limited to catch basins, drop inlets and junction boxes, shall have a grate or manhole access.
- Unless noted otherwise elsewhere in this RFP, the Design-Build Team shall analyze all drainage structures for hydraulic and structural deficiencies that are located within the existing / proposed right of way throughout the project limits. Within -Y- Line construction limits, the Design-Build Team will not be required to analyze existing cross pipes that will not be lengthened if no

additional discharge from the project is being generated. Using the hydraulic discharges for the future build-out land use projections, drainage structures that do not adhere to the requirements in Sections 9.5.1.3 and 9.5.2.3 of 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. Based on these analyses, the following shall be adhered to:

- 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 the capacity of a single 54-inch diameter pipe), 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 unless noted otherwise elsewhere in this RFP. 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
 - 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 Existing Structure without Mitigation
 - Hydraulic Freeboard at Sag for Build-out Discharges at Existing Structure with Mitigation
 - HW/D for Build-out Discharges for Mitigation Structure(s)
 - Hydraulic freeboard at Sag for Build-out Discharges at Mitigation Structure(s)
 - Comments
- **** NOTE ** Deleted sub-bullet on double barrel 9’ x 9’ box culvert.**
- For all pipes and box culverts retained for drainage purposes, excluding the pipe and box culvert listed below, the Design-Build Team shall provide appropriate documentation obtained from video inspections for the Department’s review and approval prior to any hydraulic design submittal to ensure that the pipes and box culverts are structurally sound.

- The existing 72-inch reinforced concrete pipe under US 52 at approximately Station 168+00 -L-.
- The existing double barrel 8' x 8' box culvert under SR 1840 at approximately Station 188+00 -L- that conveys Grassy Creek.

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.

- 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 repairs and replacement will be paid for as extra work in accordance with Subarticle 104-8(A) of the 2018 NCDOT *Standard Specifications for Roads and Structures*.

Permit Coordination

- The Design-Build Team shall conduct a Concurrence Point 4B Meeting and a Concurrence Point 4C Meeting prior to the final submittal of the environmental permit applications. (Reference the Environmental Permits Scope of Work found elsewhere in this RFP.) All work resulting from the Concurrence Point 4B Meeting and Concurrence Point 4C Meeting shall be the Design-Build Team's responsibility. A minimum of five weeks prior to the appropriate Concurrence Point Meeting, the Design-Build Team shall provide 1) hydraulic plans and 2) permit drawings, calculations, and impact sheets for the USACE 404 Permit and the NCDWR Section 401 Certification to the Design-Build Unit. The Design-Build Team shall take minutes of the Concurrence Point Meetings and provide them to the Department within three business days of the aforementioned meetings.

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:
 - The Design-Build Team shall prepare a CLOMR or MOA package for the Department'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.
 - 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.
 - The Design-Build Team shall notify the Design-Build Unit, in writing, of all structures that may require purchase due to an increase in the 100-year water surface elevation. The Department 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),

- Parcel No. 917 – Trim USA, Inc. – Parcel ID No. 6819-57-5267
- Parcel No. 922 – Thomas E. Stoltz & M S Hawks – Parcel ID No. 6819-76-0980
- Parcel No. 934 – J. Edward Moore – Parcel ID No. 6819-67-2726
- Parcel No. 938 – Thomas E. Stoltz & Ann Stoltz – Parcel ID No. 6819-66-7969
- Parcel No. 942 – Thomas E. Stoltz & Mary Hawks – Parcel ID No. 6819-76-0980
- Parcel No. 951 – David Hine – Parcel ID No. 6819-84-3788
- Parcel No. 953 – Shirley W Grubbs – Parcel ID No. 6829-05-0362
- Parcel No. 985 – David Beckerman – Parcel ID No. 6819-95-9263

The Department is in the process of acquiring a 99-year Temporary Construction Easement that will allow access to the entire 29.639 acre C. W. Myers Trading Company property. It is anticipated that a Right of Entry on the C. W. Myers Trading Company property will be available by June 2018.

The Department is in the process of acquiring the Henry and Mae Marshall property through the Advanced Acquisition Process. It is anticipated that a Right of Entry on the Henry and Mae Marshall property will be available by November 2018.

For all remaining right of way, easements, and / or control of access acquisitions required by the Design-Build Team’s design and construction methods, the Design-Build Team shall carry out the following responsibilities:

- The Design-Build Team shall employ qualified, competent personnel who are currently **approved by the NCDOT Right of Way Unit**, herein after 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 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. The Design-Build Team shall also 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. For a list of firms currently approved, the Design-Build Team should contact Mr. Neal Strickland, in the NCDOT Right of Way Unit, at 919-707-4364. The Design-Build Team shall perform the services as set forth herein and furnish and deliver to the Department reports accompanied by all documents necessary for the settlement of claims and the recordation of deeds, or necessary for condemnation proceedings covering said properties. The Design-Build Team, acting as an agent on behalf of the State of North Carolina, shall provide right of way acquisition services for TIP Project R-2247EB in Forsyth County.
- Acquisition services required outside of the project construction limits due solely to a rise in the floodplain water elevation on insurable structures will be considered extra work and paid for in accordance with Article 104-7 of the 2018 *Standard Specifications for Roads and Structures*.
- 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

STRUCTURES SCOPE OF WORK (6-6-18)

Project Details

The Design-Build Team shall design and construct all structures necessary to complete the project, including but not limited to, the following:

- Bridge at -SB52- and -Y62RPC-
- Bridge at -SB52- and -EBBYP-
- Bridge at -NB52- and -L-
- Bridge at -NB52- and -EBBYP-
- Bridge at -WBBYP- and -SB52-
- Bridge at -RPDB- and -SB52-, if required by the Design-Build Team's interchange design
- Bridge at -WBBYP-, -L- and -NB52-
- Bridge at -RPDB-, -NB52- and -EBBYP-, if required by the Design-Build Team's interchange design
- Dual bridges on -Y68- over Norfolk Southern Railroad
- Dual bridges on -L- over Norfolk Southern Railroad
- Bridge on -WBBYP- over Norfolk Southern Railroad
- Bridge on -RPDB- over Norfolk Southern Railroad, if required by the Design-Build Team's interchange design
- All retaining walls required by the Design-Build Team's design
- All sound barrier walls required by the Design-Build Team's design (Reference the Roadway Scope of Work found elsewhere in this RFP)
- All reinforced concrete box culverts / reinforced concrete box culvert extensions required by the Design-Build Team's design

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

The minimum vertical clearance for bridges constructed over all interstates, freeways and arterials shall be 17'-0". The minimum vertical clearance for bridges constructed over all local roads and collector roads shall be 15'-6". The minimum vertical clearance for bridges constructed over the railroad (existing and future tracks) shall be 23'-0", as measured from the highest existing and future track top of rail to bottom of structure.

The minimum horizontal setbacks from the closest edge of travel lane to face of barrier in front of walls shall be 14'-0" for bridges over interstates, freeways, and arterials. The minimum horizontal setback from the closest face of curb and gutter to the face of barrier in front of walls shall be 12'-0" for bridges over all curb and gutter facilities. The minimum horizontal setback from the centerline of railroad track (existing and future tracks) to the face of cap or retaining wall, whichever is closer, shall be 25'-0". Bridges over waterways shall be designed and constructed with spill through slopes and rip rap slope protection. End bents and end slopes at each end of a bridge shall have the same appearance.

New bridges constructed on or over the mainline shall allow for the future construction of one additional 12-foot through lane within the 46-foot grass median in each direction of the mainline without the need to 1) reconstruct any of the provided substructure elements, including but not

UTILITIES COORDINATION SCOPE OF WORK (5-22-18)

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 be responsible for coordinating all utility relocations, removals and / or adjustments where the Design-Build Team and utility owner, with concurrence from the Department, determine that such work is essential for highway safety and performance of the required highway construction. Coordination shall be for all utilities whether or not they are specifically identified in this Scope of Work and shall include any necessary utility agreements when applicable. NCDOT will be the approving authority for all utility agreements and approval of plans.

During the procurement phase, the Department will allow no direct contact, either by phone, e-mail or in person, between the Design-Build Team and utility owners until after the meetings between each individual proposer and the affected utility owners. After the aforementioned meetings and during the life of the project, the Design-Build Team will only be allowed direct contact with the utility owners when the aforementioned PSF is present. (Reference the *Individual Meeting with Proposers* Project Special Provision found elsewhere in this RFP)

Unless allowed otherwise elsewhere in this RFP, the Design-Build Team shall relocate / coordinate the relocation of all existing facilities, in accordance with the requirements herein, that are 1) parallel to a roadway in full control of access, 2) in physical conflict with the construction, 3) beneath the existing or proposed pavement structure and structurally inadequate, and / or 4) beneath the existing or proposed pavement structure and consist of unacceptable material. Proposed / relocated underground facilities that are located beneath the pavement structure shall only be allowed to cross the roadway as close to perpendicular as possible.

Project Details

The Design-Build Team shall be responsible for verifying the utility locations, type of facilities, and identifying the utility owners in order to coordinate the relocation of any utilities, known and unknown, in conflict with the project. The following utilities are known to be located within the project construction limits:

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 accepted 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 and / or encasement of all water and sewer facilities shall be done in accordance with the NCDOT policies and standards, as well as the latest Winston-Salem / Forsyth County Utilities Division's water and sewer design and permitting 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 aforementioned appropriate utility owner prior to installation.

For all waterlines that require relocation, the Design-Build Team shall:

- Replace all existing fire hydrants that are 30 years old, or older, with a new fire hydrant
- Replace all existing waterline meter boxes that do not meet current code(s) with new waterline meter boxes
- Replace all galvanized pipe water service lines from the main waterline to the existing service

The City of Winston-Salem will provide the new fire hydrants and waterline meter boxes noted above. The Design-Build Team shall coordinate with the City of Winston-Salem to obtain the new fire hydrants and waterline meter boxes.

Utility Relocation 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.

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 the Design-Build Unit, for review and approval. The Department shall approve the Utility Relocation Plans prior to any utility relocation work beginning. The Design-Build Team shall also be responsible for submitting the appropriate agreements to be used with the Utility Relocation Plans (See Agreements Section found elsewhere in this Scope of Work). After the review process is complete, the NCDOT Utilities Unit will submit an electronic copy of the authorization letter to the Design-Build Team. The NCDOT Utilities Unit will also submit an electronic copy of the

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 Article 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 one through six 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 US.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. <i>(Executive Order 13166)</i>
Color	Color of skin, including shade of skin within a racial group	Black, White, Brown, Yellow, etc.	
National Origin (<i>Limited English Proficiency</i>)	Place of birth. Citizenship is not a factor. (<i>Discrimination based on language or a person's accent is also covered</i>)	Mexican, Cuban, Japanese, Vietnamese, Chinese	
Sex	Gender. The sex of an individual. <i>Note: Sex under this program does not include sexual orientation.</i>	Women and Men	1973 Federal-Aid Highway Act; 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Age	Persons of any age	21-year-old person	Age Discrimination Act of 1975 49 U.S.C. 5332(b); 49 U.S.C. 47123.
Disability	Physical or mental impairment, permanent or temporary, or perceived.	Blind, alcoholic, para-amputee, epileptic, diabetic, arthritic	Section 504 of the Rehabilitation Act of 1973; Americans with Disabilities Act of 1990
Religion (in the context of employment) <i>(Religion / Creed in all aspects of any aviation or transit-related construction)</i>	An individual belonging to a religious group; or the perception, based on distinguishable characteristics that a person is a member of a religious group. In practice, actions taken as a result of the moral and ethical beliefs as to what is right and wrong, which are sincerely held with the strength of traditional religious views. <i>Note: Does not have to be associated with a recognized religious group or church; if an individual sincerely holds to the belief, it is a protected religious practice.</i>	Muslim, Christian, Sikh, Hindu, etc.	Title VII of the Civil Rights Act of 1964; 23 CFR 230; FHWA-1273 Required Contract Provisions. <i>(49 U.S.C. 5332(b); 49 U.S.C. 47123)</i>

(3) Pertinent Nondiscrimination Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects)
 - Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex)
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR Part 27
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age)
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex)
- (g) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not)
- (h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38
- (i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
- (j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations

(k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

(l) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq)

(m) Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e et seq., Pub. L. 88-352), (prohibits employment discrimination on the basis of race, color, religion, sex, or national origin).

(4) Additional Title VI Assurances

***The following Title VI Assurances (Appendices B, C and D) shall apply, as applicable*

(a) Clauses for Deeds Transferring United States Property (1050.2A, Appendix B)

The following clauses 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 ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

2. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above 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.)